

**Regular Board Meeting**

April 25, 2023 - 2:00 p.m.

400 Wabasha Street No., Suite 240 | Saint Paul, MN 55102

Chair Slaven is calling a meeting of the Board of Commissioners for **Tuesday, April 25, 2023 at 2:00 p.m.** in the Board Room of the Saint Paul Port Authority, 400 Wabasha Street No., Suite 240, St. Paul, MN.

The attendance for one or more of the Commissioners at the April 25, 2023 meeting will be by telephone conference. Accordingly, for this Board meeting, any person from the public may also participate by telephone conference, from a different location than the physical location of the meeting. Members of the public may monitor this meeting by calling 651-395-7858, Conference ID: 328 724 146#.

The purpose of the meeting is:

**Minutes**

Approval of the Minutes from the March 28, 2023 Regular Board Meeting

**Conflicts of Interest**

Conflicts with any Items on the Agenda

**New Business**Credit Committee

1. Resolution No. 4738 - Saint Paul Port Authority Series 2023 General Obligation Bonds
2. Resolution No. 4739 - Decertification of the Williams Hill Redevelopment Tax Increment Financing District
3. Resolution No. 4740 - Approval of Declaration of Restrictions and Covenants – The Heights
4. Resolution No. 4741 - Public Hearing - Conveyance of Land to Northern States Power Company, Hereinafter Referred to as Xcel Energy – The Heights – Industrial Parcel 6
5. Resolution No. 4742 - Approval for Award of Contract for Demolition, Remediation, and Mass Site Grading at The Heights, 2200 West Larpentour, Saint Paul, MN

6. Resolution No. 4743 - 2023 Grant Application and Acceptance Authorization
7. Resolution No. 4744 - Authorization to Apply for Contamination Cleanup Grant Funds on Behalf of Snelling Midway Redevelopment, LLC for the United Village Phase 1 Project in Saint Paul, MN

**General Matters**

Such Other Business That May Come Before the Board

1. Staff Introductions
2. The Heights Housing Update

**SAINT PAUL PORT AUTHORITY  
MINUTES OF THE REGULAR BOARD MEETING  
MARCH 28, 2023**

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The regular meeting of the Port Authority Board was held on March 28, 2023, at 2:00 p.m. in the Board Room of the Saint Paul Port Authority, 400 Wabasha Street, Suite 240, Saint Paul, Minnesota 55102.

The following Board Members were present:

Matt Slaven	John Bennett	John Marshall
Don Mullin	Rebecca Noecker	

Also, present were the following:

Todd Hurley	Bruce Kessel	Kathryn Sarnecki
Monte Hilleman	Pete Klein	Cathy Mohr
Andrea Novak	Dana Krueger	Sarah Illi
Annamarie Kosel	Laurie Siever	Phoua Vang
Tonya Bauer	Amanda Bauer	Holly Huston
Samantha Juneau, City of Saint Paul		
Brianne Hamm		
Angela Riffe, City of Saint Paul		
Claudia Klinkhammer		
Katie Galioto, Star Tribune		

**APPROVAL OF MINUTES**

Commissioner Noecker made a motion to approve the minutes of the February 28, 2023 Regular Board meeting. The motion was seconded by Commissioner Bennett, submitted to a roll call vote, and carried unanimously.

**CONFLICT OF INTEREST**

There were no conflicts of interest with any items on the agenda.

**NEW BUSINESS**

**CREDIT COMMITTEE**

**RESOLUTION NO. 4737**

**APPROVAL TO AMEND DOCUMENTS ASSOCIATED WITH  
THE PORT AUTHORITY OF THE CITY OF SAINT PAUL REVENUE BONDS,  
SERIES 2013-6 IN RELATION TO THE SALE OF THE SAINT PAUL SAINTS**

Motion was made by Commissioner Mullin to approve Resolution No. 4737 which was reviewed by the Credit Committee and recommended for approval by the Board upon the following two changes:

1. The date of the Assignment and Assumption Agreement (page 3, (f)) be changed to March 24, 2023.

2. The deadline for all the Saints Transfer Documents to be fully executed and delivered, (page 3, paragraph 2) be extended to June 30, 2023, not April 30, 2023.

The motion was submitted to a roll call vote and carried unanimously.

### **GENERAL MATTERS**

There being no further business, the meeting was adjourned at 2:06 p.m.

By \_\_\_\_\_

Its \_\_\_\_\_

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS **Meeting Date:** April 25, 2023

**From:** Holly Huston 

**Subject:** SAINT PAUL PORT AUTHORITY SERIES 2023 GENERAL OBLIGATION BONDS  
RESOLUTION NO. 4738

**Action Requested:**

Approval of a resolution requesting adoption of an ordinance; authorizing staff to take certain actions with respect to issuance of 2023 GO Bonds and declaring the official intent to reimburse.

**Background:**

The taxing jurisdiction in the City of Saint Paul (City of Saint Paul, ISD 625, Ramsey County, and the Port Authority) formed a Joint Debt Advisory Committee in the 1990's to coordinate and manage the overall governmental debt on property in the City of Saint Paul. The goal of the committee, as well as the Port Authority, is to manage the overall debt and minimize peaks and valleys in the associated debt service levies.

For 2023, the Port Authority's GO bond levy was \$5.5M to meet the debt payments on nine general obligation bond issues. In 2023, bond series 2014-1 will mature, creating additional capacity within the debt portfolio. The request to issue series 2023 GO bonds will provide up to \$15M, while maintaining the same debt payment. This opportunity positions the Port Authority to achieve our mission of acquiring underused sites when they become available for reinvestment by the public sector and thereby increase the commercial and industrial tax base as well as provide additional jobs for the Saint Paul residents.

On January 11, 2023, the City Council passed RES 23-67, granting preliminary approval to the issuance of certain general obligation bonds, including the Saint Paul Port Authority. The next step in the process is to request approval from the Saint Paul Port Authority's Board, Resolution 4738. After Board approval, the City Council will vote to approve an authorizing ordinance granting authority to issue and sell the GO bonds. Additional staff actions include creating a pricing committee to determine terms and conditions of the Bonds, rating call, document preparation, issuance of bonds, authorizing the sale of the bonds, and requesting a tax levy for the payment of the bonds.

**Recommendation:**

We are recommending approval of a resolution requesting adoption of an ordinance; authorizing staff to take certain actions with respect to issuance of 2023 GO Bonds and declaring the official intent to reimburse.

Resolution No. 4738

**RESOLUTION OF THE**  
**PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**GENERAL OBLIGATION TAXABLE SERIES 2023-1 AND TAX-EXEMPT SERIES 2023-2**

WHEREAS, in accordance with the provisions of Minnesota Statutes, Sections 469.048 to 469.068, Section 469.084 and Chapter 475, as amended (together, the “Act”) the Port Authority of the City of Saint Paul, Minnesota (the “Port Authority”) is permitted upon authorization by the City Council of the City of Saint Paul, Minnesota (the “City”) to issue tax-exempt or taxable bonds that are general obligation bonds; and

WHEREAS, the Port Authority is proposing to issue one or more series of bonds in an original aggregate amount not to exceed \$15,000,000 whereby the Port Authority levies a tax, with the consent of the City, and pledges the full faith and credit and unlimited taxing power of the City to the repayment of such bonds; and

WHEREAS, by an Ordinance to be adopted by the City Council on May 17, 2023, and approved by the Mayor (the “Authorizing Ordinance”) and effective 45 days after publication, the City Council, among other things, will be requested to authorize the Port Authority to issue its bonds that are general obligations of the City pledging the full faith and credit and unlimited taxing power of the City, in one or more series of taxable or tax-exempt obligations, in an aggregate principal amount not to exceed \$15,000,000 for the purposes described below in this resolution and further approved the Port Authority’s pledge of the City’s full faith and credit and resources as security for the payment of debt service on such bonds; and

WHEREAS, the Port Authority desires to issue and sell, with the advice of PFM Financial Advisors LLC (the “Municipal Advisor”) the following obligations: (i) Taxable General Obligation Bonds, Series 2023-1 (the “Taxable Series 2023-1 Bonds”); and (ii) Tax-Exempt General Obligation Bonds, Series 2023-2 (the “Series 2023-2 Bonds,” and together with the Taxable Series 2023-1 Bonds, the “Series 2023 Bonds”); and

WHEREAS, the Series 2023 Bonds will be sold in principal amounts such that the combined total original aggregate principal amount will not exceed \$15,000,000 for the purposes of: (i) the payment of the acquisition of land within the borders of the City that is marginal and blighted property (the “Property”); (ii) the preparation of such Property such that the Property is suitable and attractive for development, and the payment of costs incurred in connection with such acquisition and necessary action for such Property; (iii) paying for other purposes set forth in Minnesota Statutes, Sections 469.048 to 469.068, as amended (the “Port Authority Act”); (iv) the payment of the cost of public infrastructure improvements including but not limited to sewer (sanitary and stormwater) improvements, water improvements, roads, sidewalk, curb and gutter

improvements, and green infrastructure at the Property or other property owned by the Port Authority for redevelopment; and (v) funding any necessary interest, if any, and costs of issuance of the Bonds (collectively, the “Project”); and

WHEREAS, pursuant to the Authorizing Ordinance, the City authorized a Pricing Committee, comprised of the persons described therein, to determine certain terms of the Series 2023 Bonds as hereinafter described.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port Authority of the City of Saint Paul, Minnesota, as follows:

Section 1. Sale of the Series 2023 Bonds.

1.01. Purpose of the Series 2023 Bonds. The Port Authority is proposing to issue the Series 2023 Bonds authorized by the Authorizing Ordinance, pursuant to the Act, in the combined original aggregate principal amount not to exceed \$15,000,000, in order to finance the purposes described in the recitals of this Resolution.

1.02. Requirements of the Act. The Port Authority has complied with or will comply with the provisions of the Act (including the Port Authority Act) and the Authorizing Ordinance.

1.03. Pricing Committee. The Pricing Committee created by the Authorizing Ordinance, and consisting of a representative from the Port Authority, the City’s Treasurer and City Debt Manager or their designee, and a representative of the Municipal Advisor (the “Pricing Committee”) is hereby delegating the authority to determine the final pricing of the Series 2023 Bonds and to negotiate the sale of the Series 2023 Bonds with one or more purchasers (collectively and individually, the “Underwriter”) and to authorize the Port Authority to enter into one or more bid forms or Bond Purchase Agreements with one or more Underwriter to be dated the date of the sale of the Series 2023 Bonds (each a “Bond Purchase Agreement”) with each Underwriter. The Bonds may be sold in a negotiated sale under the provisions of the Municipal Debt Act since the Port Authority has retained the Municipal Advisor to advise the Port Authority with respect to the sale of the Bonds. The Pricing Committee is hereby delegating the authority to establish the terms and conditions of each series of the Series 2023 Bonds, subject to the limitations set forth in this Resolution. In addition, the Pricing Committee is hereby authorized to establish the annual amount of the tax levy to be certified to the Ramsey County Auditor (the “Auditor”) with respect to each series of the Series 2023 Bonds. The Series 2023 Bond terms, amendments, if any, and tax levy, as set forth in the completed certificate of the Pricing Committee (the “Pricing Committee Certificate”) shall, upon delivery, be deemed to be a part of this Resolution as if set forth originally herein and such terms shall be incorporated and included in the form of the Series 2023 Bonds and in such other certificates, documents and agreements as appropriate.

The final decision of the Pricing Committee to execute and deliver the Bond Purchase Agreement on behalf of the Port Authority with an Underwriter shall be controlling. The Pricing Committee, in its discretion on behalf of the Port Authority, may waive non-substantive informalities with respect to the proposals to purchase a series of the Series 2023 Bonds. The Pricing Committee is hereby authorized to determine the maturity dates, principal amounts of the stated maturities of the Series 2023 Bonds, optional and mandatory redemption provisions with respect to the Series 2023 Bonds, and such other terms of the Series 2023 Bonds, as the Pricing Committee deems most appropriate and in the best interests of the Port Authority, provided (i) the combined true-interest cost for the Series 2023 Bonds shall not exceed [6.00%], (ii) the final maturity date of the Series 2023 Bonds shall be no later than August 1, 2048, and (iii) the combined original aggregate principal amount of the Series 2023 Bonds shall not exceed \$15,000,000.

1.04. Execution of Bond Purchase Agreements. The President and Chief Financial Officer of the Port Authority, or their designee, are directed to execute and deliver one or more Bond Purchase Agreements with an individual Underwriter.

1.05. General Terms of the Series 2023 Bonds. The Series 2023 Bonds will be dated as of their date of issuance or shall be dated such other date as the Pricing Committee may determine in denominations of \$5,000 or any integral multiple thereof, and each series of the Series 2023 Bonds shall be numbered from R-1 upwards in order of issuance, or with such other numbering and in such other order as the Pricing Committee may determine. The issuance, sale and delivery of the Series 2023 Bonds pursuant to the Act is hereby approved by the Port Authority.

1.06. Redemption.

(a) Optional Redemption. Each series of the Series 2023 Bonds shall be subject to optional redemption at the dates and prices set forth in the Pricing Committee Certificate delivered in accordance with this Resolution. Optional redemptions of each series of the Series 2023 Bonds may be in whole or in part and if in part at the option of the Port Authority and in such manner as the Port Authority shall determine. If less than all of a series of the Series 2023 Bonds of a maturity are called for redemption, the Port Authority will notify DTC (as defined herein) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All optional redemptions of Series 2023 Bonds shall be at a price of par plus accrued interest to the redemption date.

(b) Term Bonds at the Discretion of the Pricing Committee. Each series of the Series 2023 Bonds may be issued with term bonds subject to mandatory redemption and prepayment on scheduled dates if the Pricing Committee deems advantageous.



(c) Selection of Series 2023 Bonds to be Redeemed; Redemption Procedure. In the event any of the Series 2023 Bonds are called for redemption, notice thereof identifying the Series 2023 Bonds to be redeemed shall be given by the Registrar (as defined herein) by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Series 2023 Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Series 2023 Bonds. Series 2023 Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the Registrar at that time.

(d) Notice of Redemption. The Registrar shall call the Series 2023 Bonds for optional redemption and prepayment as herein provided upon written receipt by the Registrar at least forty-five (45) days prior to the redemption date of a request of the Port Authority. Such request shall specify the series and principal amount of Series 2023 Bonds to be called for redemption and the redemption date.

Mailed notice of optional redemption shall be given to the Paying Agent (as defined below) and to each affected Holder. If and when the Port Authority shall call any of the Series 2023 Bonds for redemption and prepayment prior to the stated maturity thereof, the Registrar shall give written notice in the name of the Port Authority of its intention to redeem and pay such Series 2023 Bonds at the office of the Registrar. Notice of redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Series 2023 Bonds to be redeemed at the address appearing in the Bond Register. All notices of optional redemption shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all outstanding Series 2023 Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2023 Bonds to be redeemed; (iv) that on the optional redemption date, the redemption price will become due and payable upon each such Series 2023 Bond, and that interest thereon shall cease to accrue from and after said date; (v) the place where such Series 2023 Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Registrar); and (vi) include a statement that the redemption so noticed is conditioned on sufficient funds being held by the Port Authority on or before noon on the applicable redemption date to pay the full redemption price, and if at such time the amount so held is not sufficient to pay all amounts required to effect the noticed redemption in full, the redemption shall be cancelled, with all Series 2023 Bonds tendered for such redemption being returned to the holders thereof and no liability on the part of the Port Authority shall arise as a result of such cancellation.

Notices to DTC or its nominee shall contain the CUSIP numbers of the Series 2023 Bonds. If there are any Holders of the Series 2023 Bonds other than DTC or its nominee, the Registrar shall use its best efforts to deliver any such notice to DTC on the business day next preceding the date of mailing of such notice to all other Holders.

## Section 2. Registration and Payment.

2.01. Registered Form. The Series 2023 Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Series 2023 Bond, the principal amount thereof, is payable by check or draft issued by the Registrar.

2.02. Dates; Interest Payment Dates. Each Series 2023 Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Series 2023 Bonds has been paid or made available for payment, unless: (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Series 2023 Bonds will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Series 2023 Bonds will be dated as of the date of original issue. The Series 2023 Bonds shall mature on such dates and in such principal amounts as indicated in the Pricing Committee Certificate. The Series 2023 Bonds shall bear interest at the rates per annum as indicated in the Pricing Committee Certificate and shall be payable on each February 1 and August 1, commencing on August 1, 2024, computed on the basis of a 360-day year of twelve thirty-day months. The interest on the Series 2023 Bonds is payable to the registered owners of record thereof as of the close of business on the fifteenth (15th) day of the immediately preceding month, whether or not such day is a business day.

2.03. Registrar. The President or the Chief Financial Officer of the Port Authority is hereby authorized to appoint a bank or trust company (or officer of the Port Authority) to act as paying agent, bond registrar and transfer agent with respect to the Series 2023 Bonds (the “Registrar” or “Paying Agent”). The Port Authority hereby names U.S. Bank Trust Company, National Association as the initial Registrar and Paying Agent. Such Registrar shall so act for all Series 2023 Bonds unless and until a successor Registrar is duly appointed. Such appointment and designation shall be made by certificate delivered by the Chief Financial Officer upon delivery of the Series 2023 Bonds to the initial purchaser. A successor Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act, and may be appointed pursuant to any contract the Port Authority and such successor Registrar shall execute which is consistent herewith. The Registrar shall also serve as Paying Agent unless and until a successor Paying Agent is duly appointed. Principal and interest on the Series 2023 Bonds shall be paid to the registered holder or holders of the Series 2023 Bonds (the “Holder” or “Holders”) in the manner set forth in the form of the Series 2023 Bonds. The effect of registration and the rights and duties of the Port Authority and the Registrar with respect thereto are as follows:

(a) *Register.* The Registrar shall keep a bond register in which the Registrar provides for the registration of ownership of the Series 2023 Bonds and the registration of transfers and exchanges of the Series 2023 Bonds entitled to be registered, transferred, or exchanged.

(b) *Transfer of Series 2023 Bonds.* Upon surrender for transfer of a Series 2023 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2023 Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth (15th) day of the month preceding each interest payment date and until that interest payment date.

(c) *Exchange of Series 2023 Bonds.* When Series 2023 Bonds are surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2023 Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) *Cancellation.* Series 2023 Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the Port Authority.

(e) *Improper or Unauthorized Transfer.* When a Series 2023 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Series 2023 Bond until the Registrar is satisfied that the endorsement on the Series 2023 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) *Persons Deemed Owners.* The Port Authority and the Registrar may treat the person in whose name a Series 2023 Bond is registered in the bond register as the absolute owner of the Series 2023 Bond, whether the Series 2023 Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Series 2023 Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Series 2023 Bond to the extent of the sum or sums so paid.

(g) *Taxes, Fees, and Charges.* The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Series 2023 Bond sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) *Mutilated, Lost, Stolen or Destroyed Series 2023 Bond.* If a Series 2023 Bond becomes mutilated or is destroyed, stolen, or lost, the Registrar shall deliver a new Series 2023 Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Series 2023 Bond or in lieu of and in substitution for any Series 2023 Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the

case of a Series 2023 Bond destroyed, stolen, or lost, upon filing with the Registrar of evidence satisfactory to it that the Series 2023 Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the Port Authority and the Registrar must be named as obligees. Series 2023 Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen, or lost Series 2023 Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Series 2023 Bond prior to payment.

2.04. Execution, Authentication and Delivery. The Series 2023 Bonds shall be prepared under the direction of the Pricing Committee, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. The Series 2023 Bonds are hereby authorized to be executed by the Chair and Secretary of the Port Authority, or their designee. If an officer whose signature or a facsimile of whose signature appears on the Series 2023 Bonds ceases to be such officer before the delivery of any Series 2023 Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Series 2023 Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Series 2023 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2023 Bonds need not be signed by the same representative. The executed certificate of authentication on a Series 2023 Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2023 Bonds have been so prepared, executed, and authenticated, the Port Authority shall deliver the same to the initial purchaser upon payment of the purchase price in accordance with the Bond Purchase Agreement heretofore made and executed, and the initial purchaser is not obligated to see to the application of the purchase price.

2.05. Temporary Series 2023 Bonds. The Port Authority may elect to deliver, in lieu of printed definitive Series 2023 Bonds, one or more typewritten temporary Series 2023 Bonds in substantially the form set forth in EXHIBIT A with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Series 2023 Bonds, the temporary Series 2023 Bonds shall be exchanged therefore and cancelled.

### Section 3. Form of the Series 2023 Bonds.

3.01. Printing of Series 2023 Bonds. All of the provisions of each series of the Series 2023 Bonds, when executed as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. Each series of the Series 2023 Bonds shall be substantially in the form attached to this Resolution as EXHIBIT A, which forms are hereby

approved, with such necessary and appropriate variations, omissions and insertions (including changes to the aggregate principal amount of each series of the Series 2023 Bonds, the stated maturities of each series of the Series 2023 Bonds, the interest rates on each series of the Series 2023 Bonds, the terms of redemption of each series of the Series 2023 Bonds, and variation from Port Authority policies regarding methods of offering general obligation bonds) as the Pricing Committee, in their discretion, shall determine and as memorialize on the Pricing Committee Certificate. The execution of each series of the Series 2023 Bonds with the manual or facsimile signatures of the Chair and Secretary, or their proper designees, and the delivery of the Series 2023 Bonds by the Port Authority shall be conclusive evidence of such determination.

3.02. Approving Legal Opinion. The Secretary is authorized and directed to obtain a copy of the proposed approving legal opinion of Ballard Spahr LLP, as Bond Counsel, which shall be complete except as to dating thereof and cause the opinion to accompany each Series 2023 Bond.

#### Section 4. Payment; Security; Pledges and Covenants.

##### 4.01. Bond Funds.

(a) Debt Service Fund. A “General Obligation Bonds, Series 2023 Debt Service Fund” (the “Debt Service Fund”) is hereby created, with the following subaccounts: (i) the Taxable Series 2023-1 Debt Service Fund Subaccount, and (ii) the Series 2023-2 Debt Service Fund Subaccount. The proceeds of the ad valorem taxes hereinafter levied as described in this Resolution, are hereby pledged to the Series 2023-1 Debt Service Fund Subaccount and the Series 2023-2 Debt Service Fund Subaccount. If a payment of principal or interest on the Taxable Series 2023-1 Bonds or the Series 2023-2 Bonds becomes due when there is not sufficient money in the Series 2023-1 Debt Service Fund Subaccount or the Series 2023-2 Debt Service Fund Subaccount, as applicable, to pay the same, the Port Authority and the City will pay such principal or interest and be reimbursed for those advances out of the proceeds of the taxes levied by the Port Authority, without limitation as to rate or amount, by this Resolution, when collected.

(b) Project Fund. There is hereby created a special account to be designated as the “Series 2023 Project Fund” (the “Project Fund”), to be held and administered by the Port Authority separate and apart from all other funds of the Port Authority. The following subaccounts are created in the Series 2023 Project Fund: (i) the Taxable Series 2023-1 Project Fund Subaccount, and (ii) the Series 2023-2 Project Fund Subaccount. Amounts on deposit in the Project Fund will be used solely to pay for the costs authorized in the recitals of this resolution as the Project, including to pay costs of issuance of the Series 2023 Bonds. When the identified future additional development costs are completed and the costs thereof paid, the applicable subaccount of the Project Fund is to be closed and any remaining balance therein transferred to the applicable subaccount of the Debt Service Fund.

(c) Use of Proceeds. On the date of issuance of the Series 2023 Bonds, the Port Authority shall:

(i) appropriate to the Debt Service Fund and the applicable subaccounts therein: (i) capitalized interest, if any, to be financed from Series 2023 Bond proceeds, in the amount determined by the Chief Financial Officer of the Port Authority; (ii) any original issue premium of the Series 2023 Bonds determined by the Chief Financial Officer of the Port Authority to be deposited therein; (iii) the accrued interest, if any, paid by the Underwriter upon closing and delivery of the Series 2023 Bonds; and (iv) any amounts necessary to pay the interest due on the Series 2023 Bonds on or prior to August 1, 2024; and

(ii) deposit to the Project Fund (and the applicable subaccounts therein) the proceeds of the Series 2023 Bonds, less the appropriations made in paragraph (c)(i) above, together with any other funds appropriated for the Project to the Project Fund to pay for the costs of the acquisition of the Project and the payment of the allocable costs of issuance for the Series 2023 Bonds.

(d) Arbitrage Restrictions. The money in the funds shall be used solely as provided herein, or to pay any rebate due to the United States. No portion of the proceeds of the Series 2023-2 Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Series 2023-2 Bonds are issued, and (ii) in addition to the amounts referred to in clause (i) in an amount not greater than \$100,000. To this effect, any proceeds of the Series 2023-2 Bonds and any sums from time to time held in the Series 2023-2 Debt Service Fund Subaccount allocated to the Series 2023-2 Bonds (or any other account which will be used to pay principal or interest to become due on the Series 2023-2 Bonds) in excess of amounts which, under then applicable federal arbitrage regulations, may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable “temporary periods” or “minor portion” made available under the federal arbitrage regulations. In addition, the proceeds of the Series 2023-2 Bonds and money allocated to the Series 2023-2 Bonds in the Series 2023-2 Debt Service Fund Subaccount shall not be invested in obligations or deposits issued by, guaranteed by, or insured by the United States of America, or any agency or instrumentality thereof, if and to the extent that such investment would cause the Series 2023-2 Bonds to be deemed to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(e) Allocation of Investment Earnings. Investment earnings, net of rebatable arbitrage, shall be credited to the fund or account from which the investment was made.

(f) Other Accounts and Subaccounts. The Port Authority is hereby authorized to create such accounts or subaccounts within the Project Fund and the Debt Service Fund (and accounts therein) to properly administer such funds and accounts and to assure compliance with the preceding paragraphs, and Section 6 hereof. Specifically, the Port Authority may create separate accounts and subaccounts to hold and apply the proceeds of the Series 2023 Bonds and revenues for the payment thereof.

4.02. [Reserved].

4.03. Filing of Resolution. The Secretary of the Port Authority is authorized and directed to file a certified copy of this Resolution, as well as an originally executed copy of the Pricing Committee Certificate, with the Auditor of Ramsey County, Minnesota (the “Auditor”), together with such other information as he or she shall require, and to obtain the Auditor’s certificate that the Series 2023 Bonds have been entered in the Auditor’s bond register, and that the tax levy required by law and this Resolution has been made.

4.04. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Series 2023 Bonds, and in accordance with the Authorizing Ordinance, and as required by Section 469.060 of the Act, there is hereby levied by the Port Authority a direct annual irrepealable ad valorem tax (the “Tax”) upon all of the taxable property in the City, to be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Tax will be credited to the Debt Service Fund and the applicable subaccounts in the Debt Service Fund in the amounts for each year calculated by the Pricing Committee and set forth the Certificate of the Pricing Committee.

4.05. Overlevy Requirement. It is determined that the estimated collection of the foregoing Tax will produce at least five percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the Series 2023 Bonds. The Tax so levied herein will be irrepealable until all of the Series 2023 Bonds are paid, provided that at the time the City makes its annual tax levies the City Clerk may certify to the Auditor (or the official of Ramsey County performing the functions of the Auditor) the amount available in the respective subaccount of the Debt Service Fund to pay principal and interest due during the ensuing year, and the Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. General Obligation Pledge. If amounts on deposit in either of the subaccounts of the Debt Service Fund are not sufficient to pay principal and interest on the Taxable Series 2023-1 Bonds or the Series 2023-2 Bonds, as the same become due, the full faith and credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in either of the subaccounts of the Debt Service Fund are ever insufficient to pay all principal and interest then due on the Taxable Series 2023-1 Bonds or the Series 2023-2 Bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the Port Authority and the City will

pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of the taxes levied by the Port Authority, without limitation as to rate or amount, by this Resolution, when collected.

#### Section 5. Authentication of Transcript.

5.01. Furnishing of Documents. The officers of the Port Authority are authorized and directed to prepare and furnish to the initial purchaser and to Ballard Spahr LLP, as bond counsel to the Port Authority, certified copies of proceedings and records of the Port Authority relating to the Series 2023 Bonds and to the financial condition and affairs of the Port Authority and/or the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Series 2023 Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the Port Authority as to the facts stated therein.

5.02. Negotiated Sale. The Port Authority has retained the Municipal Advisor as an independent financial advisor, and the Port Authority has heretofore determined, and hereby determines, to sell the Series 2023 Bonds by private negotiation, all as provided by Section 475.60, Subdivision 2(9) of the Act. The Series 2023 Bonds are hereby authorized to be sold to the Underwriter subject to the requirements of this Resolution and the approval of the Pricing Committee.

5.03. Official Statement. The Municipal Advisor will prepare, with assistance from Port Authority staff, Bond Counsel, and the Underwriter, a Preliminary Official Statement to be used in the marketing of the Series 2023 Bonds. The President, Chief Financial Officer, and Controller of the Port Authority are authorized to take all necessary actions as required for the publication and approval of the Preliminary Official Statement. The use and distribution of the Preliminary Official Statement and of a final Official Statement (collectively, the "Official Statement") in connection with the offer and sale of the Series 2023 Bonds is hereby approved. The President and Chief Financial Officer (or their proper designees) are authorized and directed to certify that they have examined the Official Statement, and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement and that the Official Statement will not, at the date of closing, and did not, as of its date, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

#### Section 6. Tax Covenants relating to Series 2023-2 Bonds.

6.01. Tax-Exempt Series 2023-2 Bonds. The Port Authority covenants and agrees with the holders from time to time of the Series 2023-2 Bonds that it will not take or permit to be taken



by any of its officers, employees, or agents any action which would cause the interest on the Series 2023-2 Bonds to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Series 2023-2 Bonds.

6.02. Compliance with Code. The Port Authority will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Series 2023-2 Bonds under Section 103 of the Code, including, without limitation, requirements relating to temporary periods for investments and limitations on gross proceeds invested at a yield greater than the yield on the Series 2023-2 Bonds.

6.03. Not Private Activity Bonds. The Port Authority further covenants not to use the proceeds of the Series 2023-2 Bonds or to cause or permit them or any of them to be used in such a manner as to cause the Series 2023-2 Bonds to be deemed to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Procedural Requirements. The Port Authority will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

## Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Series 2023 Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Series 2023 Bond for each of the maturities set forth in the certificate of the Pricing Committee. Upon initial issuance, the ownership of each Series 2023 Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Series 2023 Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Series 2023 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Port Authority, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Series 2023 Bonds as securities depository (“Participants”) or to any other person on behalf of which a Participant holds an interest in the Series 2023 Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of Cede & Co., DTC or any Participant

with respect to any ownership interest in the Series 2023 Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Series 2023 Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Series 2023 Bonds, of any amount with respect to principal of, premium, if any, or interest on the Series 2023 Bonds. The Port Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2023 Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Series 2023 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2023 Bond, for the purpose of registering transfers with respect to such Series 2023 Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or on the order of the respective registered owners, as shown in the registration books *kept* by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the Port Authority's obligations with respect to payment of principal of, premium, if any, or interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Series 2023 Bond, as shown in the registration books kept by the Registrar, will receive a certificated Series 2023 Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Port Authority of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." shall refer to such new nominee of DTC, and upon receipt of such a notice, the Port Authority shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The Port Authority has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Series 2023 Bonds and notices with respect to the Series 2023 Bonds. Any Paying Agent or Registrar subsequently appointed by the Port Authority with respect to the Series 2023 Bonds shall agree to take all action necessary for all representations of the Port Authority in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the Port Authority, by resolution of the Board of Commissioners, determines that it is in the best interests of the persons having beneficial interests in the Series 2023 Bonds that they be able to obtain Series 2023 Bond certificates, the Port Authority will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Series 2023 Bond certificates. In such event the Port Authority will issue, transfer and exchange Series 2023 Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Series 2023 Bonds at any time by giving notice to the Port Authority and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the Port

Authority shall issue and the Registrar shall authenticate Series 2023 Bond certificates in accordance with this Resolution and the provisions hereof shall apply to the transfer, exchange and method of payment thereof.

7.05. Payments to DTC. Notwithstanding any other provision of this Resolution to the contrary, so long as a Series 2023 Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Series 2023 Bond and all notices with respect to the Series 2023 Bond shall be made and given, respectively, in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Defeasance. When all Series 2023 Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the holders of the Series 2023 Bonds will cease, except that the pledge of the City's full faith and credit by the Port Authority for the prompt and full payment of the principal of and interest on the Series 2023 Bonds will remain in full force and effect. The Port Authority may discharge all Series 2023 Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment, including interest earned thereon, in full of the Series 2023 Bonds. If any Series 2023 Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

[Section 9. Bank Qualification. The Series 2023-2 Bonds may be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code if determined by the Pricing Committee.]

Section 10. Continuing Disclosure. In order to satisfy the continuing disclosure requirements of Rule 15c2-12(b)(5), 17 CFR §240, 15c2-12, promulgated by the Securities Exchange Commission under the Securities Exchange Act of 1934, as amended, the appropriate officials of the Port Authority are hereby authorized and directed to execute and deliver a continuing disclosure undertaking substantially in the form of the Continuing Disclosure Certificate set forth in the Official Statement (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate is hereby approved with such changes, modifications, additions, and deletions as shall be necessary and appropriate and approved by the City Attorney and Ballard Spahr LLP, as bond counsel to the Port Authority.

Section 11. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity, or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

Section 13. Reimbursement. The Port Authority intends to make expenditures for the Project financed by the Series 2023-2 Bonds and reimburse such expenditures from the proceeds of the obligations. This resolution is intended to constitute a declaration of the Port Authority's official intent, for purposes of Section 1.150-2 of the Treasury Regulations, with respect to certain original expenditures made from any sources other than the proceeds of the obligations, in conjunction with the Project.

Adopted: April 25, 2023

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_

CERTIFICATION

I hereby certify that this is a true and correct copy, as on file with the Port Authority of the City of Saint Paul.

Dated: \_\_\_\_\_, 2023 \_\_\_\_\_

Notary Public

Ramsey County of the State of Minnesota

(SEAL)

**EXHIBIT A**

**FORM OF SERIES 2023-1 BOND**

No. R-\_\_\_\_\_ \$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY**

**PORT AUTHORITY OF THE CITY OF SAINT PAUL  
TAXABLE GENERAL OBLIGATION BOND  
SERIES 2023-1**

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	_____ August 1, 20	_____ _____, 2023	_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Port Authority of the City of Saint Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Series 2023-1 Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, as Registrar, Paying Agent, Transfer Agent, and Authenticating Agent, or its designated successor under the Resolutions described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged by the Port Authority.

[Optional redemption provisions to be added]

This Series 2023-1 Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to an Ordinance of the City Council of

the City of Saint Paul, Minnesota, adopted on May [17], 2023 and a resolution of the Board of Commissioners of the Issuer adopted on April [25], 2023 (collectively, the “Resolution”), for: (i) the payment of the purchase of land within the borders of the City that is marginal and blighted property (the “Property”); (ii) the preparation of such Property such that the Property is suitable and attractive for development, and the payment of costs incurred in connection with such acquisition and necessary action for such Property; (iii) paying for other purposes set forth in Minnesota Statutes, Sections 469.048 to 469.068, as amended (the “Port Authority Act”); (iv) the payment of the cost of public infrastructure improvements including but not limited to sewer (sanitary and stormwater) improvements, water improvements, roads, sidewalk, curb and gutter improvements, and green infrastructure at the Property or other property owned by the Port Authority for redevelopment; and (v) funding any necessary interest, if any, and costs of issuance of the Bonds (collectively, the “Project”). The principal hereof and interest hereon are payable primarily from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Series 2023-1 Bond and the Port Authority and the City have obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency, which additional taxes may be levied without limitation as to rate or amount. The Taxable Series 2023-1 Bonds are issued only as fully registered bonds in denominations of \$5,000 or any integral multiple thereof of single maturities. The interest on this Series 2023-1 Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2023-1 Bond is transferable upon the books of the Port Authority at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Taxable Series 2023-1 Bonds of other authorized denominations. Upon such transfer or exchange the Port Authority will cause a new Series 2023-1 Bond or Taxable Series 2023-1 Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Port Authority and the Registrar may deem and treat the person in whose name this Series 2023-1 Bond is registered as the absolute owner hereof, whether this Series 2023-1 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Port Authority nor the Registrar will be affected by any notice to the contrary.

This Series 2023-1 Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to

happen and to be performed preliminary to and in the issuance of this Series 2023-1 Bond in order to make it a valid and binding general obligation of the Port Authority in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Series 2023-1 Bond does not cause the indebtedness of the Port Authority to exceed any constitutional or statutory limitation of indebtedness.



IN WITNESS WHEREOF, the Port Authority of the City of Saint Paul, Minnesota, by its Board of Commissioners has caused this Series 2023-1 Bond to be executed on its behalf by the facsimile signature of its Chair, attested by the facsimile signature of its Secretary

**PORT AUTHORITY OF THE CITY OF SAINT PAUL,  
MINNESOTA**

---

Chair or Designee

Attest:

---

Secretary or Designee

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## CERTIFICATE OF AUTHENTICATION

This is one of the Taxable Series 2023-1 Bonds delivered pursuant to the Resolution mentioned within.

### U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By \_\_\_\_\_

Authorized Official

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2023-1 Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

TEN ENT -- as tenants by entireties

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) (Minor)

JT TEN — as joint tenants with right of  
survivorship and not as tenants in  
common

under Uniform Gifts or Transfers to  
Minors Act, State of \_\_\_\_\_

Additional abbreviations may also be used though not in the above list.

(The remainder of this page is intentionally left blank.)

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2023-1 Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Series 2023-1 Bond on the books kept for registration of the within Series 2023-1 Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2023-1 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Series 2023-1 Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Include information for all joint owners if  
this Series 2023-1 Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

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**EXHIBIT B**

**FORM OF SERIES 2023-2 BOND**

No. R-\_\_\_\_\_ \$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY**

**PORT AUTHORITY OF THE CITY OF SAINT PAUL  
TAX-EXEMPT GENERAL OBLIGATION BOND  
SERIES 2023-2**

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	_____ August 1, 20	_____ _____, 2023	_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Port Authority of the City of Saint Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Series 2023-2 Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, as Registrar, Paying Agent, Transfer Agent, and Authenticating Agent, or its designated successor under the Resolutions described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged by the Port Authority.

[Optional redemption provisions to be provided]

This Series 2023-2 Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to an Ordinance of the City Council of the City of Saint Paul, Minnesota, adopted on May [17], 2023 and a resolution of the Board of Commissioners of the Issuer adopted on April [25], 2023, (collectively, the "Resolution"), for:

(i) the payment of the purchase of land within the borders of the City that is marginal and blighted property (the “Property”); (ii) the preparation of such Property such that the Property is suitable and attractive for development, and the payment of costs incurred in connection with such acquisition and necessary action for such Property; (iii) paying for other purposes set forth in Minnesota Statutes, Sections 469.048 to 469.068, as amended (the “Port Authority Act”); (iv) the payment of the cost of public infrastructure improvements including but not limited to sewer (sanitary and stormwater) improvements, water improvements, roads, sidewalk, curb and gutter improvements, and green infrastructure at the Property or other property owned by the Port Authority for redevelopment; and (v) funding any necessary interest, if any, and costs of issuance of the Bonds (collectively, the “Project”). The principal hereof and interest hereon are payable primarily from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Series 2023-2 Bond and the Port Authority and the City have obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency, which additional taxes may be levied without limitation as to rate or amount. The Series 2023-2 Bonds are issued only as fully registered bonds in denominations of \$5,000 or any integral multiple thereof of single maturities. The interest on this Series 2023-2 Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2023-2 Bond is transferable upon the books of the Port Authority at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Series 2023-2 Bonds of other authorized denominations. Upon such transfer or exchange the Port Authority will cause a new Series 2023-2 Bond or Series 2023-2 Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Port Authority and the Registrar may deem and treat the person in whose name this Series 2023-2 Bond is registered as the absolute owner hereof, whether this Series 2023-2 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Port Authority nor the Registrar will be affected by any notice to the contrary.

This Series 2023-2 Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Series 2023-2 Bond in order to make it a valid and binding general obligation of the Port Authority in accordance with its terms, have been done, do exist, have happened and have been performed as so required,

and that the issuance of this Series 2023-2 Bond does not cause the indebtedness of the Port Authority to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the Port Authority of the City of Saint Paul, Minnesota, by its Board of Commissioners has caused this Series 2023-2 Bond to be executed on its behalf by the facsimile signature of its Chair, attested by the facsimile signature of its Secretary.

**PORT AUTHORITY OF THE CITY OF SAINT PAUL,  
MINNESOTA**

---

Chair or Designee

Attest:

---

Secretary or Designee

(The remainder of this page is intentionally left blank.)

## CERTIFICATE OF AUTHENTICATION

This is one of the Series 2023-2 Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Authorized Official

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2023-2 Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

TEN ENT -- as tenants by entireties

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) (Minor)

JT TEN — as joint tenants with right of  
survivorship and not as tenants in  
common

under Uniform Gifts or Transfers to  
Minors Act, State of \_\_\_\_\_

Additional abbreviations may also be used though not in the above list.

(The remainder of this page is intentionally left blank.)



## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2023-2 Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Series 2023-2 Bond on the books kept for registration of the within Series 2023-2 Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2023-2 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Series 2023-2 Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Include information for all joint owners if  
this Series 2023-2 Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

(The remainder of this page is intentionally left blank.)

DMFIRM #407348521 v5/450760.00/00404909

**File Number: Ord 23-23**

Granting authority to the Port Authority of the City of Saint Paul to issue and sell general obligation bonds to which the Port Authority pledges the full faith, credit, and resources of the City of Saint Paul pursuant to the provisions and by authority of said Minnesota Statutes, Chapters 469 and 475, as amended.

WHEREAS, the Port Authority of the City of Saint Paul (the “Port Authority”) has advised the City of Saint Paul (the “City”) of its belief that there are blighted and marginal properties within the meaning of Minnesota Statutes, Section 469.048, Subd. 5, within the boundaries of the City and has asked the City to authorize the issuance and sale, by the Port Authority, of its general obligation bonds in an original aggregate principal amount not to exceed \$15,000,000 (the “Bonds”) in two or more series of taxable and tax-exempt bonds, and for the pledge of the full faith, credit and resources of the City to the payment of such Bonds all pursuant to Minnesota Statutes, Section 469.060; and

WHEREAS, the Project to be financed with proceeds of the Bonds is the following uses: (i) the payment of the acquisition of land within the borders of the City that is marginal and blighted property (the “Property”); (ii) the preparation of such Property such that the Property is suitable and attractive for development, and the payment of costs incurred in connection with such acquisition and necessary action for such Property; (iii) paying for other purposes set forth in Minnesota Statutes, Sections 469.048 to 469.068, as amended (the “Port Authority Act”); (iv) the payment of the cost of public infrastructure improvements including but not limited to sewer (sanitary and stormwater) improvements, water improvements, roads, sidewalk, curb and gutter improvements, and green infrastructure at the Property or other property owned by the Port Authority for redevelopment; and (v) funding any necessary interest, if any, and costs of issuance of the Bonds (collectively, the “Project”); and

WHEREAS, copies of the Port Authority’s written request and briefing memo, dated April 12, 2023, attached as Exhibit A and B, respectively, were presented to said City Council on behalf of said Port Authority, as and for its application for the authorization described above, and, by reference, said documents are made a part hereof; and

WHEREAS, the City Council of the City, being duly advised by the Port Authority that the Port Authority will only use proceeds of the Bonds for the acquisition of Property and public improvements to sites that constitutes blighted and marginal property within the meaning of

Minnesota Statutes, Chapter 469, as amended (the “Act”), and that it is necessary and proper that the Port Authority issue and sell the Bonds in an aggregate principal amount not to exceed \$15,000,000 solely to fund the Project, to wit: to defray the cost and expense necessary to be incurred by said Port Authority for its acquisition of the Project, its construction of infrastructure improvements on the Property, the preparation of the Project for redevelopment, and for all other purposes authorized by authority of the Act and Minnesota Statutes, Chapter 475, as amended (the “Municipal Debt Act”); and

WHEREAS, on the basis of the foregoing, it is now the intention of the City Council of the City to grant authority to the Port Authority for the issuance of the Bonds; to prescribe the manner for establishing the amount, maturity schedule and rates of interest to be borne by the Bonds; to authorize the Port Authority to establish the date, denomination, place of payment and other details of the Bonds, including the form of the Bonds, in the manner provided in this Ordinance; and to authorize and consent to the pledge by the Port Authority of the full faith, credit and resources of the City to the payment of the Bonds as the same shall be issued and sold by the Port Authority, pursuant to the authority of the Act and the Municipal Debt Act, and pursuant to the authority granted by this Ordinance.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

#### Section 1

That subject to, and in accordance with, the applicable provisions, terms and conditions of this Ordinance and those contained in the Act, authority is hereby granted to the Port Authority of the City of Saint Paul, for the issuance and sale of Bonds in an original aggregate principal amount not to exceed \$15,000,000 solely for funding the Project and the use of the proceeds of such Bonds, for its defrayment of the cost and expense necessarily to be incurred by it for its acquisition of the Property, the Port Authority’s construction of infrastructure improvements on the Property and other property owned by the Port Authority for redevelopment, the preparation of the Property for redevelopment, payment of costs of issuance thereof, and for all other purposes authorized by the authority of the Act and the Municipal Debt Act.

#### Section 2

That the Port Authority is hereby authorized and directed to establish the date, denomination, place of payment, form and details of the Bonds, provided that: the Bonds shall be issued and sold by the Port Authority as tax-exempt and/or taxable Bonds, in two or more series, in the manner provided and allowed by law; the Bonds shall mature in the years and bear interest at the rate or rates per annum established by the offer to purchase the series of the Bonds then being issued which is determined to be the most favorable by a Pricing Committee comprised of a representative from the Port Authority, the City’s Treasurer, the City Debt Manager (or designee), and a representative of Port Authority’s municipal advisor as may have been retained by the Port Authority in connection with the issuance of the Bonds (collectively, the “Pricing

Committee”), on the basis of bids received by the Port Authority for either series of the Bonds; and the proceeds from the issuance and sale of the Bonds as received by said Port Authority shall be deposited by it in a fund of the Port Authority subject to disbursement only in defrayment of the costs and expenses necessarily to be incurred by the Port Authority for its funding of the Project, its construction of infrastructure improvements thereto, the preparation of the Project for redevelopment, and for all other purposes authorized by the Act. The Bonds may be made subject to redemption and prepayment at the option of the Port Authority at such time and price or prices as shall be determined by the Port Authority and approved by the Pricing Committee described above and upon such notice as is required by law.

### Section 3

That as security for the prompt and faithful payment of both principal and interest of said Bonds said Port Authority is hereby authorized to pledge the full faith, credit and resources of the City of Saint Paul, and such Bonds, both in respect of the principal amount of the same and in respect of the interest thereon, shall be paid by the Port Authority from tax levies provided therefore and authorized by the Act and the Municipal Debt Act.

### Section 4

That the Port Authority, in the event of the issuance of any series of said Bonds authorized hereunder, shall, before the issuance of the same, levy for each year, until the principal and interest are paid in full, a direct annual tax on all the taxable property in said City of Saint Paul in which the Port Authority has been created, in an amount not less than 5% in excess of the sum required to pay the principal and interest of the same when and as such principal and interest mature and, after such Bonds have been delivered to the purchasers, such tax shall be irrevocable until all such indebtedness is paid, and after the issuance of such Bonds no further action by said Port Authority shall be necessary to authorize the extensions, assessments and collection of such tax. That the Secretary of said Port Authority shall forthwith furnish a certified copy of such levy to the County Auditor of Ramsey County, Minnesota, the county in which said Port Authority and said City are located, together with full information regarding the Bonds of said Port Authority for which the tax is levied and such County Auditor shall extend and assess the tax so levied, and shall do so annually until the principal and interest have been paid in full. That any surplus resulting from the excess levy therein provided shall be transferred to a sinking fund after the principal and interest for which the tax was levied and collected has been paid; provided, that said Port Authority shall, on or before October 15 in any year, by appropriate action cause its Secretary to certify to the said County Auditor the amount on hand and available in its own treasury from earnings or other income, including the amount in the sinking fund, which it will use to pay the principal and interest or both on each specified series of the Bonds and the County Auditor shall reduce the levy for that year herein provided for by that amount. That the amount of funds so acquired shall be set aside by said Port Authority and be used for no other purpose than for the repayment of the principal and interest on such Bonds. That all such taxes being authorized to be levied under Section 469.060, as amended, pursuant thereto shall

be collected and remitted to the Port Authority by the County Treasurer in accordance with the provisions of law governing the collection of other taxes and shall be used solely for the payment of such Bonds when due.

#### Section 5

That said Port Authority shall provide for the exercise of the authority hereby granted for its issuance and sale of the Bonds, in one or more series of tax-exempt or taxable bonds, in an original aggregate principal amount of \$15,000,000 for the aforesaid purposes, and the pledge of the full faith, credit and resources of said City of Saint Paul, as security for the payment of the same, by its appropriate resolution, and without further action of the City Council of the City of Saint Paul. That in each such instance said Port Authority shall make do compliance with all applicable requirements for this Ordinance, the Act, the Municipal Debt Act, and all other applicable laws.

#### Section 6

That this ordinance shall take effect and be in force 45 days after the passage, approval and publication.

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS

**Meeting Date:** April 25, 2023

**From:**

Bruce A. Kessel



**Subject: DECERTIFICATION OF THE WILLIAMS HILL REDEVELOPMENT TAX INCREMENT  
FINANCING DISTRICT  
RESOLUTION NO. 4739**

**Action Requested:**

Approval to decertify the Williams Hill Redevelopment Tax Increment Financing District (the District) and authorize staff to submit the required documents to Ramsey County and other required parties.

**Background:**

The District was approved in October 1996 and has a statutory decertification date of December 31, 2026. When the District was created, it had a taxable market value of approximately \$1.65 million, \$52,779 in tax capacity, and less than 20 jobs. The District has performed better than the original projections. For taxes payable in 2022, the taxable market value was approximately \$77 million which translates to \$1.43 million in tax capacity and approximately \$1.9 million in tax increment. It is estimated that the current number of jobs in the District exceeds 520.

The District currently has cash on hand which will allow it to defease the remaining \$180,000 in debt outstanding on the 2010-2 Tax Exempt Revenue Refunding Bonds on June 1, 2023, as part of this decertification. Upon decertification, the remaining funds, after meeting the obligations of the District, will be returned to Ramsey County for redistribution to the appropriate taxing jurisdiction. This action will also restore the aforementioned taxable market value back to the tax base of the City of Saint Paul thereby reducing the tax burden on the City's residents in future years.

**Recommendation:**

We recommend approval to decertify the Williams Hill Redevelopment Tax Increment Financing District and authorize staff to submit the required documents to Ramsey County and other required parties.

Attachment: Resolution

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**[DECERTIFICATION OF THE WILLIAMS HILL REDEVELOPMENT  
TAX INCREMENT FINANCING DISTRICT]**

WHEREAS, The Port Authority of the City of Saint Paul (the "Port Authority"), created the Williams Hill Redevelopment Tax Increment Financing (TIF) District in 1996 in accordance with Minnesota Statutes; and

WHEREAS, the Williams Hill TIF District has performed better than originally projected; and

WHEREAS, the Williams Hill TIF District has funds on hand sufficient to defease the TIF District's remaining obligations, and it has been proposed that the Port Authority decertify the TIF District no later than July 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL:

1. That the Board of Commissioners of the Port Authority hereby finds, determines, and declares that it is for the best interests of the port district and the people thereof, to decertify the Williams Hill Redevelopment Tax Increment Financing District no later than July 31, 2023; and
2. That any funds remaining on hand in the TIF District after the defeasance of its remaining obligations shall be returned to Ramsey County as excess tax increment and redistributed to the appropriate taxing jurisdictions; and
3. That the staff of the Port Authority is hereby authorized and directed to determine the amount of tax increments to be returned to Ramsey County for redistribution and to transmit a copy of this resolution with a request to decertify the TIF District. Staff is also authorized to complete and execute any and all other documents that may be necessary to decertify the Williams Hill Redevelopment Tax Increment Financing District.

Adopted: April 25, 2023

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL

By \_\_\_\_\_  
Its Chair

Attest:

By \_\_\_\_\_  
Its Secretary

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS **Meeting Date:** April 25, 2023  
**From:** Monte Hilleman   
**Subject:** **APPROVAL OF DECLARATION OF RESTRICTIONS AND COVENANTS - THE HEIGHTS  
RESOLUTION NO. 4740**

**Action Requested:**

Approval of the Declaration of Restrictions and Covenants to guide development, provide building, site, and landscape design requirements, and operation and maintenance requirements at The Heights.

**Background:**

For each of its Business Centers, the Port Authority has tailored protective “covenants” to address specific site, building, and landscape design; sustainability; and operations and maintenance-related issues.

As we have provided you in the past for other business centers, attached are our recommended covenants for this redevelopment site (“Covenants”). The purpose of these Covenants is to guide desired development within this redevelopment site on Saint Paul's East Side. We believe it is very important to include certain site and building design, sustainability, and other community amenity requirements into each project developed by our buyers. This ensures the highest positive impact possible for the surrounding East Side neighborhoods, protects the value of the buyers' investments, and ensures the construction of high-performance, energy-efficient buildings that help prevent climate change.

The Covenants will be recorded with each property's land title in the real estate records of the Ramsey County Recorder's Office. For this redevelopment site, we have a goal and a plan for Net Zero Carbon development across the entire site including all building, infrastructure, and travel carbon emissions. To accomplish our Net Zero goal for this project, a more detailed document, *The Heights Design Guidelines and Requirements* (“Guidelines”), lays out the specific design guidelines and criteria necessary to deliver on the Net Zero goal. The Guidelines allow for more flexibility and will be published on the Port Authority's website (instead of being recorded in the real estate records) and updated by staff as dictated by emerging technologies and the marketplace. Importantly, in its current form, the Guidelines require all-electric buildings, buildings that are 50% more energy efficient than energy code, maximization of rooftop solar, and many other strategies to deliver on the Net Zero goal.

The Covenants and Guidelines will serve as the basis for analysis of the proposed developments within The Heights. We believe that these covenants are achievable for our business customers



## MEMORANDUM

and will serve to enhance the environment in the vicinity of this business center in the Greater East Side neighborhood.

The Covenants and Guidelines were developed with the input and significant involvement of the City of Saint Paul's Hillcrest Master Plan Community Advisory Committee, District 2 Community Planning Council, Saint Paul Planning Commission and committees, City of Saint Paul's Hillcrest Technical Advisory Committee, and several community-based workgroups convened and facilitated by the Port Authority. These included the Urban Design Workgroup, Sustainability Workgroup, Housing Workgroup, Outdoor Spaces Workgroup, and Public Art Workgroup (ongoing). The formal workgroup efforts consisted of 28 meetings and well over 100 hours of co-creation, ideation, refinement, and consensus building with the stakeholders. Each of these groups provided formal Letters of Consensus Recommendations to the Port Authority (housed in the Data Room on The Heights website) related to covenant requirements and design guidelines. Many of these recommendations were incorporated directly into the covenants or the Design Guidelines and Requirements documents. The Port Authority generally agreed to implement such recommendations to the extent we are able to in the marketplace.

**Recommendation:**

Approval of the Declaration of Restrictions and Covenants to guide development, provide building, site, and landscape design requirements, and operation and maintenance requirements, at The Heights.

Attachments:     Covenants  
                         Resolution

*[Above Space Reserved for Recording Data]*

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Saint Paul, MN

**DECLARATION OF RESTRICTIONS AND COVENANTS  
THE HEIGHTS**

THIS DECLARATION (the “Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 202\_\_, by the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a Minnesota public body corporate and politic (“Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the owner of real property situated in the City of Saint Paul (“City”), Minnesota, legally described in Exhibit A attached hereto and depicted in Exhibit B attached hereto (the “Property”); and

WHEREAS, Declarant intends to develop the Property and adjacent land as a mixed use development to be known as “The Heights” (the “Development”), subject to certain use restrictions and design principles; and

WHEREAS, Declarant seeks to guide the future development and use of the Property and the Development by future owners of the Property, or portions thereof (each such owner, together with its successors and assigns and all other future owners of the Property, an “Owner”, and each portion of the Property, a “Development Parcel”), in order to preserve and maintain the value of the Property, the Development and the surrounding community. In particular, Declarant seeks to utilize new concepts of integration of housing, workplaces, energy efficiency and sustainable design as contributing factors to the total community of the Development.

NOW THEREFORE, Declarant makes the following declarations as to limitations, restrictions and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the Property.

## ARTICLE 1 PROHIBITED USES

- 1.1 Nuisance. No noxious or offensive trade or activity shall be conducted upon any Development Parcel, nor shall anything be done thereon which shall constitute a public nuisance by reason of excessive emissions of odors, dust, fumes, smoke, or noise.
- 1.2 Uses. Use of the Property shall be consistent with existing City zoning. No portion of the Property shall be used for automobile wrecking purposes or the commercial storage or salvage of used materials, wastepaper, scrap paper, rags, scrap metal, bottles, or junk. No Development Parcel shall be used for self-storage or outdoor storage uses. No Development Parcel shall be property tax-exempt, except for those that have entered into a Payment In Lieu of Taxes (PILOT) agreement with Declarant and Ramsey County.

## ARTICLE 2 DESIGN GUIDELINES AND REQUIREMENTS

- 2.1 Heights Design Guidelines and Requirements. Declarant has developed a set of design guidelines and requirements (the "Heights Design Guidelines and Requirements") to assist Owners in the initial development and subsequent alteration of the Property. The Heights Design Guidelines and Requirements are available on Declarant's website and available upon request to Declarant and are subject to change from time to time as determined by Declarant in its sole discretion. Each Owner shall comply with all requirements set forth in the Heights Design Guidelines and Requirements that are applicable to their Development Parcel.

## ARTICLE 3 SUSTAINABILITY REQUIREMENTS

- 3.1 Purpose. In order to advance Declarant's mission to mitigate the effects of climate change through sustainable development and reduce energy use and CO2 emissions, Declarant has created the Heights Design Guidelines and Requirements to address: LEED Certification, energy efficient design and operations, electrification, renewable energy, embodied carbon, electric vehicle infrastructure, and construction and building waste management.
- 3.2 Reporting. The United States Environmental Protection Agency has created the "Energy Star Portfolio Manager," an energy management tool. Declarant has created an Energy Star Portfolio Manager for the Development. All Owners shall report whole-building energy consumption, on-site energy generation, electrical demand, and water use to the Energy Star Portfolio Manager for their Development Parcel (or such other energy management tool as determined by Declarant) on a monthly basis and to Declarant on an annual basis. Owners shall provide other building data upon the reasonable request of Declarant.

## ARTICLE 4 LANDSCAPING

- 4.1 General Requirements. Each Owner shall landscape their Development Parcel in accordance with a landscape plan (a "Landscape Plan") prepared by a licensed landscape architect and approved by Declarant pursuant to the design review process set forth in Article 7. Each Landscape Plan shall indicate the type, size, quantity, and placement of all plant materials proposed by the Owner. As further set forth in Article 7 below, Declarant shall use the Heights Design Guidelines and Requirements, which include budget, biodiversity and recommended planting guidelines, as the basis of its review of any Landscape Plan.
- 4.2 Maintenance. The landscaped areas of each Development Parcel and the street frontage boulevard areas shall be maintained in a neat and sightly manner. All plant material shall be properly planted and maintained in an organized and manicured manner pursuant to the maintenance requirements of Article 6. Where the term manicured is used, it shall mean that planting beds and turf transitions are neatly edged, and that ground layer plantings do not intrude upon walkways, drives, or curbs.

## ARTICLE 5 FENCING

- 5.1 Types of Fences. Various types of fencing may be used depending on the location of each Development Parcel in accordance with the Heights Design Guidelines and Requirements. All fencing plans must be approved by Declarant pursuant to the design review process set forth in Article 7. Declarant shall use the Heights Design Guidelines and Requirements as the basis for its review of all fencing plans.

## ARTICLE 6 MAINTENANCE

- 6.1 Common Area Maintenance. Declarant shall provide for the maintenance of the areas of the Development used in common by all Owners, which areas include, but are not limited to, the entrance features, stormwater ponds and all related structures and improvements, wetlands, landscaping berms, public art installations, passive open space, interpretive areas, public amenities, driveways, roads, sidewalks, trails, and electrical, plumbing, gas, and other utility lines installed to provide service to the Development as a whole (the "Common Areas"). Each Owner shall pay to Declarant on a quarterly basis each year, without demand, deduction or setoff, as "Common Area Maintenance", such Owner's Proportionate Share multiplied by the Operating Expenses of the Development for each Operating Year all in accordance with the provisions of Exhibit C which is incorporated herein by this reference. Declarant shall have a lien upon each parcel for any such assessment levied for common area maintenance from the time such assessment becomes payable.

- 6.2 Parcel Maintenance. Each Owner shall be responsible for maintaining their Development Parcel in a manicured, well-kept manner. Landscape maintenance shall include, but not be limited to, mowing, pruning, watering, fertilizing, mulching of planting beds, plant replacement, litter collection, and other activities needed to keep the parcel neat and orderly, and to keep the plants healthy and in vigorous growing condition. Each Owner shall be responsible for all maintenance, repair, and replacement of all public and private sidewalks and private paved areas on their Development Parcel, such as walkways, parking lots, and loading areas, including prompt removal of snow and ice from such areas. Areas for snow storage shall be identified on the landscape plan. Use of the front setback area of the lot or any other area not designated for snow storage in the approved landscape plan shall not be permitted.

## ARTICLE 7 DESIGN REVIEW

- 7.1 Purpose. Certain aspects of design and development (beyond technical criteria) are not easily prescribed by rules and regulations. Among these are such intangibles as the spatial relationships of structures and open spaces, the architectural compatibility of buildings, the patterns of human activity and a general interpretation of the design framework as applied to the development of each Development Parcel. Such matters require the timely exercise of judgment by those familiar with the Development's goals and qualified to evaluate the design of development proposals. Therefore, improvements to be constructed on the Property shall be subject to review by Declarant for compliance with the Heights Design Guidelines and Requirements, which shall govern the placement, design and maintenance of buildings, improvements, open spaces, landscaping and other matters impacting the Property. Improvements for which Declarant approval is required are to be constructed per the Heights Design Guidelines and Requirements in existence as of the date the preliminary plans were submitted to Declarant for approval. Changes to the Heights Design Guidelines and Requirements shall not require changes in construction of plans previously approved by Declarant.
- 7.2 Prohibition on Construction or Alterations. Except as expressly provided in this Article, no structure, building, addition, deck, patio, wall, enclosure, window, exterior door, sign, display, decoration, exterior color change, topographical or landscaping change, exterior antenna, stormwater facility, ground source heating/cooling facility, utilities or any other exterior improvements above or below ground to, or alteration or demolition of, any building or any other improvement on the Property which is visible from the exterior of the building or any interior alteration to any building which would cause the building to be out of compliance with this Declaration or the approved Plans (as defined below) for the building (collectively referred to as "Alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing in detail the nature, kind, shape, height, color, materials and locations of the Alterations shall have been approved in writing by Declarant.

- 7.3 Design Review Process. The design review process includes three stages with the end result of an Approval Letter provided by Declarant and is required for all initial construction and any subsequent Alterations. In some cases, additional informal meetings or submittals may be required, based on unique project circumstances. The review process is as follows:
- 7.3.1 Concept Design Phase: Owner or prospective purchaser is encouraged to schedule an initial meeting (or meetings, if necessary) (the "Concept Design Phase") with Declarant as early in design as feasible to establish an understanding of this Declaration and the required process. During the Concept Design Phase, the Owner shall present its concept design to Declarant. The concept design shall provide and show all information specified and required in the Heights Design Guidelines and Requirements. Declarant must approve in writing the Owner's design concept before the Declarant will accept the Owner's submission for Preliminary Plans Review (as defined below).
- 7.3.2. Preliminary Design Phase: Based on the design concept approved by Declarant during the Concept Plan Phase, the Owner shall submit to Declarant its preliminary plans for the proposed initial construction or Alterations on its portion of the Property for review by the Declarant (the "Preliminary Plans Review"). At this stage, such plans shall provide and show all the information, drawings, and data specified and required in the Heights Design Guidelines and Requirements and such other information as may be reasonably requested or required by Declarant. Declarant must approve in writing the Owner's preliminary plans before Declarant will accept the Owner's submission for Final Plans Review (as defined below).
- 7.3.3. Final Design Phase: Based on the preliminary plans approved by Declarant and at least thirty (30) days before the proposed commencement of any construction, renovation or alteration of any improvements (including landscaping, grading and installation of drainage facilities) upon any part of the Property, the Owner shall submit to Declarant its Plans (as defined below) for the proposed initial construction or Alteration for final review by Declarant (the "Final Plans Review").
- 7.3.4. Approval Letters: The Declarant will review the final submitted documentation and, if it deems that the design conforms with this Declaration and the Heights Design Guidelines and Requirements, it will issue a written approval (an "Approval Letter") indicating conformance.
- 7.4 Plans and Documentation of Design Guidelines and Requirements. As used herein, "Plans" shall mean a set of plans and specifications signed by an architect, landscape architect, and/or appropriate engineers and shall be on a common and consistent scale. The Plans for any improvements, renovations or alterations shall include each of the following, unless otherwise waived in writing by Declarant during the design review process, and the Plans for any initial construction shall include, at a minimum:

- 7.4.1. A completed [“Site Plan Review Application”](#) form as required by the City of St. Paul.
  - 7.4.2. A project description/overview narrative as required by the City of St. Paul. This narrative should include a description of how the project will meet the major requirements of this Declaration, as well as describing any proposed deviations.
  - 7.4.3. All surveys, plans, maps, exhibits, reports, memos, studies, and applications listed on the City of St. Paul’s form “Submittal Requirements” checklist (such documents are listed on the City of St. Paul’s Site Plan Review Application). If an item from the checklist is not applicable, an explanation should be given in the comment column of the form.
  - 7.4.4. Signage design documents, which shall include scaled elevation drawings, plans indicating the placement and size of any proposed sign, together with a detail drawing of the proposed sign.
  - 7.4.5. Cost estimate and cost summary demonstrating that 2% of the overall project budget is used for landscape (see the Heights Design Guidelines and Requirements for information on what costs are included as landscaping costs).
  - 7.4.6 The above documentation in total shall describe and depict the project’s conformance with the Heights Design Guidelines and Requirements for the Development Parcel’s zoning.
- 7.5 Variances. Declarant may in its sole and absolute discretion grant variances from the strict application of the provisions of the Heights Design Guidelines and Requirements in cases where, by reason of extraordinary and exceptional conditions of any site or circumstances, strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner or tenant of any property or where otherwise deemed appropriate by Declarant.

For initial construction on the Property, an Owner’s submittal of Plans to Declarant for review shall be deemed an application and Declarant’s issuance of an Approval Letter for any Plans that are not in compliance with the provisions of this Declaration shall be deemed approval of a variance pursuant to this section. For subsequent Alterations to the Property that vary from the strict application of the Heights Design Guidelines and Requirements, the Owner must file with Declarant a variance application in writing, signed by an authorized Owner representative, with supporting documentation.

Any expenses Declarant incurs to review an Owner’s variance application shall be paid by Owner, and Declarant may require an upfront payment of a reasonable estimate of such expenses before the application is deemed officially filed with Declarant. Declarant’s variance approval is personal to the Owner and does not run with the land and does not benefit successors-in-interest unless expressed otherwise in writing and the written variance is duly executed by Declarant and is recorded with the Ramsey County Recorder’s Office. Declarant’s grant of a variance for an Owner shall not and does not

constitute a variance to any other Owner in the Property and does not constitute a waiver of any provision of this Declaration with respect to any other Owner.

## ARTICLE 8 ENFORCEMENT

- 8.1 Right of Enforcement, Choice of Law, Jurisdiction, and Venue. This Declaration is for the mutual benefit of Declarant, the City and all Owners. Declarant and any Owner of any Development Parcel shall have the right to enforce the requirements of this Declaration on any other Owner. This Declaration shall run with and be binding upon the Property. In addition, any violation of this Declaration constitutes a default under the terms and conditions of any lease or land sale contract entered into with respect to the Property. Any default shall be enforceable by specific performance, injunctive relief, declaratory judgment, and/or money damages by reasons of the breach of these standards. This Declaration shall be governed by and in accordance with the laws of the State of Minnesota. Any and all legal actions, claims, or disputes alleging any default of the Declaration shall be initiated, filed, and venued exclusively in the State of Minnesota, Ramsey County, and shall not be removed therefrom to any other federal or state court.
- 8.2 Compliance With Existing Ordinances and Codes. The scope and terms of this Declaration are considered as supplemental to the requirements of any existing zoning ordinance and building code of the City or other governing authority. The design review process will not be a substitute for the normal plan review of appropriate public agencies.
- 8.3 Responsibility for Informing. Owners are solely responsible for informing developers, designers, contractors, and subcontractors of the terms of this Declaration. Declarant assumes no responsibility for informing such parties of the terms of this Declaration.
- 8.4 Prevailing Party Attorneys' Fees. An Owner and/or Declarant if it is the prevailing party shall be entitled to recover its attorneys' fees incurred in enforcing the terms of this Declaration.
- 8.5 Severability. If it is determined by a court of competent jurisdiction that any provision(s) of this Declaration are unenforceable or unlawful, the remainder of this Declaration shall remain in full force and effect.

## ARTICLE 9 MISCELLANEOUS

- 9.1 As-Is Condition; Waiver. Each Owner, its tenants, invitees, permittees and mortgagees and anyone acquiring any right, title, or interest in the Property, for itself, its successors, assigns, heirs, and anyone claiming by or through it, accepts the Property in an "as-is," "where is" condition, with all faults, defects, and deficiencies, including the Property's environmental and geotechnical condition, and agrees to make no claim against



Declarant, its successors or assigns, by reason of the environmental condition of the Property. In addition, each Owner hereby waives any and all rights or claims against Declarant for contribution, indemnity, reimbursement, or damages arising under any federal, state, or local law (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 *et seq.*, and the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01 *et. seq.*) relating to environmental, health, or safety matters, or under the common law, recognizing that Declarant is only a conduit with respect to the Property and has undertaken no activities of its own with respect to the Property except environmental remediation, if any.

- 9.2 Indemnity. Each Owner shall indemnify, defend, and hold harmless Declarant, its successors and assigns, from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, and expenses (including without limitation reasonable attorneys' and consultants' fees) asserted against or incurred by Declarant, its successors or assigns, at law or in equity, and arising from or relating to activities on such Owner's Development Parcel or the acts or omissions of such Owner, its directors, officers, employees, agents, contractors, tenants, licensees, permittees or invitees, or anyone acting for or on behalf of such Owner, including without limitation the failure to fulfill any obligation of such Owner under this Declaration and any activities that cause or exacerbate soil or groundwater contamination on the Property, except to the extent caused by the gross negligence or willful misconduct of Declarant.

[Signature Page Follows]



## **EXHIBIT A**

### **Legal Description of Property**

Proposed Lot 1, Block 1, HEIGHTS ADDITION, Description

March 9, 2023

That part of Lots 1 through 5, inclusive, and Lots 8 through 12, inclusive, Block 13, FURNESS' GARDEN LOTS, Lots 1 through 30, inclusive, Block 1, and Lots 1 through 7, inclusive, and Lots 24 through 30, inclusive, Block 2, HARVESTER HEIGHTS ST. PAUL, all in Ramsey County, Minnesota, vacated Sherwood Avenue, vacated Howard Avenue, vacated Lake Como and Phalen Avenue, vacated Center Street, and the vacated alleys described as follows:

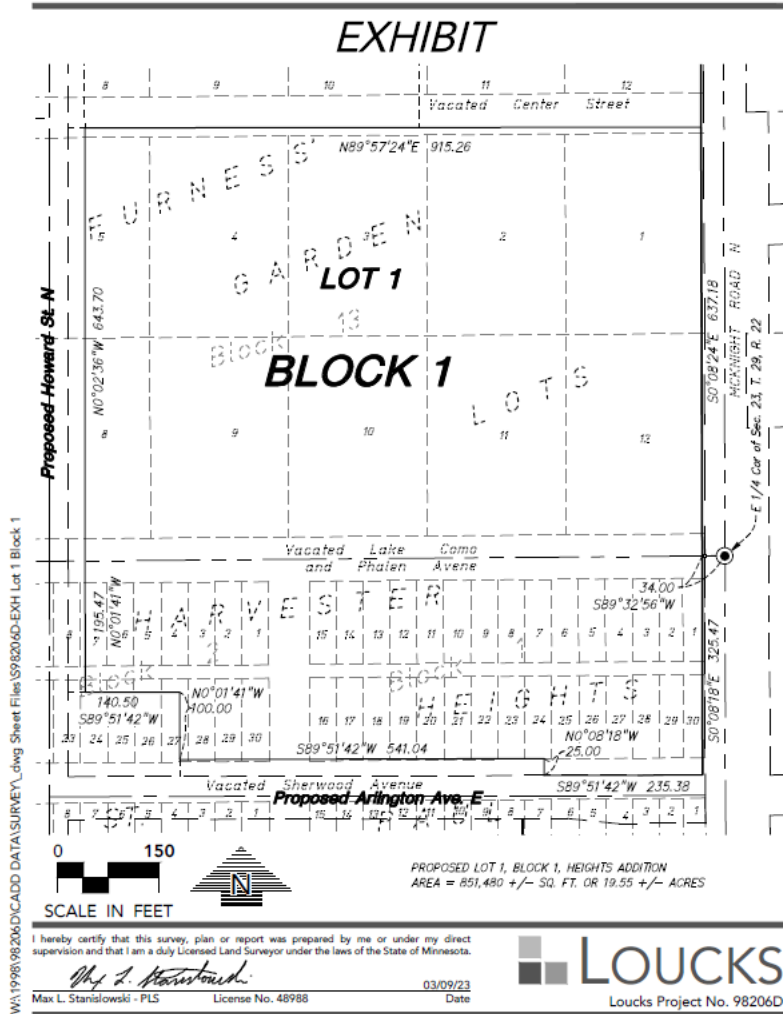
Commencing at the East Quarter Corner of Section 23, Township 29, Range 22, Ramsey County, Minnesota; thence on an assumed bearing of South 89 degrees 32 minutes 56 seconds West, along the East West Quarter Line of said Section 23, a distance of 34.00 feet to the point of beginning of the land to be described; thence South 00 degrees 08 minutes 18 seconds East, 325.47 feet; thence South 89 degrees 51 minutes 42 seconds West, 235.38 feet; thence North 00 degrees 08 minutes 18 seconds West, 25.00 feet; thence South 89 degrees 51 minutes 42 seconds West, 541.04 feet; thence North 00 degrees 01 minute 41 seconds West, 100.00 feet; thence South 89 degrees 51 minutes 42 seconds West, 140.50 feet; thence North 00 degrees 01 minute 41 seconds West, 195.47 feet; thence North 00 degrees 02 minutes 36 seconds West, 643.70 feet; thence North 89 degrees 57 minutes 24 seconds East, 915.26 feet; thence South 00 degrees 08 minutes 24 seconds East, 637.18 feet to the point of beginning.

To be known as Lot 1, Block 1 of The Heights, Ramsey County Minnesota. \*

\*The above legal description is a preliminary description only and is subject to update pursuant to Seller's platting process.

## EXHIBIT B

### Depiction of Property



## **EXHIBIT C**

### **Operating Expenses**

#### **ARTICLE 1 DEFINITIONS.**

- 1.1 “Essential Capital Improvements” shall mean an installation or improvement intended to improve the safety of Owners in the Development generally, whether or not voluntary or required by governmental mandate, or an installation or improvement required by reason of any local, state, or federal law, ordinance, regulation, rule, or the like which did not exist on the date of the execution of this Declaration.
- 1.2 “Operating Expenses” shall mean all of Declarant’s operating costs and expenses of whatever kind or nature paid or incurred in the operation and maintenance of the Common Areas, all computed on the accrual basis and in accordance with the terms of this Declaration.
- 1.3 “Operating Year” shall mean each calendar year or such other period of twelve (12) months as hereafter may be adopted by Declarant as its fiscal year.
- 1.4 “Owner’s Proportionate Share” shall mean the fraction of proportional land ownership of each Owner versus the entire Development, the numerator of which shall be the square feet of land of the applicable Development Parcel and the denominator of which shall be the square footage of the Development as reasonably determined by Declarant.

#### **ARCITLE 2. OPERATING EXPENSES**

- 2.1 Except as otherwise set forth herein, beginning on the effective date of this Declaration, and for each Operating Year, each Owner shall pay Owner’s Proportionate Share of Operating Expenses.
- 2.2 On or before December 1 of each Operating Year, Declarant shall provide each Owner with a written statement projecting such Owner’s Proportionate Share of Operating Expenses for upcoming Operating Year (the "Budget"). The Budget shall contain sufficient detail to support the Budget and the Operating Expenses to be incurred to keep the Common Areas in good condition and repair. Commencing on the first day of the first quarter following receipt of the Budget and continuing until receipt by an Owner of the Budget of the next Operating Year, such Owner shall pay to Declarant each quarter, at the start of the quarter, an amount equal to one-fourth (1/4th) of such Owner’s Proportionate Share of Operating Expenses for the Operating Year as estimated in the Budget. If Declarant shall fail to timely provide a Budget for any Operating Year, the Owners shall not be released from their obligation to pay each Owner's Proportionate Share of Operating Expenses, but shall continue to pay based on the most recently provided Budget until such time as the Declarant provides a new Budget.
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Expenses were greater than actual Operating Expenses shall be either (i) credited to the next Operating Expenses payable by said Owner under this Exhibit C or (ii) refunded to said Owner if no Operating Expenses are then due and payable.

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In determining Operating Expenses for any Operating Year, if the Development was less than fully occupied during such entire year, Declarant shall pay the proportional share for any land owned by the Declarant.

### ARTICLE 4 AUDIT

Every Owner shall have the right to examine, audit and photocopy Declarant's books and records relating to said Owner's Proportionate Share of Operating Expenses for any Operating Year for a period of three (3) months following the date that Owner receives the Operating Statement; provided, however, that (a) any Owner may exercise such right only once per twelve (12) month period; and (b) the requesting Owner signs a confidentiality agreement in form satisfactory to Declarant in its sole discretion prior to accessing Declarant's books and records. Any Owner who wishes to perform said audit shall give Declarant not less than thirty (30) days' prior written notice of its intention to examine and audit such books and records, and such examination and audit shall take place in the city where the Declarant's property manager is located. The audit shall be performed by a certified public accountant and shall be on a non-contingent fee basis and shall be borne solely by the requesting Owner. If the payments made by the requesting Owner for such year are more than that Owner's required payment on account thereof for such Operating Year, Declarant shall promptly refund such overpayment. If the payments made by the requesting Owner for such year are less than that Owner's required payment on account thereof for such Operating Year, said Owner shall pay the deficiency to Declarant within thirty (30) days after conclusion of the examination and audit as well as Declarant's actual out-of-pocket costs in connection with such examination and audit. If an Owner does not elect to exercise its right to examine and audit Declarant's books and records for any Operating Year within the time period provided for by this Article 4, said Owner shall have no further right to challenge its Proportionate Share of Operating Expenses for the applicable Operating Year.

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**[DECLARATION OF RESTRICTIONS AND COVENANTS – THE HEIGHTS]**

WHEREAS, the Port Authority of the City of Saint Paul is a public body corporate and politic organized pursuant to Chapter 469 of Minnesota Statutes, and

WHEREAS, the district of the Port Authority is the City of Saint Paul and the Port Authority is committed to the development of The Heights business center on the city’s East Side, and

WHEREAS, for each of the Port Authority’s business centers, the Port Authority develops covenants, which guide development, address specific site, building and landscape design issues, as well as operation and maintenance requirements, related to the business center, and

WHEREAS, attached hereto as Exhibit A is the Declaration of Restrictions and Covenants (“Covenants”) designed for The Heights, and

WHEREAS, the purpose of the Covenants is to guide desired development within this site, which includes requiring certain design, architectural features, and other site plan components in each project developed in order to yield the highest positive impact possible for the surrounding neighborhoods, as well as ensure the construction of high-performance, energy efficient buildings that help prevent climate change, and

WHEREAS, the Port Authority believes that the proposed Covenants are achievable for the site and will serve to enhance the environment in the vicinity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL that the Covenants attached hereto, to be applied to The Heights business center in Saint Paul, Minnesota, and recorded in the real estate records of Ramsey County, are hereby approved; and

BE IT FURTHER RESOLVED that the President or anyone acting under the President’s direction is hereby authorized to execute the necessary documents to apply the Covenants attached hereto to The Heights business center in Saint Paul, Minnesota.

Adopted: April 25, 2023

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL

Attest:

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Secretary

Attachment: Exhibit A - Covenants

*[Above Space Reserved for Recording Data]*

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Saint Paul, MN

**DECLARATION OF RESTRICTIONS AND COVENANTS  
THE HEIGHTS**

THIS DECLARATION (the “Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 202\_\_, by the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a Minnesota public body corporate and politic (“Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the owner of real property situated in the City of Saint Paul (“City”), Minnesota, legally described in Exhibit A attached hereto and depicted in Exhibit B attached hereto (the “Property”); and

WHEREAS, Declarant intends to develop the Property and adjacent land as a mixed use development to be known as “The Heights” (the “Development”), subject to certain use restrictions and design principles; and

WHEREAS, Declarant seeks to guide the future development and use of the Property and the Development by future owners of the Property, or portions thereof (each such owner, together with its successors and assigns and all other future owners of the Property, an “Owner”, and each portion of the Property, a “Development Parcel”), in order to preserve and maintain the value of the Property, the Development and the surrounding community. In particular, Declarant seeks to utilize new concepts of integration of housing, workplaces, energy efficiency and sustainable design as contributing factors to the total community of the Development.

NOW THEREFORE, Declarant makes the following declarations as to limitations, restrictions and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the Property.



## ARTICLE 1 PROHIBITED USES

- 1.1 Nuisance. No noxious or offensive trade or activity shall be conducted upon any Development Parcel, nor shall anything be done thereon which shall constitute a public nuisance by reason of excessive emissions of odors, dust, fumes, smoke, or noise.
- 1.2 Uses. Use of the Property shall be consistent with existing City zoning. No portion of the Property shall be used for automobile wrecking purposes or the commercial storage or salvage of used materials, wastepaper, scrap paper, rags, scrap metal, bottles, or junk. No Development Parcel shall be used for self-storage or outdoor storage uses. No Development Parcel shall be property tax-exempt, except for those that have entered into a Payment In Lieu of Taxes (PILOT) agreement with Declarant and Ramsey County.

## ARTICLE 2 DESIGN GUIDELINES AND REQUIREMENTS

- 2.1 Heights Design Guidelines and Requirements. Declarant has developed a set of design guidelines and requirements (the "Heights Design Guidelines and Requirements") to assist Owners in the initial development and subsequent alteration of the Property. The Heights Design Guidelines and Requirements are available on Declarant's website and available upon request to Declarant and are subject to change from time to time as determined by Declarant in its sole discretion. Each Owner shall comply with all requirements set forth in the Heights Design Guidelines and Requirements that are applicable to their Development Parcel.

## ARTICLE 3 SUSTAINABILITY REQUIREMENTS

- 3.1 Purpose. In order to advance Declarant's mission to mitigate the effects of climate change through sustainable development and reduce energy use and CO2 emissions, Declarant has created the Heights Design Guidelines and Requirements to address: LEED Certification, energy efficient design and operations, electrification, renewable energy, embodied carbon, electric vehicle infrastructure, and construction and building waste management.
- 3.2 Reporting. The United States Environmental Protection Agency has created the "Energy Star Portfolio Manager," an energy management tool. Declarant has created an Energy Star Portfolio Manager for the Development. All Owners shall report whole-building energy consumption, on-site energy generation, electrical demand, and water use to the Energy Star Portfolio Manager for their Development Parcel (or such other energy management tool as determined by Declarant) on a monthly basis and to Declarant on an annual basis. Owners shall provide other building data upon the reasonable request of Declarant.

## ARTICLE 4 LANDSCAPING

- 4.1 General Requirements. Each Owner shall landscape their Development Parcel in accordance with a landscape plan (a "Landscape Plan") prepared by a licensed landscape architect and approved by Declarant pursuant to the design review process set forth in Article 7. Each Landscape Plan shall indicate the type, size, quantity, and placement of all plant materials proposed by the Owner. As further set forth in Article 7 below, Declarant shall use the Heights Design Guidelines and Requirements, which include budget, biodiversity and recommended planting guidelines, as the basis of its review of any Landscape Plan.
- 4.2 Maintenance. The landscaped areas of each Development Parcel and the street frontage boulevard areas shall be maintained in a neat and sightly manner. All plant material shall be properly planted and maintained in an organized and manicured manner pursuant to the maintenance requirements of Article 6. Where the term manicured is used, it shall mean that planting beds and turf transitions are neatly edged, and that ground layer plantings do not intrude upon walkways, drives, or curbs.

## ARTICLE 5 FENCING

- 5.1 Types of Fences. Various types of fencing may be used depending on the location of each Development Parcel in accordance with the Heights Design Guidelines and Requirements. All fencing plans must be approved by Declarant pursuant to the design review process set forth in Article 7. Declarant shall use the Heights Design Guidelines and Requirements as the basis for its review of all fencing plans.

## ARTICLE 6 MAINTENANCE

- 6.1 Common Area Maintenance. Declarant shall provide for the maintenance of the areas of the Development used in common by all Owners, which areas include, but are not limited to, the entrance features, stormwater ponds and all related structures and improvements, wetlands, landscaping berms, public art installations, passive open space, interpretive areas, public amenities, driveways, roads, sidewalks, trails, and electrical, plumbing, gas, and other utility lines installed to provide service to the Development as a whole (the "Common Areas"). Each Owner shall pay to Declarant on a quarterly basis each year, without demand, deduction or setoff, as "Common Area Maintenance", such Owner's Proportionate Share multiplied by the Operating Expenses of the Development for each Operating Year all in accordance with the provisions of Exhibit C which is incorporated herein by this reference. Declarant shall have a lien upon each parcel for any such assessment levied for common area maintenance from the time such assessment becomes payable.

- 6.2 Parcel Maintenance. Each Owner shall be responsible for maintaining their Development Parcel in a manicured, well-kept manner. Landscape maintenance shall include, but not be limited to, mowing, pruning, watering, fertilizing, mulching of planting beds, plant replacement, litter collection, and other activities needed to keep the parcel neat and orderly, and to keep the plants healthy and in vigorous growing condition. Each Owner shall be responsible for all maintenance, repair, and replacement of all public and private sidewalks and private paved areas on their Development Parcel, such as walkways, parking lots, and loading areas, including prompt removal of snow and ice from such areas. Areas for snow storage shall be identified on the landscape plan. Use of the front setback area of the lot or any other area not designated for snow storage in the approved landscape plan shall not be permitted.

## ARTICLE 7 DESIGN REVIEW

- 7.1 Purpose. Certain aspects of design and development (beyond technical criteria) are not easily prescribed by rules and regulations. Among these are such intangibles as the spatial relationships of structures and open spaces, the architectural compatibility of buildings, the patterns of human activity and a general interpretation of the design framework as applied to the development of each Development Parcel. Such matters require the timely exercise of judgment by those familiar with the Development's goals and qualified to evaluate the design of development proposals. Therefore, improvements to be constructed on the Property shall be subject to review by Declarant for compliance with the Heights Design Guidelines and Requirements, which shall govern the placement, design and maintenance of buildings, improvements, open spaces, landscaping and other matters impacting the Property. Improvements for which Declarant approval is required are to be constructed per the Heights Design Guidelines and Requirements in existence as of the date the preliminary plans were submitted to Declarant for approval. Changes to the Heights Design Guidelines and Requirements shall not require changes in construction of plans previously approved by Declarant.
- 7.2 Prohibition on Construction or Alterations. Except as expressly provided in this Article, no structure, building, addition, deck, patio, wall, enclosure, window, exterior door, sign, display, decoration, exterior color change, topographical or landscaping change, exterior antenna, stormwater facility, ground source heating/cooling facility, utilities or any other exterior improvements above or below ground to, or alteration or demolition of, any building or any other improvement on the Property which is visible from the exterior of the building or any interior alteration to any building which would cause the building to be out of compliance with this Declaration or the approved Plans (as defined below) for the building (collectively referred to as "Alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing in detail the nature, kind, shape, height, color, materials and locations of the Alterations shall have been approved in writing by Declarant.

- 7.3 Design Review Process. The design review process includes three stages with the end result of an Approval Letter provided by Declarant and is required for all initial construction and any subsequent Alterations. In some cases, additional informal meetings or submittals may be required, based on unique project circumstances. The review process is as follows:
- 7.3.1 Concept Design Phase: Owner or prospective purchaser is encouraged to schedule an initial meeting (or meetings, if necessary) (the "Concept Design Phase") with Declarant as early in design as feasible to establish an understanding of this Declaration and the required process. During the Concept Design Phase, the Owner shall present its concept design to Declarant. The concept design shall provide and show all information specified and required in the Heights Design Guidelines and Requirements. Declarant must approve in writing the Owner's design concept before the Declarant will accept the Owner's submission for Preliminary Plans Review (as defined below).
- 7.3.2. Preliminary Design Phase: Based on the design concept approved by Declarant during the Concept Plan Phase, the Owner shall submit to Declarant its preliminary plans for the proposed initial construction or Alterations on its portion of the Property for review by the Declarant (the "Preliminary Plans Review"). At this stage, such plans shall provide and show all the information, drawings, and data specified and required in the Heights Design Guidelines and Requirements and such other information as may be reasonably requested or required by Declarant. Declarant must approve in writing the Owner's preliminary plans before Declarant will accept the Owner's submission for Final Plans Review (as defined below).
- 7.3.3. Final Design Phase: Based on the preliminary plans approved by Declarant and at least thirty (30) days before the proposed commencement of any construction, renovation or alteration of any improvements (including landscaping, grading and installation of drainage facilities) upon any part of the Property, the Owner shall submit to Declarant its Plans (as defined below) for the proposed initial construction or Alteration for final review by Declarant (the "Final Plans Review").
- 7.3.4. Approval Letters: The Declarant will review the final submitted documentation and, if it deems that the design conforms with this Declaration and the Heights Design Guidelines and Requirements, it will issue a written approval (an "Approval Letter") indicating conformance.
- 7.4 Plans and Documentation of Design Guidelines and Requirements. As used herein, "Plans" shall mean a set of plans and specifications signed by an architect, landscape architect, and/or appropriate engineers and shall be on a common and consistent scale. The Plans for any improvements, renovations or alterations shall include each of the following, unless otherwise waived in writing by Declarant during the design review process, and the Plans for any initial construction shall include, at a minimum:

- 7.4.1. A completed [“Site Plan Review Application”](#) form as required by the City of St. Paul.
  - 7.4.2. A project description/overview narrative as required by the City of St. Paul. This narrative should include a description of how the project will meet the major requirements of this Declaration, as well as describing any proposed deviations.
  - 7.4.3. All surveys, plans, maps, exhibits, reports, memos, studies, and applications listed on the City of St. Paul’s form “Submittal Requirements” checklist (such documents are listed on the City of St. Paul’s Site Plan Review Application). If an item from the checklist is not applicable, an explanation should be given in the comment column of the form.
  - 7.4.4. Signage design documents, which shall include scaled elevation drawings, plans indicating the placement and size of any proposed sign, together with a detail drawing of the proposed sign.
  - 7.4.5. Cost estimate and cost summary demonstrating that 2% of the overall project budget is used for landscape (see the Heights Design Guidelines and Requirements for information on what costs are included as landscaping costs).
  - 7.4.6 The above documentation in total shall describe and depict the project’s conformance with the Heights Design Guidelines and Requirements for the Development Parcel’s zoning.
- 7.5 Variances. Declarant may in its sole and absolute discretion grant variances from the strict application of the provisions of the Heights Design Guidelines and Requirements in cases where, by reason of extraordinary and exceptional conditions of any site or circumstances, strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner or tenant of any property or where otherwise deemed appropriate by Declarant.

For initial construction on the Property, an Owner’s submittal of Plans to Declarant for review shall be deemed an application and Declarant’s issuance of an Approval Letter for any Plans that are not in compliance with the provisions of this Declaration shall be deemed approval of a variance pursuant to this section. For subsequent Alterations to the Property that vary from the strict application of the Heights Design Guidelines and Requirements, the Owner must file with Declarant a variance application in writing, signed by an authorized Owner representative, with supporting documentation.

Any expenses Declarant incurs to review an Owner’s variance application shall be paid by Owner, and Declarant may require an upfront payment of a reasonable estimate of such expenses before the application is deemed officially filed with Declarant. Declarant’s variance approval is personal to the Owner and does not run with the land and does not benefit successors-in-interest unless expressed otherwise in writing and the written variance is duly executed by Declarant and is recorded with the Ramsey County Recorder’s Office. Declarant’s grant of a variance for an Owner shall not and does not

constitute a variance to any other Owner in the Property and does not constitute a waiver of any provision of this Declaration with respect to any other Owner.

## ARTICLE 8 ENFORCEMENT

- 8.1 Right of Enforcement, Choice of Law, Jurisdiction, and Venue. This Declaration is for the mutual benefit of Declarant, the City and all Owners. Declarant and any Owner of any Development Parcel shall have the right to enforce the requirements of this Declaration on any other Owner. This Declaration shall run with and be binding upon the Property. In addition, any violation of this Declaration constitutes a default under the terms and conditions of any lease or land sale contract entered into with respect to the Property. Any default shall be enforceable by specific performance, injunctive relief, declaratory judgment, and/or money damages by reasons of the breach of these standards. This Declaration shall be governed by and in accordance with the laws of the State of Minnesota. Any and all legal actions, claims, or disputes alleging any default of the Declaration shall be initiated, filed, and venued exclusively in the State of Minnesota, Ramsey County, and shall not be removed therefrom to any other federal or state court.
- 8.2 Compliance With Existing Ordinances and Codes. The scope and terms of this Declaration are considered as supplemental to the requirements of any existing zoning ordinance and building code of the City or other governing authority. The design review process will not be a substitute for the normal plan review of appropriate public agencies.
- 8.3 Responsibility for Informing. Owners are solely responsible for informing developers, designers, contractors, and subcontractors of the terms of this Declaration. Declarant assumes no responsibility for informing such parties of the terms of this Declaration.
- 8.4 Prevailing Party Attorneys' Fees. An Owner and/or Declarant if it is the prevailing party shall be entitled to recover its attorneys' fees incurred in enforcing the terms of this Declaration.
- 8.5 Severability. If it is determined by a court of competent jurisdiction that any provision(s) of this Declaration are unenforceable or unlawful, the remainder of this Declaration shall remain in full force and effect.

## ARTICLE 9 MISCELLANEOUS

- 9.1 As-Is Condition; Waiver. Each Owner, its tenants, invitees, permittees and mortgagees and anyone acquiring any right, title, or interest in the Property, for itself, its successors, assigns, heirs, and anyone claiming by or through it, accepts the Property in an "as-is," "where is" condition, with all faults, defects, and deficiencies, including the Property's environmental and geotechnical condition, and agrees to make no claim against

Declarant, its successors or assigns, by reason of the environmental condition of the Property. In addition, each Owner hereby waives any and all rights or claims against Declarant for contribution, indemnity, reimbursement, or damages arising under any federal, state, or local law (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 *et seq.*, and the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01 *et. seq.*) relating to environmental, health, or safety matters, or under the common law, recognizing that Declarant is only a conduit with respect to the Property and has undertaken no activities of its own with respect to the Property except environmental remediation, if any.

- 9.2 Indemnity. Each Owner shall indemnify, defend, and hold harmless Declarant, its successors and assigns, from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, and expenses (including without limitation reasonable attorneys' and consultants' fees) asserted against or incurred by Declarant, its successors or assigns, at law or in equity, and arising from or relating to activities on such Owner's Development Parcel or the acts or omissions of such Owner, its directors, officers, employees, agents, contractors, tenants, licensees, permittees or invitees, or anyone acting for or on behalf of such Owner, including without limitation the failure to fulfill any obligation of such Owner under this Declaration and any activities that cause or exacerbate soil or groundwater contamination on the Property, except to the extent caused by the gross negligence or willful misconduct of Declarant.

[Signature Page Follows]





## **EXHIBIT A**

### **Legal Description of Property**

Proposed Lot 1, Block 1, HEIGHTS ADDITION, Description

March 9, 2023

That part of Lots 1 through 5, inclusive, and Lots 8 through 12, inclusive, Block 13, FURNESS' GARDEN LOTS, Lots 1 through 30, inclusive, Block 1, and Lots 1 through 7, inclusive, and Lots 24 through 30, inclusive, Block 2, HARVESTER HEIGHTS ST. PAUL, all in Ramsey County, Minnesota, vacated Sherwood Avenue, vacated Howard Avenue, vacated Lake Como and Phalen Avenue, vacated Center Street, and the vacated alleys described as follows:

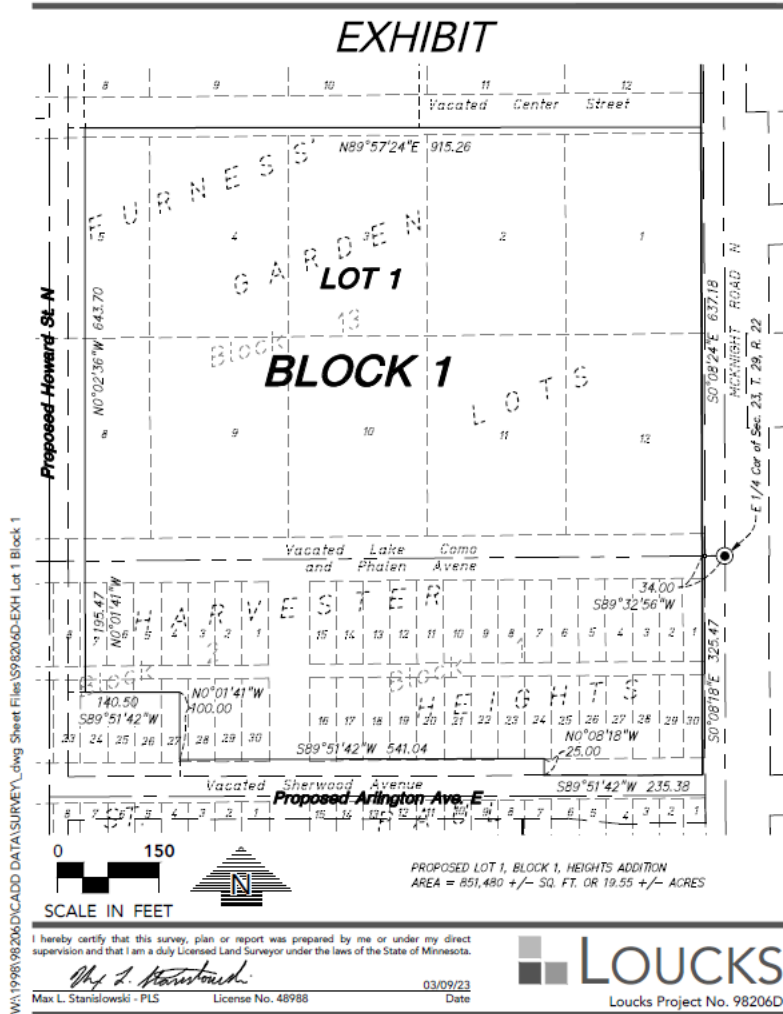
Commencing at the East Quarter Corner of Section 23, Township 29, Range 22, Ramsey County, Minnesota; thence on an assumed bearing of South 89 degrees 32 minutes 56 seconds West, along the East West Quarter Line of said Section 23, a distance of 34.00 feet to the point of beginning of the land to be described; thence South 00 degrees 08 minutes 18 seconds East, 325.47 feet; thence South 89 degrees 51 minutes 42 seconds West, 235.38 feet; thence North 00 degrees 08 minutes 18 seconds West, 25.00 feet; thence South 89 degrees 51 minutes 42 seconds West, 541.04 feet; thence North 00 degrees 01 minute 41 seconds West, 100.00 feet; thence South 89 degrees 51 minutes 42 seconds West, 140.50 feet; thence North 00 degrees 01 minute 41 seconds West, 195.47 feet; thence North 00 degrees 02 minutes 36 seconds West, 643.70 feet; thence North 89 degrees 57 minutes 24 seconds East, 915.26 feet; thence South 00 degrees 08 minutes 24 seconds East, 637.18 feet to the point of beginning.

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## MEMORANDUM

**To:** BOARD OF COMMISSIONERS **Meeting Date:** April 25, 2023

**From:** Monte Hillemann 

**Subject:** **PUBLIC HEARING - CONVEYANCE OF LAND TO NORTHERN STATES POWER COMPANY, HEREINAFTER REFERRED TO AS XCEL ENERGY - THE HEIGHTS – INDUSTRIAL PARCEL 6  
RESOLUTION NO. 4741**

**Action Requested:**

Approval of the conveyance of approximately 20 acres of land to Xcel Energy for the construction of an approximately 150,000-175,000 square-foot commercial/industrial building, an approximate 30,000 square-foot training facility, and associated storage and service areas.

**Background:**

The Port Authority of the City of Saint Paul (the “Port Authority”) acquired the former Hillcrest Golf Course, now known as The Heights, site in the Greater East Side neighborhood in 2019. On June 1, 2022 the Saint Paul City Council approved the Master Plan for the site. The Port Authority began broadly marketing the site in October 2022 through advertisement with MN Commercial Association of Realtors, targeted outreach with Metropolitan Economic Development Association, LISC’s Developer of Color Capacity Building Program, our website and numerous presentations to community, environmental and industry groups. Demolition, remediation, and mass grading of the site is scheduled to begin in June 2023 with infrastructure and other site improvements beginning later in the year. The subject parcel is yet-to-be platted property located between McKnight Road and future Howard Street, north of future Arlington Avenue. It is known as Industrial Parcel 5 at The Heights, and proposed to be platted as Lot 1, Block 1, Heights Addition.

Xcel Energy is a regulated utility providing service in Minnesota and Wisconsin and has served our community for over 100 years. The proposed project will replace Xcel Energy’s current Rice Street location, which is home to Xcel Energy’s natural gas operations and electrical distribution systems in the East Metro. The nearly century-old Rice Street facility no longer meets the needs of Xcel Energy’s operations and they have been searching for a replacement site for several years. This is the best site that could accommodate their proposed facility within the City of Saint Paul.

The Rice Street facility currently employs approximately 375 full-time employees, many of which are union positions. Those positions would be relocated to The Heights. In addition, the proposed training facility will serve to connect to the community and create a jobs pipeline for skilled labor.

Xcel Energy has agreed to pay market rate for the land, meet the Port Authority’s design requirements and protective covenants, and allow utilization of exterior wall space to advance the project’s Arts & Employment District strategy. This includes constructing all-electric buildings that are 50% more energy efficient than energy code, maximizing the use of solar photovoltaics,

## MEMORANDUM

and deploying electric vehicle charging stations concurrent with plans to convert its entire fleet of vehicles to Zero Emission Vehicles by 2030.

In addition, this project will generate approximately \$1,250,000 in annual property taxes.

Attached is a memorandum outlining the terms of the land conveyance transaction with Xcel Energy for the property located at The Heights – Industrial Parcel 5.

**Recommendation:**

We recommend approval of the conveyance of approximately 20 acres of land to Xcel Energy for the construction of an approximately 150,000 to 175,000 square-foot commercial/industrial building an approximate 30,000 square-foot training facility and associated storage and service areas.

Attachments:     Site Map  
                         Resolution

**SAINT PAUL PORT AUTHORITY  
LAND CONVEYANCE TRANSACTION**

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**Action Requested:**

Approval of the conveyance of approximately 20 acres of land to Xcel Energy for the construction of an approximately 150,000-175,000 square-foot commercial/industrial building, an approximate 30,000 square-foot training facility and associated storage and service areas.

**Development Officer:**

Monte M. Hilleman

**Buyer/Grantee:**

Northern States Power Company (hereinafter referred to as "Xcel Energy" or "Buyer")

**Buyer/Grantee Address:**

2345 Rice Street, Suite 230  
Roseville, MN 55113

**Location of Property to be Conveyed:**

The site is as per the attached site plan, Industrial Parcel 5, and measures approximately 20 acres. To be known as Lot 1, Block 1, Heights Addition, Ramsey County, Minnesota.

**Conveyance Structure:**

Conveyance of land via Limited Warranty Deed. The property is being sold for \$8.00 per square foot of land plus buyer obligations that include adherence to The Heights Protective Covenants, meeting Buyer's Workforce Commitment of a minimum of 350 full-time employees at the site, and Employment Reporting for a period of ten (10) years. Both Buyer and the Port Authority have conditions that must be met prior to transferring title of the real estate. Buyer's contingencies include site and building design approvals, and receipt of environmental liability assurances from the MN Pollution Control Agency (MPCA) and/or MN Department of Agriculture (MDA) for the construction of the facility. The Port Authority's contingencies include Board of Commissioner's approval, approval of the Buyer's site and building design, and review of employment history and financials. The closing is anticipated to take place no later than July 1, 2023, subject to Force Majeure. Construction of the facility shall be substantially completed and occupancy no later than March 31, 2025.

Other terms and conditions of the Purchase Agreement include:

- A. Buyer and the Port Authority ("Seller") have agreed to an Access and Escrow Agreement to allow Seller to complete post-closing site preparation activities to deliver a buildable site to Buyer. Under the Access and Escrow Agreement, all sale proceeds will be

deposited with the title company and released to Seller according to the following milestones:

- 1) \$2,500,000 upon completion of the first fifty percent (50%) of remediation and mass grading of the Licensed Area (80,000 cubic yards of cut and 60,000 cubic yards of fill).
  - 2) \$2,500,000 upon completion of the second fifty percent (50%) of remediation and mass grading of the Licensed Area (80,000 cubic yards of cut and 60,000 cubic yards of fill).
  - 3) \$500,000 upon receipt of the No Association Determinations related to Buyer's planned construction of the facility.
  - 4) \$500,000 upon completion of Seller's Work.
  - 5) \$500,000 upon receipt of the Environmental Assurances. No Further Action letters from MDA and MPCA, together with the Response Action Plan Implementation Report approvals from MDA and MPCA, constitute the "Environmental Assurances."
  - 6) Any remainder upon return of site control to Buyer and the termination of Entering Party's license to access the Licensed Area.
  - 7) In the event that Seller does not complete all or any milestones as set forth above in accordance with the construction schedule, subject to extensions caused by Force Majeure, and Buyer takes over completion of such work, then Buyer shall have the right to elect to draw upon the Escrow Funds to pay for completion of such work taken over by Buyer. Buyer shall have the right to extend any of the foregoing milestone dates in its sole discretion.
- B. The Buyer has agreed to design the site and buildings in accordance with Seller's 'carbon free community' goals and strategies for the site. Under the Access and Escrow Agreement, Seller has agreed to refund \$500,000 of the purchase price upon approval of Buyer Site and Building Plans, the "Rebate Escrow".
- C. The Buyer has agreed to pay a \$100,000 earnest money deposit which is held by the Seller until the completion of the building and site improvements.
- D. The Buyer has agreed to pay up to \$400,000 in damages if Buyer does not meet the Buyer's Workforce Commitment of a minimum of 350 full time employees within one year of occupancy and provide ten (10) years of Employment Reporting, including federal EE-01 Employment Reports, the number of jobs at the facility, the average wage for hourly workers, the zip code of residence of each employee, the percentage of ethnically diverse workers, the percentage of women workers, the percentage of union jobs, the number of contractors, and a general description of benefits offered to employees.
- E. Buyer has agreed to pay prevailing wages, or more, for all skilled and unskilled labor for the proposed construction and enter a Project Labor Agreement for said construction.



**Nature of Intended Use:**

This facility will be a next generation energy utility service center. The proposed project eventually will replace their current Rice Street location which is home to their natural gas and electrical distribution operations in the East Metro. The nearly century-old Rice Street facility no longer meets the needs of the company's operations and they have been searching for a replacement site for several years. This is the best site that could accommodate their proposed facility within the City of Saint Paul.

**Business Subsidy Agreement**

No business subsidy agreement is required for this transaction, as the land is being conveyed at a market price.

**Exceptions from Port Authority's Development Criteria/Covenants:**

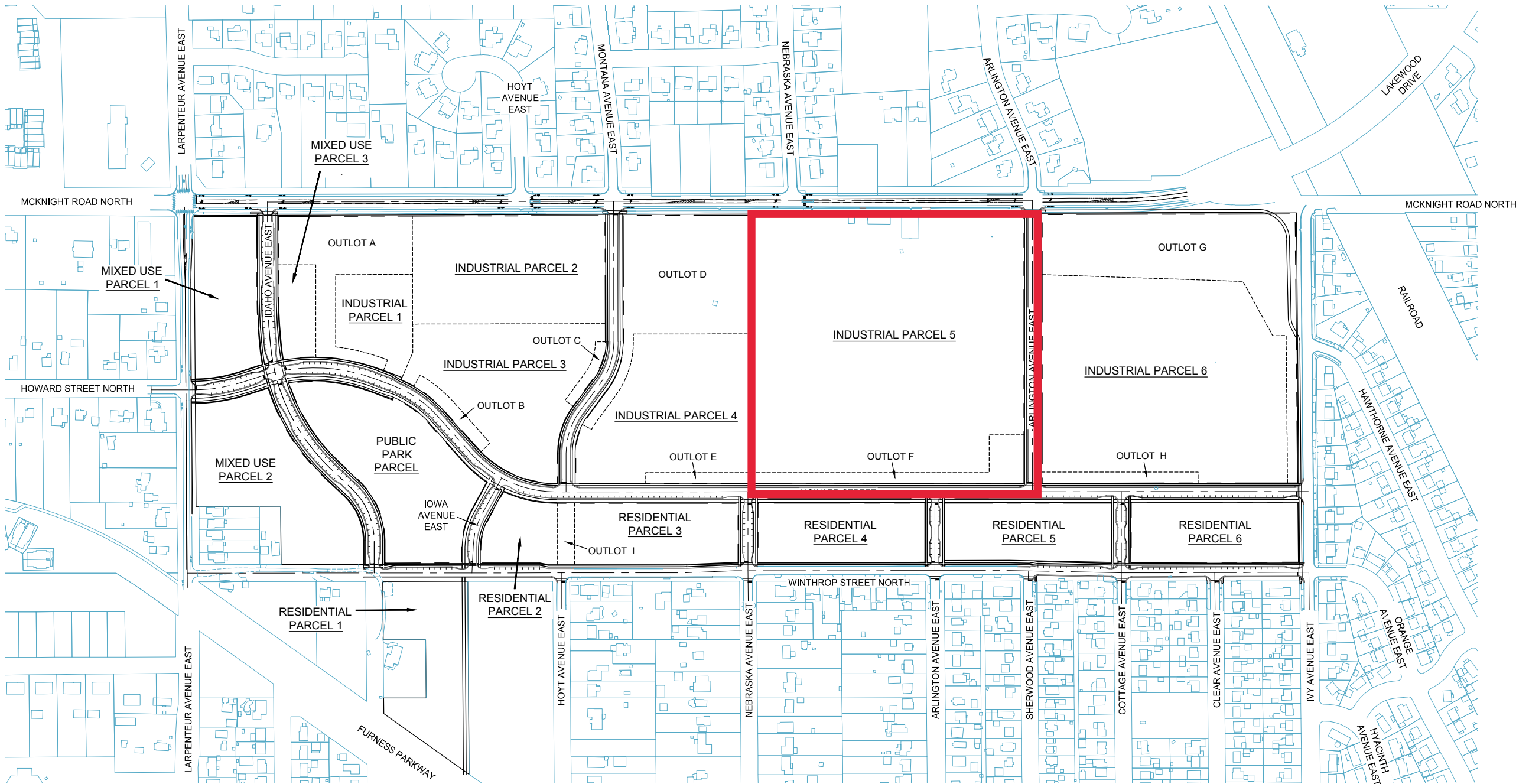
This transaction requires exceptions to the Port's Development Criteria and Covenants. The Port Authority generally requires a minimum 35% building-to-land coverage ratio (Floor-to-Area ratio of 0.35) for single story office/warehouse light industrial buildings, to ensure the efficient use of land. The density requirement is used as a proxy for job production and tax base generation projections. This project includes a variety of uses that help push density up (ex. two story office building) and uses that push density down (ex. material/yard storage). The proposed density equals a 0.21-0.24 Floor-to-Area Ratio. Given the job count and current cost estimates, this project overall meets the primary expected economic development jobs and tax base outputs for the site, mitigating density concerns.

Outdoor storage has not been permitted in Port Authority business centers for nearly 30 years. Given the nature of the proposed stored materials, electric transformers, power poles, cabling, etc., it is impractical to store these materials and load them inside a building. It was an imperative for the Buyer early in our discussions to be able to accommodate the need for outdoor uses. Similarly, the Port Authority's concern with viewsheds into said areas, noise and other concerns has been paramount. The parties have agreed that a variance to the prohibition of outdoor storage in the Covenants for the site can be provided to accommodate their needs, pursuant to an acceptable design mitigating such concerns is approved by the Port Authority through the design review process under the Covenants.

**Development Officer's Comments:**

The Port Authority acquired this site in 2019 and will utilize Port Authority funds and grant funds from the Environmental Protection Agency (EPA), Department of Employment and Economic Development (DEED), Metropolitan Council (TBRA), Ramsey County (ERF) and many additional funding partners to remediate and prepare the site for economic development purposes. This project retains Xcel Energy's existing workforce in Saint Paul, allows for the repurposing and backfill of their current site on a commercial corridor (Rice Street), and advances sustainable development. We are excited to bring forward a project that satisfies the economic development goals for jobs and tax base for this site and helps advance our Net Zero goal.

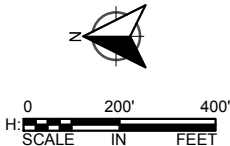
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SITE PLAN NOTES

1. EXISTING SITE INFORMATION WAS TAKEN FROM A BOUNDARY AND TOPOGRAPHIC SURVEY COMPLETED BY LOUCKS CIVIL ENGINEERING & LAND SURVEYING DATED 08-17-2022. ACTUAL FIELD CONDITIONS MAY VARY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
3. OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL OSHA REGULATIONS IN THE EXECUTION OF WORK UNDER THIS CONTRACT.
5. INSPECTION CONTACT: THE DEVELOPER SHALL CONTACT THE RIGHT OF WAY INSPECTOR TESHOME HAIEMARIAM, 651-238-0681 (TWO WEEK PRIOR TO BEGINNING WORK) TO DISCUSS TRAFFIC CONTROL, PEDESTRIAN SAFETY AND COORDINATION OF ALL WORK IN THE PUBLIC RIGHT OF WAY. NOTE: IF NOTICE IS NOT PROVIDED TO THE CITY, ANY RESULTING DELAYS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. AS PART OF THE ROW PERMITTING PROCESS, TWO WEEKS BEFORE ANY WORK BEGINS THAT IMPACTS THE ROW IN ANY WAY THE DEVELOPER SHALL PROVIDE TO THE ROW INSPECTOR THE NAME AND CONTACT INFORMATION OF THE CONSTRUCTION PROJECT MANAGER OR CONSTRUCTION PROJECT SUPERINTENDENT. IF THIS INFORMATION IS NOT PROVIDED THERE MAY BE A DELAY IN OBTAINING PERMITS FOR THE WORK IN THE ROW. SAID DELAYS WILL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER.
7. ENCROACHMENTS: PER CHAPTER 134 OF THE LEGISLATIVE CODE, NO PERSON SHALL CONSTRUCT AND MAINTAIN ANY PROJECTION OR ENCROACHMENT WITHIN THE PUBLIC RIGHT-OF-WAY.
8. ORDERING OBSTRUCTION AND EXCAVATION PERMITS: CONTACT PUBLIC WORKS RIGHT OF WAY SERVICE DESK AT (651) 266-6151. IT IS STRONGLY RECOMMENDED THAT CONTRACTORS CALL FOR COST ESTIMATES PRIOR TO BIDDING TO OBTAIN ACCURATE COST ESTIMATES.
9. OBSTRUCTION PERMITS: THE CONTRACTOR MUST OBTAIN AN OBSTRUCTION PERMIT IF CONSTRUCTION (INCLUDING SILT FENCES) WILL BLOCK CITY STREETS, SIDEWALKS OR ALLEYS, OR IF DRIVING OVER CURBS.
10. EXCAVATION PERMITS: ALL DIGGING IN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT.
11. FAILURE TO SECURE PERMITS: FAILURE TO SECURE OBSTRUCTION PERMITS OR EXCAVATION PERMITS WILL RESULT IN A DOUBLE-PERMIT FEE AND OTHER FEES REQUIRED UNDER CITY OF ST. PAUL LEGISLATIVE CODES.
12. RIGHT OF WAY RESTORATION: RESTORATION OF ASPHALT AND CONCRETE PAVEMENTS ARE PERFORMED BY THE PUBLIC WORKS STREET MAINTENANCE DIVISION. THE CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR THE COST OF THESE RESTORATIONS. THE CONTRACTOR SHALL CONTACT PUBLIC WORKS STREET MAINTENANCE TO SET UP A WORK ORDER PRIOR TO BEGINNING ANY REMOVALS IN THE STREET AT 651-266-9700. PROCEDURES AND UNIT COSTS ARE FOUND IN STREET MAINTENANCE'S "GENERAL REQUIREMENTS - ALL RESTORATIONS" AND ARE AVAILABLE AT THE PERMIT OFFICE.

NOTICE TO CONTRACTORS:  
THE SUBJECT PROPERTY CONTAINS CONTAMINATED SOILS, SEDIMENTS AND OTHER MEDIA AS DEFINED BY BRAUN INTERTEC CORPORATION. A RESPONSE ACTION PLAN HAS BEEN PREPARED BY BRAUN INTERTEC CORPORATION DATED MARCH 1, 2022 (PROJECT NO. B1903316.00). ALL CONSTRUCTION WORK AND REMOVALS SHALL BE IN ACCORDANCE WITH "RESPONSE ACTION PLAN FOR: HILLCREST REDEVELOPMENT SITE", PREPARED BY BRAUN INTERTEC CORPORATION, DATED MARCH 1, 2022. REFER TO THE "RAP" FOR ADDITIONAL DETAIL AND SPECIFICATION.



SCALE: AS SHOWN  
DESIGN BY: PJM  
PLAN BY: PJM  
CHECK BY:

REVISIONS

NO.	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: LIC. NO.:

OVERALL SITE PLAN

30% PRELIMINARY  
SITE REDEVELOPMENT PLANS FOR:  
**THE HEIGHTS**  
SAINT PAUL, MINNESOTA

Saint Paul  
Port Authority  
400 Wabasha Street North  
Suite 240  
St Paul, Minnesota 55102  
Phone 612-224-5686

WSB PROJECT NO.  
013987-000

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**[PUBLIC HEARING – CONVEYANCE OF LAND TO NORTHERN  
STATES POWER COMPANY, HEREINAFTER REFERRED TO  
AS XCEL ENERGY – THE HEIGHTS – INDUSTRIAL PARCEL 6]**

WHEREAS, the Port Authority of the City of Saint Paul (the "Port Authority"), pursuant to Minnesota Statutes, Section 469.065, did place a notice, a copy of which with proof of publication is on file in the office of the Port Authority, of a public hearing on the proposed conveyance of property owned by the Port Authority in a legal newspaper, said hearing to be held to determine whether it is in the best interests of the port district of Saint Paul and the people thereof and in furtherance of the general plan of port improvement and industrial development to convey real estate located at The Heights, and by reference made a part hereof and any personal property of the Port Authority included therewith (collectively, the "Property").

WHEREAS, the Port Authority did conduct a public hearing pursuant to said notice on April 25, 2023, at which hearing all taxpayers in the port district, both for and against the conveyance, were allowed to state their views.

WHEREAS, Xcel Energy ("Buyer") has entered into a Purchase Agreement to purchase real estate at The Heights, Industrial Parcel 6, which Property is owned by the Port Authority.

WHEREAS, it is in the best interests of the port district and the people thereof, and in furtherance of the general plan of port improvement and industrial development, to approve the real estate conveyance.

WHEREAS, the Port Authority has investigated the facts of the proposal with said investigation including the terms and conditions of said agreement, the proposed use of the Property, and the relationship thereof to the port district of Saint Paul and the business facilities of the Port Authority in general.

WHEREAS, the proposal presented meets the terms and conditions set forth by the Port Authority as its guide in determining if such proposals are in the best interests of the port district and of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL:

1. That the Board of Commissioners of the Port Authority hereby finds, determines and declares that it is for the best interests of the port district and the people thereof, and in furtherance of the general plan of industrial development, to enter into said agreement to convey the land; and
2. That the actions of the President of the Port Authority in causing public notice of the proposed conveyance, and in describing the terms and conditions of such conveyance, which have

been available for inspection by the public at the office of the Port Authority from and after the publication of notice of hearing, are in all respects ratified and confirmed; and

3. That the President of the Port Authority is hereby authorized to complete and execute said agreement to purchase in substantially the form as is on file in the office of the Port Authority, and the proper Port Authority officers are hereby authorized to complete and execute all documents necessary to convey title in form as approved by counsel.

Adopted: April 25, 2023

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL


By \_\_\_\_\_  
Its Chair

Attest:

By \_\_\_\_\_  
Its Secretary

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS **Meeting Date:** April 25, 2023

**From:** KATHRYN L. SARNECKI 

**Subject:** **APPROVAL FOR AWARD OF CONTRACT FOR DEMOLITION, REMEDIATION AND MASS SITE GRADING AT THE HEIGHTS, 2200 WEST LARPENTEUR, SAINT PAUL, MINNESOTA**  
**RESOLUTION NO. 4742**

**Action Requested:**

Seeking approval for the authorization to award a contract to the lowest responsive and responsible bidder for the demolition, remediation, and mass-grading of The Heights located at 2200 West Larpenteur Avenue, Saint Paul, Minnesota.

**Background:**

The Port Authority of the City of Saint Paul (the "Port Authority") purchased the former Hillcrest Golf Course consisting of 11 buildings on 112 acres in June 2019. Environmental investigations revealed mercury-contaminated soils on the golf greens, tee-boxes, and fairways and maintenance mixing. In addition, two areas of historic construction refuse dumping were identified and scheduled for removal. The Port Authority worked with the City of Saint Paul, District 2 Planning Council, and numerous stakeholders to put together a redevelopment plan that brings 1,000 jobs and 1,000 housing units to the site, while demolishing the blighted buildings, remediating the hazardous soils, and grading the site to grades necessary to deliver these results. The Port Authority has an approved Site Master Plan with the City and is working through the Site Plan Review process to secure the necessary approvals to proceed to with demolition, grading and mass grading for the Heights.

The Port Authority has budgeted funds to pay for the anticipated expenditures necessary to complete the demolition, remediation, and mass-soil grading. We have included the City's Vendor Outreach Program goals in the bid specification and the chosen contractor will be required to negotiate a Project Labor Agreement.

The Engineers' estimate for this contract ranges from \$25.4M for the base bid plus four alternates. Alternates include 1) providing and stockpiling soil backfill, 2) subsurface stormwater detention for largest industrial lot, 3) retaining walls to increase the square footage of southern most industrial parcel and 4) grading of the public parks parcel. The Project is scheduled to start on or about June 1, 2023 and to be completed by December of 2024.

## MEMORANDUM

### Project:

The Heights Project consists of:

- Demolition – Removal of all on site buildings, sealing of an onsite well.
- Soil Remediation – Complete required soil remediation activities to meet established site cleanup standards in accordance with a response action plan (RAP) approved by the Minnesota Department of Agriculture (MDA) and Minnesota Pollution Control Agency (MPCA).
- Grading – Earthwork in the form of mass site grading after soil remediation work is completed to prepare the site for future roads, utilities, and private development.

### Current Status

The City of Saint Paul's Department of Human Rights and Equal Economic Opportunity (HREEO), Procurement division, conducted a public bidding process on behalf of the Port Authority and opened sealed bids on April 19, 2023. A tabulation of the bids follows:

Company	Total Base Bid	Alternate 1 – Stockpile Soils	Alternate 2 – Stormwater for super pad	Alternate 3 – Retaining walls- south parcel	Alternate 4 – Grading of park parcel	Base Bid +All Alternates
Engineers Estimate	\$ 18,289,731	\$ 762,071	\$ 2,420,600	\$ 3,443,609	\$ 483,654	\$ 25,399,664
Carl Bolander & Sons	\$ 16,916,466	\$ 356,144	\$ 2,573,000	\$ 4,137,084	\$ 248,319	\$ 24,231,012
Frattalone Companies	\$ 18,875,850	\$ 327,422	\$ 2,668,880	\$ 4,147,531	\$ 110,364	\$ 26,130,047
Hoffman Construction	\$ 26,412,915	\$ 421,245	\$ 2,800,000	\$ 4,134,750	\$ 454,440	\$ 34,223,350
Parks Construction	\$ 23,553,028	\$ 383	\$ 2,537,500	\$ 4,223,139	\$ 632,970	\$ 30,947,020
Rachel Contracting	\$ 21,062,187	\$ 880,785	\$ 3,188,000	\$ 4,313,998	\$ 113,610	\$ 29,558,580
Veit & Company	\$ 21,051,540	\$ 1,033,965	\$ 2,608,705	\$ 4,645,685	\$ 746,580	\$ 30,086,475

The apparent lowest bidder was Carl Bolander & Sons. The engineering consultant, WSB, will review the bid to confirm the lowest responsive and responsible bidder. The staff requests that the award be made to whomever is identified as the lowest responsive and responsible bidder by the engineering consultant.

## MEMORANDUM

**Recommendation:**

We recommend approval for the authorization to award a contract to the lowest responsive and responsible bidder for the demolition, remediation, and mass-grading of The Heights located at 2200 West Larpenteur Avenue, Saint Paul Minnesota.

Attachment: Resolution

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL  
[AWARD OF CONTRACT FOR DEMOLITION, REMEDIATION AND MASS  
SITE GRADING AT THE HEIGHTS, 2200 WEST LARPENTEUR, SAINT PAUL, MN]**

WHEREAS, the Port Authority of the City of Saint Paul (the “Port Authority”) is a public body corporate and politic and a governmental subdivision organized pursuant to Chapter 469 of Minnesota Statutes.

WHEREAS, the district of the Port Authority is the City of Saint Paul.

WHEREAS, under Minn. Stat. § 469.055, the Port Authority shall (1) promote the general welfare of the port district, and of the port as a whole; (2) try to increase the volume of the port's commerce; (3) promote the efficient, safe, and economical handling of the commerce; and (4) provide or promote adequate docks, railroad and terminal facilities open to all on reasonable and equal terms for the handling, storage, care, and shipment of freight and passengers to, from, and through the port.

WHEREAS, the Port Authority seeks to award a contract for demolition, remediation and mass site grading of a 112-acre site containing 11 buildings known as the Heights, located at 2200 W. Larpenteur, Saint Paul, Minnesota (the “Project”).

WHEREAS, the City of Saint Paul’s Department of Human Rights and Equal Economic Opportunity Procurement division (HREEO), conducted a public bidding process on behalf of the Port Authority and opened sealed bids on April 19, 2023.

WHEREAS, the bids have been received, tabulated and evaluated, and it appears that the lowest responsive bidder is \_\_\_\_\_ in the total amount of \$\_\_\_\_\_.

WHEREAS, the Port Authority staff IS undertaking the process of determining whether the apparent lowest responsive bidder is responsible prior to awarding the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL, that the Port Authority is authorized to award the contract for demolition, remediation and mass site grading at The Heights to the bidder that is ultimately determined to be the lowest responsive and responsible bidder per the terms of the Request for Bid, including all addendums and the bid submitted by the bidder.



BE IT FURTHER RESOLVED, that the President or anyone acting under his direction is hereby authorized to execute any and all necessary documents to consummate the transaction.

Adopted: April 25, 2023

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS

**Meeting Date:** April 25, 2023

**From:** Linda K. Williams *LKW*

**Subject: 2023 GRANT APPLICATION AND ACCEPTANCE AUTHORIZATION  
RESOLUTION NO. 4743**

**Action Requested:**

Seeking approval for the President of the Port Authority of the City of Saint Paul ("Port Authority") or anyone acting under his direction to apply for and accept any grant or other financial or resource assistance for the year 2023 so long as the assistance furthers the Port Authority's mission.

**Background:**

The Port Authority seeks programs that provide grants or other financial or resource assistance that can help the Port Authority further its mission. Some of the programs require a Board resolution enclosed with the application authorizing the applicant to apply for and receive a grant or other financial or resource assistance. At times the application deadline date precedes the Port Authority's next Board meeting and, therefore, the Port Authority has not been able to provide a Board resolution in support of its application. In such instances, the Port Authority has supplemented its application as soon as possible afterwards. To the best of the Port Authority's knowledge, the lack of any such resolution has not precluded an award to the Port Authority. Regardless, Port Authority staff recommends approval of a resolution which contains many of the standard board representations and statutory information required for such program assistance and further authorizes the Port Authority to apply for and accept any grant or other financial or resource assistance so long as the assistance furthers the Port Authority's mission. This resolution may help further the Port Authority's application especially as the competition for such assistance becomes greater.

Since 2012, this has been an annual resolution authorizing the application for and acceptance of financial or resource assistance. Any and all previous resolutions are available for review upon request. This new resolution would authorize this assistance for the year 2023.

**Recommendation:**

Approval of a resolution authorizing the President of the Port Authority of the City of Saint Paul or anyone acting under his direction to apply for and accept any grant or other financial or resource assistance so long as the assistance furthers the Port Authority's mission.

Attachment: Resolution

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**[2023 GRANT APPLICATION AND ACCEPTANCE AUTHORIZATION]**

WHEREAS, the Port Authority of the City of Saint Paul is a public body corporate and politic and governmental subdivision organized pursuant to Chapter 469 of Minnesota Statutes; and

WHEREAS, the district of the Port Authority is the City of Saint Paul; and

WHEREAS, the Port Authority's Board of Commissioners are appointed by the Mayor of the City of Saint Paul, subject to the approval of the Council of the City of Saint Paul; and, two of the Port Authority Commissioners must be members of the Council of the City of Saint Paul; and

WHEREAS, under Minn. Stat. § 469.055, the Port Authority shall (1) promote the general welfare of the port district, and of the port as a whole; (2) try to increase the volume of the port's commerce; (3) promote the efficient, safe, and economical handling of the commerce; and (4) provide or promote adequate docks, railroad and terminal facilities open to all on reasonable and equal terms for the handling, storage, care, and shipment of freight and passengers to, from, and through the port; and

WHEREAS, under Minn. Stat. §§ 469.048 to 469.061, the Port Authority has the powers and duties conferred upon all port authorities; and

WHEREAS, under Minn. Stat. § 469.084, Subds. 1 to 15, the Port Authority of the City of Saint Paul has additional statutory duties and powers including powers related to recreational facilities and small business capital; and

WHEREAS, under Minn. Stat. § 469.084, Subd. 8, the Port Authority of the City of Saint Paul, furthermore, has the power of and is authorized to do what a redevelopment agency may do or must do under sections 469.152 to 469.165 (Municipal Industrial Development); and

WHEREAS, federal, state, county, city, and other governmental entities and agencies have established grant, or other various assistance programs, which the Port Authority could use in furtherance of its statutory mission; and

WHEREAS, for instance, the Minnesota legislature established environmental assistance grant programs to provide financial assistance in the development of environmentally sustainable practices in Minnesota through voluntary partnerships and goal-oriented, economically driven approaches to pollution prevention and resource conservation; and

WHEREAS, many non-profit and governmental organizations have established grant, or other various assistance programs, which the Port Authority could use in furtherance of its statutory mission; and

WHEREAS, the Port Authority represents that it has undertaken reasonable and good faith efforts to procure funding in pursuit of its mission from other sources in addition to grant, or other program resources to which it may seek assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL: That the Port Authority has the legal authority to apply for financial assistance, and has the institutional, managerial, and financial capability to ensure adequate project administration of any financial assistance received; and

BE IT FURTHER RESOLVED that any sources and amounts of any matching funds, local or otherwise, identified in the Port Authority's application will be committed to the identified project per the application; and

BE IT FURTHER RESOLVED that the Port Authority has not violated any federal, state or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

BE IT FURTHER RESOLVED that the Port Authority certifies that it will comply with all applicable laws and regulations as stated in the grant/assistance agreements; and

BE IT FURTHER RESOLVED for the year 2023, that the President or anyone acting under his direction is hereby encouraged and authorized to apply to, and accept from, if awarded, a grant or some other financial or resource assistance in any amount from any federal, state, county, city, and other governmental entities and agencies or non-profit organizations so long as the assistance furthers the Port Authority's mission; and

BE IT FURTHER RESOLVED that the President or anyone acting under his direction is hereby authorized and directed to execute any and all necessary documents to complete grant/assistance applications and secure their receipt; and

BE IT FURTHER RESOLVED, that notwithstanding the above, all loans and other financial or resource assistance that needs to be repaid by the Port Authority will require Board approval prior to the execution of documents imposing the specific debt obligation and amount by and upon the Port Authority.

Adopted: April 25, 2023

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL

By \_\_\_\_\_  
Its Chair

ATTEST:

By \_\_\_\_\_  
Its Secretary

## MEMORANDUM

**To:** BOARD OF COMMISSIONERS

**Meeting Date:** April 25, 2023

**From:** Sarah M. Illi *SMI*

**Subject: AUTHORIZATION TO APPLY FOR CONTAMINATION CLEANUP GRANT FUNDS ON BEHALF OF SNELLING-MIDWAY REDEVELOPMENT, LLC FOR THE UNITED VILLAGE PHASE 1 PROJECT IN SAINT PAUL, MINNESOTA  
RESOLUTION NO. 4744**

**Action Requested:**

The Port Authority of the City of Saint Paul (the “Port Authority”) seeks authorization to apply to the Minnesota Department of Employment and Economic Development for up to \$1,500,000, the Metropolitan Council for up to \$500,000, and Ramsey County for up to \$250,000 in Contamination Cleanup Grant funds on behalf of Snelling-Midway Redevelopment, LLC for the United Village Phase 1 Project in Saint Paul, Minnesota.

**Background:**

The Minnesota Department of Employment and Economic Development (DEED), the Metropolitan Council and Ramsey County have created grant programs to fund the investigation and remediation of contaminated properties. Only public agencies are eligible to apply on a competitive basis for these funds, but both publicly and privately-owned sites with known or suspected soil or groundwater contamination qualify. Remediation grant funds have proven to be essential in redeveloping Brownfield properties and providing developable land for companies to locate, expand and grow jobs.

In 2019, MUSC Holdings, LLC (MUSC), the parent company of the Minnesota United Football Club, LLC (MNUFC), completed construction of a Major League Soccer Stadium (MLS Stadium) known as Allianz Field within the Snelling-Midway Superblock (the Superblock), a 35-acre Brownfield site, located at the intersection of Snelling Avenue and University Avenue in Saint Paul, Minnesota. To continue redevelopment within the Superblock, Snelling-Midway Redevelopment, LLC (SMR), an affiliate of MUSC, is proposing to redevelop the areas north and east of the MLS Stadium, collectively known as “United Village”. SMR’s vision for the United Village Project is to create a mixed-use urban village integrated together with the MLS Stadium, with open and green spaces for recreation and community activities that encourage use of public transportation by its proximity to the Metro Transit LRT Green Line and the Metro Transit A Line along Snelling Avenue.

**Current Status:**

Phase 1 of SMR’s United Village Project (United Village Phase 1) includes development of multiple areas within the Superblock, including Block A (sculpture, plaza), Block B (retail, offices, parking), Block D (hotel, retail, parking), Block F1 (restaurant, pavilions), and Block G (community playground).

## MEMORANDUM

To prepare for the planned development, environmental remediation is required to meet cleanup criteria established by the Minnesota Pollution Control Agency (MPCA) for specific land use scenarios. SMR has put together a remediation team that includes, and is led by, Port Consulting. A Response Action Plan (RAP) outlining the remediation activities required for United Village Phase 1 was submitted to the MPCA on March 1, 2023 for review and approval. The estimated cost of the environmental remediation required for United Village Phase 1 is \$2,250,000.

The Port Authority intends to submit applications for funding from DEED, Met Council and Ramsey County, on behalf of SMR, to complete the environmental remediation required for United Village Phase 1. To apply for funding, a resolution is required from the Port Authority Board of Commissioners authorizing the applications. The applications do not include any financial commitments from the Port Authority and SMR will be responsible for all local match requirements stipulated by agreement, in the event funding is awarded.

**Recommendation:**

We recommend approval of a resolution authorizing the Port Authority to apply to the Minnesota Department of Employment and Economic Development for up to \$1,500,000, the Metropolitan Council for up to \$500,000, and Ramsey County for up to \$250,000 in Contamination Cleanup Grant funds on behalf of Snelling-Midway Redevelopment, LLC for the United Village Phase 1 Project in Saint Paul, Minnesota.

Attachments: Resolution

**RESOLUTION OF THE  
PORT AUTHORITY OF THE CITY OF SAINT PAUL**

**[AUTHORIZATION TO APPLY FOR CONTAMINATION CLEANUP GRANT  
FUNDS ON BEHALF OF SNELLING-MIDWAY REDEVELOPMENT, LLC  
FOR THE UNITED VILLAGE PHASE 1 PROJECT IN SAINT PAUL, MINNESOTA]**

WHEREAS, the Port Authority of the City of Saint Paul (the “Port Authority”) is a public body corporate and politic organized pursuant to Chapter 469 of Minnesota Statutes; and

WHEREAS, the Port Authority’s Board of Commissioners are appointed by the Mayor of the City of Saint Paul subject to the approval of the Council of the City of Saint Paul; and

WHEREAS, two of the Port Authority Commissioners must be members of the Council of the City of Saint Paul; and

WHEREAS, said members of the Council of the City of Saint Paul serve on the Port Authority Board so long as they continue to be members of the Council of the City of Saint Paul; and

WHEREAS, the district of the Port Authority is the City of Saint Paul; and

WHEREAS, under Minn. Stat. §§ 469.048 to 469.061, the Port Authority has the powers and duties conferred upon all port authorities; and

WHEREAS, under Minn. Stat. § 469.084, Subds. 1 to 15, the Port Authority of the City of Saint Paul has additional statutory duties and powers including powers related to recreational facilities and small business capital; and

WHEREAS, under Minn. Stat. § 469.084, Subd. 8, the Port Authority of the City of Saint Paul, furthermore, has the power of and is authorized to do what a redevelopment agency may do or must do under sections 469.152 to 469.165 (Municipal Industrial Development); and

WHEREAS, the Port Authority has undertaken numerous redevelopment projects in the City of Saint Paul; and

WHEREAS, the Metropolitan Livable Communities Act permits a grant to a metropolitan county or a development authority, such as the Port Authority, but the project must be located in a participating municipality; and

WHEREAS, the City of Saint Paul is a participant in the Livable Communities Act’s Local Housing Incentives Account Program for 2023 as determined by the Metropolitan Council; and is therefore eligible to make application to apply for funds under the Tax Base Revitalization Account; and

WHEREAS, the Port Authority has determined that the United Village Phase 1 project, located in Saint Paul, Minnesota, meets the Tax Base Revitalization Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the Port Authority seeks authorization to submit a grant application to the Minnesota Department of Employment and Economic Development (DEED) for a grant of up to \$1,500,000; to the Metropolitan Council for a grant of up to \$500,000; and to Ramsey County for up to \$250,000 to fund contamination cleanup costs at United Village Phase 1 project in Saint Paul, Minnesota; and

WHEREAS, the site will be located in a duly authorized and created Industrial Development District (IDD) as a part of an IDD created by the Port Authority prior to the Port Authority's acceptance and disbursement of the grant funds; and

WHEREAS, the United Village Phase 1 contamination cleanup project furthers development and job creation in the City of Saint Paul; and

WHEREAS, the Port Authority finds that the United Village Phase 1 contamination cleanup project will not occur through private or other public investment within the reasonably foreseeable future without this grant funding; and

WHEREAS, the Port Authority represents that it has undertaken reasonable and good faith efforts to procure funding from other sources.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT AUTHORITY OF THE CITY OF SAINT PAUL that the President is hereby authorized on behalf of the Port Authority to make a grant applications to the Minnesota Department of Employment and Economic Development for a grant of up to \$1,500,000; the Metropolitan Council for a grant of up to \$500,000; and to Ramsey County for up to \$250,000 to fund contamination cleanup costs at the United Village Phase 1 project in Saint Paul, Minnesota.

BE IT FURTHER RESOLVED that the President of the Port Authority is hereby authorized to enter into such documents as are necessary for the acceptance of said grants in the amount awarded to the Port Authority.

BE IT FURTHER RESOLVED that the Port Authority has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.



BE IT FURTHER RESOLVED that the Port Authority has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that if the Port Authority is awarded a grant by the State, the Metropolitan Council, or Ramsey County, the Port Authority will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project, and may enter into an agreement with the State of Minnesota, Metropolitan Council, and Ramsey County for the above-referenced project, and that the Port Authority certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the President of the Port Authority is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the Port Authority.

I certify that the above resolution was adopted by the Board of Commissioners of the Port Authority of the City of Saint Paul on April 25, 2023.

PORT AUTHORITY OF THE  
CITY OF SAINT PAUL

By \_\_\_\_\_  
Its Chair

ATTEST:

By \_\_\_\_\_  
Its Secretary