

Board of Commissioners Agenda

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

May 13, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. Agenda of May 13, 2025 is Presented for Approval 2024-556

Sponsors: County Manager's Office

Approve the agenda of May 13, 2025.

2. Minutes from May 6, 2025 are Presented for Approval 2024-569

Sponsors: County Manager's Office

Approve the May 6, 2025 Minutes.

PROCLAMATION

3. Proclamation: Police Week 2025-029

Sponsors: Sheriff's Office

ADMINISTRATIVE ITEMS

4. Amended and Restated Joint Powers Agreement for the Ramsey County
Sheriff Emergency Response Teams

Sponsors: Sheriff's Office

- Approve the amended and restated Joint Powers Agreement with the cities of Maplewood, Mounds View, New Brighton, North Saint Paul, Oakdale, Roseville, Saint Anthony, and White Bear Lake, the University of Minnesota, the Metropolitan Council, and Ramsey County for the Ramsey County Sheriff Emergency Response Teams upon execution.
- 2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

5. Property Tax Abatement

2025-163

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000

or more for: 06-28-22-23-0168, 250 Smith Ave N, Saint Paul, MN

6. Amendment to the Minimum Assessment Agreement for the Ford Site TIF District #322

2025-159

Sponsors: County Assessor's Office

Approve the second amendment to minimum assessment agreement and the reduction of minimum market values set forth therein, in substantially the form presented to the Ramsey County Board, together with any related documents necessary in connection therewith.

7. Set Public Hearing Date for the use of Ramsey County Transportation Sales and Use Tax Funds

<u>2025-172</u>

Sponsors: Public Works

Set the Public Hearing date of June 3, 2025, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the revisions to the list of projects eligible for the Ramsey County Transportation Sales and Use Tax funds.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Strategic Board Workshop: Aligning Talent, Attraction, Retention and Promotion Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 917 1823 8667 | Passcode: 173774 | Phone: 651-372-8299

1:30 p.m. Board Workshop: County Board Leadership Development

Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 954 0086 3719 | Passcode: 865916 | Phone: 651-372-8299

Advance Notice:

May 20, 2025	County board meeting – Council Chambers
May 27, 2025	County board meeting – Council Chambers
June 03, 2025	County board meeting – Council Chambers
June 10, 2025	County board meeting - Council Chambers



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2024-556 **Meeting Date:** 5/13/2025

Sponsor: County Manager's Office

Title

Agenda of May 13, 2025 is Presented for Approval

Recommendation

Approve the agenda of May 13, 2025.



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2024-569 **Meeting Date:** 5/13/2025

Sponsor: County Manager's Office

Title

Minutes from May 6, 2025 are Presented for Approval

Recommendation

Approve the May 6, 2025 Minutes.

Attachments

1. May 6, 2025 Minutes.



Board of Commissioners Minutes

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

May 6, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

1. Agenda of May 6, 2025 is Presented for Approval

2024-554

Sponsors: County Manager's Office

Approve the agenda of May 6, 2025.

Motion by Moran, seconded by Miller, Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from April 22, 2025 are Presented for Approval

2024-567

Sponsors: County Manager's Office

Approve the April 22, 2025 Minutes.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

PROCLAMATION

3. Proclamation: Correctional Officers Week

<u>2025-028</u>

Sponsors: Sheriff's Office, Community Corrections

Presented by Commissioner McGuire. Discussion can be found on archived video.

4. Proclamation: American Indian Month

2025-155

Sponsors: Policy & Planning

Presented by Commissioner Jebens-Singh. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

5. Lease Agreement with the City of Saint Paul Board of Water Commissioners for Ramsey County Emergency Communications Shelter

2025-139

Sponsors: Emergency Communications

- Approve the lease agreement with the City of Saint Paul Board of Water Commissioners for the Maplewood Water Tank at 645 Sterling Street South Maplewood Minnesota 55119 for the period upon execution to January 2029, with three additional five year renewals.
- 2. Authorize the Chair and Chief Clerk to execute the lease agreement.
- 3. Authorize the County Manager to execute amendments that do not have a financial impact.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-083

6. Amendment to Lease Agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for use of the White Bear Lake Water tower

2025-140

Sponsors: Emergency Communications

- 1. Approve the amendment to the lease agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for the use of the city water tower at 4636 Centerville Road White Bear Lake Minnesota 55127 for the period upon execution to January 2035.
- 2. Authorize the Chair and Chief Clerk to execute the amendment.
- 3. Authorize the County Manager to execute amendments that do not have a financial impact.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-084

7. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Minnesota Anti-Methamphetamine Task Force Program

2025-154

Sponsors: Sheriff's Office

- Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55406 for participation in the Minnesota Anti-Methamphetamine Task Force Program upon execution through five years from the fully executed agreement.
- 2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong Resolution: <u>B2025-085</u>

8. Resolution to Support Proposed Art Project Application

2025-106

Sponsors: Parks & Recreation

- 1. Affirm support for the proposed public art project at Keller Regional Park submitted to Minnesota Department of Transportation Art for the Trunk Highway Program.
- 2. Authorize the Chief Clerk to execute the Minnesota Department of Transportation

supporting resolution.

3. Authorize the Ramsey County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-086

9. Terms of Collective Bargaining Agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027

2025-157

Sponsors: Human Resources

- 1. Approve the terms of the collective bargaining agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027.
- 2. Authorize the Chair and the County Manager to execute the agreement.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-087

10. Terms of Collective Bargaining Agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027

2025-158

Sponsors: Human Resources

- 1. Approve the terms of the collective bargaining agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027.
- 2. Authorize the Chair and the County Manager to execute the agreement.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-088

LEGISLATIVE UPDATE

Presented by Commissioner McGuire. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

No Board Chair Updates.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:32 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subdivision 3(b) in order to discuss the Waters v. Ramsey

County. The Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Waters v. Ramsey County

The Closed Meeting was called to order at 1:35 pm

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong, and Chair Ortega. Also present were Ling Becker, County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office, Kristine Nogosek, Assistant County Attorney, Brett Bacon, Assistant County Attorney; Alex Kotze, Deputy County Manager, Health and Wellness Service Team, Sophia Thompson, Director, Social Services Department, Mandy Malecek, Enterprise Risk Manager, Compliance and Ethics; Jason Yang, Chief Clerk, County Manager's Office.

Motioned by Ortega, seconded by Xiong. Unanimously approved.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting (B2025-089).

The closed meeting was adjourned at 2:30 p.m.



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-029 **Meeting Date:** 5/13/2025

Sponsor: Sheriff's Office

Title

Proclamation: Police Week

Attachments1. Proclamation

oclamation

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, National Police Week was established by a joint resolution of the United States Congress in 1962; and

WHEREAS, There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, Every day, law enforcement officers are the first to be on the scene to help those in need and are dedicated to serving the community; and

WHEREAS, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others: and

WHEREAS, Over 56,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries, and assaults against officers in Minnesota have increased by over 160% in the last decade: and

WHEREAS, Since the first recorded death in 1786, approximately 27,000 law enforcement officers in the United States have died in the line of duty, including members of the Ramsey County Sheriff's Office; and

WHEREAS. The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, In 2024, 165 officers died nationwide in the line of duty and their names will be added to the National Law Enforcement Officers Memorial this spring; and

WHEREAS, The service and sacrifice of all officers who died in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Candlelight Vigil on May 13, 2025; and

WHEREAS, On May 15, 2025, the service and sacrifice of all officers who died in the line of duty will be honored by the National Law Enforcement Officers Memorial Fund and the Minnesota Law Enforcement Memorial Association: and

WHEREAS, The service and sacrifice of Ramsey County suburban law enforcement officers who died in the line of duty will be honored during the Ramsey County Suburban Law Enforcement Memorial Ceremony on May 15th, 2025; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners designates May 11 - 17, 2025 as Police Week in Ramsey County, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Ortega, Board Chair, District 5



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-153 **Meeting Date:** 5/13/2025

Sponsor: Sheriff's Office

Title

Amended and Restated Joint Powers Agreement for the Ramsey County Sheriff Emergency Response Teams

Recommendation

- Approve the amended and restated Joint Powers Agreement with the cities of Maplewood, Mounds View, New Brighton, North Saint Paul, Oakdale, Roseville, Saint Anthony, and White Bear Lake, the University of Minnesota, the Metropolitan Council, and Ramsey County for the Ramsey County Sheriff Emergency Response Teams upon execution.
- 2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

The Ramsey County Sheriff's Office is requesting approval of the Amended and Restated Joint Powers Agreement of the Ramsey County Sheriff Emergency Response Teams. The Sheriff Emergency Response Teams, known as SERT, is a regional response team that supports emergency and critical incident response. The members of this team, and the parties to this agreement are the cities of Maplewood, Mounds View, New Brighton, North Saint Paul, Roseville, Saint Anthony, and White Bear Lake; the University of Minnesota; the Metropolitan Council; the city of Oakdale; and Ramsey County. Minnesota state law requires governing body (i.e., county board, city council) to approve any joint powers agreement (JPA) (Minnesota Statute § 471.59).

This amended and restated JPA incorporates three teams as part of SERT: the Crisis Negotiator Team (CNT), the Mobile Response Team (MRT), and the Special Weapons and Tactics (SWAT), Team. SERT will coordinate public safety, law enforcement, and emergencies services, such as efforts to provide joint responses to critical incidents, crisis negotiations, public order events, hostage situation, high-risk warrant service, barricaded suspects, active shooters, domestic violence, special events, natural disasters, and other incidents.

To improve efficiencies, avoid duplication of services, and respond in a more coordinated effort, the Sheriff's Office has coordinated a regional response team in partnership with various cities. In 2016, a JPA was adopted with cities of Maplewood, White Bear Lake, and Mounds View. In 2018, the JPA was amended to include additional cities (Roseville, New Brighton, North Saint Paul, Saint Anthony, and New Brighton) in addition to the University of Minnesota and the Metropolitan Council. Today, the JPA is amended again to include all previous signatories and the city of Oakdale while enhancing regional response services through the formal incorporation of CNT and MRT.

The CNT specializes in peacefully resolving high-risk situations such as mental health crises, hostage scenarios, and domestic violence incidents through negotiation. MRT quickly responds to events and situations to ensure community safety and support First Amendment protected activities. Additionally, SERT also includes Firefighters/Emergency Medical Technicians (EMT) or Firefighters/Paramedics (EMT-P) as part of the team. In doing so, emergency medical services available at the greatest times of need.

Similar to previously approved JPAs, the Sheriff's Office coordinates SERT activities in partnership with the participating agencies. This includes but is not limited to training, testing, planning, logistics, and operational

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deployments. The She	eriff's Office also prov	ides budgeting and acco	ounting services for SERT.
County Goals (Check ⊠ Well-being	those advanced by ☑ Prosperity	Action) ☑ Opportunity	☑ Accountability
Racial Equity Impact There is no direct raci		d to this action. This acti	on is administrative only.
take place in various of Deputy, Superhero Da	ently participate in nucities in the county. E	ımerous community ever vents include but are not	nts throughout the year. Community events limited to Touch-a-Truck, Hot Dog with a the Minnesota State Fair.
annual fee to each pa operational related ex	rticipating organization penses. In the Sheriff In fee is \$12,000 per o	on. The annual fee is ass I's Office 2025 operating rganization, totaling \$10	budget for basic operations and assess an essed for training, equipment, other budget, \$40,000 is budgeted for SERT. 8,000 in 2025. Funds will be requested in
	Ramsey County Boa		proved the amended and restated Joint ons and Tactics Team (Resolution B2018-
			roved a Joint Power Agreement cs Team (Resolution B2016-173).
Attachments 1. Joint Powers Agree	ement		

RAMSEY COUNTY SHERIFF EMERGENCY RESPONSE TEAMS

AMENDED & RESTATED

JOINT POWERS AGREEMENT

ADOPTED July 12, 2016

AMENDED July 1, 2018

AMENDED January 1, 2025

The parties to this Amended and Restated Agreement are the City of Maplewood, the City of White Bear Lake, the City of Mounds View, the City of New Brighton, the City of North Saint Paul, the City of Roseville, the City of Saint Anthony, the University of Minnesota, the Metropolitan Council, the City of Oakdale, and the County of Ramsey (collectively, "Parties"). The Parties are all units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. § 471.59. This Agreement shall become effective only upon the approval and execution hereof by duly authorized officials or governing bodies of all of the Parties.

NOW, THEREFORE, the undersigned Parties, in the joint and mutual exercise of their powers, agree as follows:

1. Purpose.

- Purpose. The purpose of this Amended and Restated Joint Powers Agreement ("Agreement") is to amend and restate in its entirety the Joint Powers Agreement first entered into in 2016 that formally created and established the Ramsey County Sheriff's Special Weapons and Tactics Team ("SWAT" or "Team") as an organization to coordinate efforts to develop and provide joint responses to critical incidents or high risk entries where there is a risk of criminal violence, occurring within and outside of the Parties' jurisdictions.
- Agreement. This Amended and Restated Joint Powers Agreement ("Agreement") will incorporate the Ramsey County Sheriff's Office Crisis Negotiator Team ("CNT"), the Ramsey County Sheriff's Office Mobile Response Team ("MRT") and the Ramsey County Sheriff's Special Weapons and Tactics Team ("SWAT") (each a "Team"). Collectively, all Ramsey County Sheriff's Office teams ("SWAT," "CNT," and "MRT") will be known as the Ramsey County Sheriff Emergency Response Teams ("RC-SERT"), which serve to coordinate law enforcement efforts through the joint exercise of police powers to provide joint responses to critical incidents, crisis negotiations, public order events, hostage, high-risk warrant service and apprehension, active shooters, domestic violence, special events, natural disasters and other incidents occurring within and outside of the Parties' jurisdictions.
- 1.3 <u>Intent.</u> It is the intent of the parties that the Ramsey County RC-SERT does not constitute a separate joint powers entity under Minnesota law.

2. Budget and Finance

2.1 <u>Budget.</u> The Ramsey County Sheriff's Office ("RCSO") shall provide a budget for basic operations of the RC-SERT. The RCSO shall provide budgeting and accounting services as necessary or convenient

for the RC-SERT. Such services shall include but not be limited to management of funds, payment for contracted services, other financial obligations set forth in this Agreement, and relevant bookkeeping and record keeping.

- 2.2 <u>Fee</u>. The Parties acknowledge and agree that beginning with the 2025 fiscal year, RCSO will assess each Party an annual fee (Fee) to cover training and other operational expenses related to the RC-SERT. RCSO will establish the Fee and notify each Party of the fee by May 1 of the preceding year. If a Party fails to pay the Fee by December 31 of the applicable fiscal year, the provisions of Section 7.1 shall apply.
- 2.3 <u>Uniforms and Equipment</u>. The Parties will provide identified uniforms and equipment for their respective Team members. Parties may lend or provide additional equipment to RC-SERT, as they are able.
- 2.4 <u>Funding</u>. RCSO on behalf of RC-SERT may apply for and/or accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, any political subdivision of the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use, and dispose of such money or other property and assistance in accordance with the terms of the gift, grant, or loan relating thereto.
- 2.5 <u>Seizure</u>. The RC-SERT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 2.6 <u>Forfeiture</u>. All property and cash monies obtained through forfeiture that are derived from RC-SERT operations shall remain the property of the law enforcement agency of record wherein the operation occurred.
- 2.7 <u>Authority</u>. RCSO shall hold all funds acquired pursuant to this Agreement for the benefit of all Parties. RCSO is authorized to enter into contracts and agreements, acquire property, and take other actions as necessary to fulfill the purposes of this Agreement. Such actions shall be undertaken in accordance with the terms of this Agreement and applicable laws. RCSO shall act as financial steward and all actions shall be taken in good faith and within the scope of authority granted under this Agreement.

3. Team Leaders

- 3.1 <u>Commanders.</u> The Ramsey County Sheriff shall appoint Team Commanders from the RCSO to lead each Team of the RC-SERT.
- 3.2 <u>Executive Officer</u>. The Team Commanders shall appoint an Executive Officer.
- 3.3 <u>Leader</u>. The Team Commanders shall appoint Peace Officer Standards and Training licensed ("POST-licensed") peace officers to serve as RC-SERT Team Leaders. Appointment as a Team Leader pursuant to this Agreement shall not obligate any Party to pay to its employees so appointed supervisory or other premium pay except as provided by the collective bargaining agreement between the Party and its employees.

- 3.4 <u>Leader Employment</u>. Team Leaders assigned to the RC-SERT at all times will remain employees of the Team Leaders' own jurisdictions and will not be employees of the RCSO or the RC-SERT.
- 3.5 <u>Liaison</u>. Team Leaders shall be the liaison between the Team members and the Team Commander when an RC-SERT Team has been deployed pursuant to this Agreement. Team Leaders may fill the role of Team Commander when asked to do so by the Team Commander or higher-ranking member of RCSO.

4. Team Members

- Law Enforcement. The Chief Law Enforcement Officer ("CLEO") of each Party approves POST-licensed peace officers from their law enforcement agency, along with non-POST licensed applicants who meet the minimal qualifications, as set by the Team Commander, to test for each RC-SERT Team. The testing process is to select the best peace officers for the position regardless of members' own jurisdictions or agency. An agency participating may not have a peace officer on an individual Team as a result of the competitive process. Appointment as a Team Member pursuant to this Agreement shall not obligate any Party to pay its employees so appointed any premium pay except as provided by the collective bargaining agreement between the Party and its employees.
- Medical. The Fire Chief of a Party may approve properly vetted Emergency Medical Technicians or Paramedics (collectively referred to as Medics) who meet the minimal qualifications, as set by the Team Commander, to test to be a Medic Team Member for an RC-SERT Team. Proper vetting for these positions will include, at a minimum, criminal background checks conducted by RCSO. The testing process is to select the best Medics for the positions regardless of members' own jurisdictions or agency. An agency participating may not have a Medic on an individual Team as a result of the competitive process. Appointment of a Medic as a Team Member pursuant to this Agreement shall not obligate any party to pay its employees so appointed any premium pay except as provided by the collective bargaining agreement between the Party and its employees.
- 4.3 <u>Member Employment</u>. Team Members assigned to any RC-SERT Team will at all times remain employees of the Members' own jurisdictions or agency.
- 4.4 <u>Removal</u>. Team Members assigned to any RC-SERT Team may be removed from an RC-SERT Team by the Team Commander based on performance, safety, participation or RC-SERT Policy regardless of the members' own jurisdictions.

5. Operations

Training. The Team Commander shall be responsible for arranging training events for Team Leaders and Team Members, consistent with the National Tactical Officers Association (NTOA) standards and best practices. The Team Commander shall also be responsible for maintaining records of the training received by Team Leaders and Team Members as well as records of all other activities undertaken by the Team Commander, Executive Officer, Team Leaders, and Team Members pursuant to this Agreement.

5.2 Deployment

5.2.1 <u>Definitions and Controlling Law</u>. A Party to this Agreement may request assistance from RC-SERT. A Party requesting assistance is the "Requesting Party" or "Receiving Party." The Parties that

compose RC-SERT are the "Responding Parties." Requests for assistance by Parties to this Agreement are governed by Minn. Stat. § 12.331, except as modified by this Agreement.

- 5.2.2 Requests for Assistance by Parties. Whenever a Party determines that conditions within its jurisdiction require specialized support in handling critical field operations, incidents, or events, the Party may request that the Ramsey County Sheriff or his or her designee deploy an RC-SERT Team to assist the Party. Upon a request for assistance, RC-SERT Teams may be dispatched to the Requesting Party's jurisdiction, in accordance with SWAT, CNT, or MRT policy. The Team Commander, Undersheriff, or Executive Officer shall notify the Chief Deputy of the RCSO of any request for assistance. No Party or individual member of RC-SERT shall incur any liability based upon a refusal to respond. In addition, once deployed, the Team Commander, Undersheriff, or Executive Officer may at any time and in his or her sole judgment, recall the Team. The decision to recall a Team deployed pursuant to this Agreement will not result in liability to any Party or to the Team Commander, Undersheriff, or Executive Officer who recalled the Team.
- 5.2.3 <u>Direction and Control</u>. Personnel and equipment provided pursuant to this Agreement shall remain the personnel and property of the Party providing the same. The Requesting Party will be in control of the scene. The Team will not engage in any controlled offensive action without the expressed authorization of the CLEO of the Requesting Party, or the CLEO's designee, or a district court-approved search warrant. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to take emergency action in response to immediate threats to officer or public safety in accordance with law.
- 5.2.4 <u>Compensation</u>. When the RC-SERT provides services to a Requesting Party, the Team Members of the RC-SERT shall be compensated by their respective employers just as if they were performing their duties within and for the jurisdiction of their employers. No charges will be levied by the RC-SERT or by the Parties for specialized response operations provided to a Requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding twenty-four (24) continuous hours. If assistance provided pursuant to this Agreement is reimbursable by an outside source, any Party whose officers provided assistance for the RC-SERT may submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the RC-SERT Team Commander. The RCSO shall submit the invoices to the reimbursing entity. The reimbursing entity shall reimburse RCSO for the actual cost, and RCSO shall forward the reimbursement to the Responding Party.
- 5.2.5 <u>Workers' Compensation</u>. Each Party to this Agreement shall be responsible for injuries to or death of its own employees in connection with services provided pursuant to this Agreement. Each Party shall maintain workers' compensation coverage or a program of self-insurance, covering its own personnel while they are providing assistance as a member of the RC-SERT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.
- 5.2.6 <u>Damage to Equipment</u>. Each Party shall be responsible for damage to or of its own equipment occurring during deployment of the RC-SERT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

5.2.7 <u>Liability</u>

- 5.2.7.1 The intent of this section is to impose on each Requesting Party a limited duty to defend and indemnify Responding Parties for claims arising against the Responding Parties subject to the limits of liability under the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466). The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
- 5.2.7.2 A Requesting Party shall defend, indemnify and hold harmless the Responding Parties, their employees, officers, and elected and appointed officials for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by a Requesting Party pursuant to this Agreement, subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law.
- 5.2.7.3 For purposes of the Minnesota Municipal Tort Liability Act, the employees and officers of the Responding Parties are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Parties shall not be considered employees of the Requesting Party for any other purpose.
- 5.2.7.4 Under no circumstances shall a party be required to pay on behalf of itself and other Parties any amounts in excess of the limits on liability established in Minn. Stat. Ch. 466 applicable to any one Party. Pursuant to Minn. Stat. § 471.59, subd. 1a, the limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party or Requesting Party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any Party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
- 5.2.7.5 Consistent with Minn. Stat. § 466.07, nothing herein shall be construed to require provision of defense or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

5.2.8 Aid to Non-Parties.

- 5.2.8.1 <u>Definitions and Controlling Law.</u> A political subdivision that is not a Party to this Agreement may request assistance from RC-SERT. A non-Party political subdivision that requests assistance is the "Requesting Political Subdivision" or "Receiving Political Subdivision" as that term is used in Minn. Stat. § 12.331. The Parties that compose RC-SERT are the "Sending Political Subdivision(s)" as that term is used in Minn. Stat. § 12.331. Requests for assistance by non-Party political subdivisions are governed by Minn. Stat. § 12.331.
- 5.2.8.2 Upon a request for assistance from a non-Party political subdivision, RC-SERT may be deployed to such Requesting Political Subdivision, provided that the Ramsey County Sheriff or his or her designee has consented to such deployment. No Party or individual member of RC-SERT shall incur any liability based upon a failure to provide assistance.

- 5.2.8.3 Upon deployment, the Requesting Political Subdivision will be in control of the scene. The Team will not engage in any controlled offensive action without the express authorization of the CLEO of the Requesting Political Subdivision, or the CLEO's designee, or a district court-approved search warrant. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to take emergency action in response to immediate threats to officer or public safety in accordance with law.
- 5.2.8.4 Liability and responsibility for use of personnel, equipment, and supplies, resulting from the provision of assistance to a Receiving Political Subdivision shall be allocated in the same manner as provided by Minnesota Statutes §12.331, subd. 2, i.e., any Party to this agreement assumes the same liability as a Sending Political Subdivision and the non-Party political subdivision assumes the same liability as a Receiving Political Subdivision.

6. Term.

6.1 <u>Term</u>. The term of this Agreement shall begin upon execution of this Agreement by all Parties. This Agreement shall continue in effect until terminated in accordance with its terms.

7. Withdrawal and Termination.

- 7.1 <u>Withdrawal</u>. Any Party may withdraw from this Agreement upon six (6) months' written notice to the other Parties or by the failure to pay the Fee described in Section 2. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party, its employees, officers, and elected and appointed officials prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- 7.2 <u>Termination</u>. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; (b) when a majority of the then existing Parties agree to terminate the Agreement upon a date certain; or (c) when the Ramsey County Sheriff, in his or her sole discretion, decides to terminate this Agreement.
- 7.3 <u>Distribution of Assets</u>. If this Agreement is terminated and not replaced with a new agreement providing for the continued operations of the RC-SERT, or if the RC-SERT is dissolved, all funding that is being held in trust by Ramsey County on behalf of the RC-SERT shall be distributed to the current Parties as permitted by law. Such distribution of RC-SERT funds shall be made in proportion to the total Fee paid to the RC-SERT by the Party in the year prior to termination.
- 7.4 <u>Effect of Termination</u>. Termination shall not discharge any liability incurred by any Party, its employees, officers, and elected and appointed officials during the term of this Agreement.

8. Miscellaneous.

- 8.1 <u>Amendments</u>. This Agreement may be amended only in writing and upon the consent of each Parties' governing bodies.
- 8.2 <u>Counterparts</u>. This Agreement may be executed in two or more copies, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be submitted to the Ramsey County Sheriff.

8.3 <u>Additional Parties</u>. Upon the consent and approval of the existing Parties to this Agreement and their governing bodies, any other municipality operating within the State of Minnesota may become a Party to this Agreement, upon approval of that municipality's governing body, adoption of a resolution by the municipality's governing body, execution of this Agreement, and submission of a copy of the signed Agreement with Ramsey County.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date this Agreement is signed by the Parties as written below.

RAMSEY COUNTY

Rafael Ortega, Chair
Ramsey County Board of Commissioners
Date:
Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners
Date:
Approval recommended:
Bob Flether
Bob Fletcher, Ramsey County Sheriff
Approved as to form:
Man Talata
Marcelo Neblett, Assistant County Attorney

Designee for purposes of receipt of notice:

425 Grove Street, Saint Paul, MN 55101

Phil Baebenroth, Undersheriff

CITY OF MAPLEWOOD

Brian Bierdeman, Public Safety Director/Chief	of Police
Date:	
Marylee Abrams, Mayor	
Date:	
Mike Sable, City Manager	
Date:	-
Andrea Sindt, City Clerk	
Date:	
Approved as to form:	
Ronald H. Batty, City Attorney	
Designee for purposes of receipt of notice:	
Public Safety Director/Chief of Police	
1830 County Road B, Maplewood, MN 55109	

CITY OF MOUNDS VIEW

Ben Zender, Chief of Police
Date:
Zach Lindstrom, Mayor
Date:
Nyle Zikmund, City Administrator
Date:
Approved as to form:
Scott J. Riggs, City Attorney
Designee for purposes of receipt of notice:
Ben Zender, Chief of Police
2401 Mounds View Blvd. Mounds View, MN 55112

CITY OF NEW BRIGHTON

Anthony S. Paetznick, Director of Public Safety
Date:
Devin Massopust, City Manager
Date:
Kari Niedfeldt-Thomas, Mayor
Karr Nieuretut-Momas, Mayor
Date:
Terri Spangrud City Clerk
Date:
Approved as to form:
Sarah J. Sonsalla, City Attorney

Designee for purposes of receipt of notice:

Anthony S. Paetznick, Director of Public Safety
785 Old Highway 8 NW, New Brighton, MN 55112

CITY OF NORTH ST. PAUL	
Ray Rozales, Chief of Police	
Date:	
Approved as to form:	
Jack Brookbank, City Attorney	
John Monge, Mayor	
Designee for purposes of receipt of notice:	
Brian Frandle, City Manager	
2400 Margaret Street, North St. Paul, MN 55109	

CITY OF OAKDALE
(hutman Voller)
Christina Volkers, City Administrator
Date: 4/15/2075
BW.
Kevin Zabel, Mayor
Date: 4/15/25
Approved as to form:

Christina Volkers, City Administrator

Kevin Zabel, Mayor

1584 Hadley Avenue North, Oakdale, MN 55128

GHY OF ROSEVILLE
Sa S =
Erika Scheider, Chief of Police
Date: 5/1/2925
Dan Roe, Mayor
Date:
2
Patrick J. Trudgeon, City Manager
Date: 4/7/25
Approved as to form:
whhinken as in iniiii

CITY OF ST. ANTHONY
Jeff Spiess, Police Chief
Date: 4-4-2025
— Mendy Manus Mayor Wendy Webster, Mayor
Date: 4-8-2-25
On
Charlie Yunker, City Manager
Date: 4/8/25
Approved as to form:

Steven P. Carlson, City Attorney

Jeff Spiess, Police Chief

3301 Silver Lake Road NE, St. Anthony, MN 55418

CITY OF WHITE BEAR LAKE
Dale Hager, Chief of Police
Date:
Dan Louismet, Mayor
Date:
Caley Longendyke, City Clerk
Date:
Approved as to form:
David Anderson, City Attorney

City Clerk 4701 Highway 61, White Bear Lake, MN 55110

UNIVERSITY OF MINNESOTA

Erik Swanson, Interim Chief,

Date: 4/10/2

Approved as to form:

Erik Swanson, Interim Chief

Designee for purposes of receipt of notice:

Randy Mahlen, Captain

505 Washington Ave SE, Minneapolis, MN 55455



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-163 **Meeting Date:** 5/13/2025

Sponsor: County Assessor's Office

Title

Property Tax Abatement

Recommendation

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for: 06-28-22-23-0168, 250 Smith Ave N, Saint Paul, MN

Background and Rationale

The Ramsey County Assessor's department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

In compliance with Minnesota Statutes, Section 375.192, subdivision 2, and directed by County Board Resolution B2019-301, abatements over a \$10,000 reduction of tax must be approved by the Ramsey County Board. This abatement has been reviewed and approved by the County Assessor and the County Auditor. According to Minnesota Statutes, Section 375.192, the Ramsey County Board may consider and grant a reduction or abatement on applications only as they relate to taxes payable in the current year and two prior years provided that the reductions or abatements for the two prior years shall be considered or granted only for (1) clerical error, or (2) when the taxpayer fails to file for a reduction or adjustment due to hardship, as determined by the Ramsey County Board. The department policy is that a clerical error is one that does not involve judgment, but which may involve the failure of a governmental entity to perform a ministerial act relating to the assessment of property.

For abatements over a \$10,000 reduction of tax, penalty and interest combined, notice must be submitted to the school board and municipality in which the property is located. This abatement has met these requirements. The County Assessor and County Auditor recommend that the Ramsey County Board approve this abatement.

County Goals (Check tho	se advanced by Action)	
`		 □ Accountability

Racial Equity Impact

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information

Item Number: 2025-163			Meeting Date: 5/13/2025
regarding abatements can be found of The County Assessor's department a concerns from Hmong and Spanish s	lso has bilingual sta	aff who are available	
Community Participation Level and There is no community engagement i	•	guest for board acti	on
☐ Inform ☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
Fiscal Impact Abatements result in a reduction in pr county budgets for an uncollectable a overall county budget is anticipated w property qualifying for tax abatement	mount of property the vith this action. The	ax levy each year, s	so no negative impact to the
Last Previous Action On December 17, 2019, the Ramsey to the County Auditor/Treasurer of ab	•		•
Attachments 1. May 13, 2025 County Board List_P	'TA		



Abatements over \$10,000 for County Board consideration in May 2025

Board Meeting Date: May 13, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDE D NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AX24-5049/ CORRECTIVE ABATEMENT	ALLINA HEALTH SYSTEM P.O. BOX 43 MINNEAPOLIS, MN 55440-0043	5	06-28-22-23-0168/ 250 SMITH AVE N SAINT PAUL, MN 55102	2024	\$4,316,000 / 3A Commercial - \$12,947,900 / 5E Exempt	\$3,142,800 / 3A Commercial - \$9,428,200 / 5E Exempt	(\$1,173,200) 3A Commercial - \$3,519,700 / 5E Exempt	(\$39,500.00)	This abatement corrects a clerical error where the value was not reduced as settled during the Open Book period. This abatement corrects the valuation by classification as settled during that appeal period.
							GRAND TOTAL	<u>(\$39,500.00)</u>	

90 Plato Blvd. West Saint Paul, MN 55107 Phone: (651) 266-2131 www.co.ramsey.mn.us



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-159 **Meeting Date:** 5/13/2025

Sponsor: County Assessor's Office

Title

Amendment to the Minimum Assessment Agreement for the Ford Site TIF District #322

Recommendation

Approve the second amendment to minimum assessment agreement and the reduction of minimum market values set forth therein, in substantially the form presented to the Ramsey County Board, together with any related documents necessary in connection therewith.

Background and Rationale

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has heretofore established the Ford Site Redevelopment Project Area (the "Project Area") and has adopted a redevelopment plan therefor (the "Redevelopment Plan") pursuant to Minnesota Statutes, Sections 469.001 to 469.047.

Pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended by Laws of Minnesota 2017, 1st Spec. Sess. chapter 1, article 6, section 22 (the "Special Law") and as further amended from time to time, as applicable (the "TIF Act"), the HRA established the "Ford Site Redevelopment Tax Increment Financing District" (County #322) on March 23, 2016 (as amended, the "Redevelopment TIF District") pursuant to the Tax Increment Financing Plan for the Redevelopment TIF District, adopted by the City Council on March 16, 2016, and adopted by the HRA on March 23, 2016 (as amended, "TIF Plan").

The Redevelopment TIF District was established to facilitate the redevelopment of blighted, substandard and deteriorated or deteriorating areas into a mix of housing and commercial uses with related public infrastructure and public amenities and open spaces (collectively, the "Project") located in the City of Saint Paul, Minnesota.

The City, the HRA and Project Paul, LLC, a Delaware limited liability company (the "Developer"), entered into a Redevelopment Agreement (as amended, the "Original Redevelopment Agreement"), dated December 18, 2019, and joined in with respect to certain property within the Redevelopment TIF District, by MN Ford Site Apartment Land LLC, a Delaware limited liability company ("Weidner") in accordance with a separate Joinder to Redevelopment Agreement, dated December 19, 2019, setting forth the terms and conditions under which the City and the HRA agreed to provide certain public financial assistance to the Developer for a portion of the cost of the Project.

In connection with the Original Redevelopment Agreement, the City, the HRA, Developer and Weidner executed that certain Minimum Assessment Agreement, dated as of December 18, 2019 (as amended, the "Original Minimum Assessment Agreement") setting forth the minimum market value for certain lots within the Project (the "Minimum Market Values")

The Developer and Weidner have advised the HRA that the current Minimum Market Values, together with other factors currently impacting the Project, are posing barriers to the contemplated vertical development of the Project.

Item Number: 2025-159 **Meeting Date:** 5/13/2025 The Developer and Weidner have requested that the Minimum Market Values for certain lots in the Project be reduced for certain years and have prepared a Second Amendment to Minimum Assessment Agreement (the "Second Amendment to Assessment Agreement") providing for such reductions. In accordance with Minnesota Statutes, Section 469.177, subdivision 8, the proposed Second Amendment to Assessment Agreement must be approved by the Board of Commissioners of Ramsey County (the "County") and by the Board of Education of Independent School District No. 625 (the "School District"), because the estimated market value for the Property for the most recently available assessment is less than the minimum market value established by the Original Assessment Agreement for such year and certain future years. **County Goals** (Check those advanced by Action) ☐ Well-being ☑ Prosperity ☐ Opportunity ☐ Accountability **Racial Equity Impact** There is no racial equity impact associated with this request for board action. **Community Participation Level and Impact** There is no community participation associated with this request for board action. □ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower **Fiscal Impact** The existing base taxes that are generated and remitted to the county and school district will not change, only the incremental taxes that are captured by the HRA. Additionally, with the desire to entice development, the proposed minimum value upon termination of the TIF district is increasing, thereby potentially expanding the tax base when the district expires. **Last Previous Action** None.

Attachments

Second Amendment to Min Assessment Agmt - Highland Bridge - FINAL2-wExhibit(04-21-2025).pdf

This document was drafted by: Dorsey & Whitney LLP 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402-1498

SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT

(Highland Bridge)

THIS SECOND AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT ("Amendment") is made and entered into as of ________, 2025 by and among the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City"), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company ("Weidner") and is certified by the County Assessor for Ramsey County, Minnesota (the "Assessor").

RECITALS

- A. The City, the Authority, and Developer are parties to that certain Redevelopment Agreement dated December 18, 2019 (the "Original Redevelopment Agreement"), in connection with that certain real property located in the city of Saint Paul, county of Ramsey, state of Minnesota, which consists of approximately 122 acres of land that formerly contained a Ford car and truck assembly plant, and is commonly known as "Highland Bridge" (as more particularly described in the Original Redevelopment Agreement (as the same has been amended), collectively, the "Property"), which Original Redevelopment Agreement is evidenced by Memorandum of Redevelopment Agreement dated December 18, 2019 and recorded in the Office of the Ramsey County Registrar of Titles ("Recording Office") on December 19, 2019 as Document No. T02655830 (the "Original Memorandum of Agreement").
- B. In connection with the Original Redevelopment Agreement (which was joined, in part, by Weidner under the terms of a separate Joinder to Redevelopment Agreement dated December 19, 2019), the City, the Authority, Developer, and Weidner executed that certain Minimum Assessment Agreement dated as of December 18, 2019 and recorded in the Recording Office on December 19, 2019 as Document No. T02655840 ("Original Minimum Assessment Agreement").
- C. The Original Redevelopment Agreement was amended by that certain First Amendment to Redevelopment Agreement and Other Agreements dated August 22, 2023, by and among the City, the Authority, and the Developer, and recorded in the Recording Office on September 1, 2023 as Document No. T02760370 (the "First Amendment to Redevelopment Agreement"), and, together with the Original Redevelopment Agreement, the "Redevelopment Agreement").

- D. Concurrently with the First Amendment to the Redevelopment Agreement, the Original Minimum Assessment Agreement was amended by that certain First Amendment to Minimum Assessment Agreement (Highland Bridge Block 33, Block 34) dated as of August 22, 2023 made by and among the City, the Authority, and Developer, and that was recorded in the Recording Office on September 1, 2023 as Document No. T02760371, and together with subdivision allocation amendments (none of which impact on the Lots owned by Weidner) and the Original Minimum Assessment Agreement, the "Minimum Assessment Agreement").
- E. The Minimum Assessment Agreement sets forth the Minimum Lot Value (as defined therein) for each Lot (as defined therein).
- F. Developer and Weidner have advised the City that the current Minimum Lot Values, together with other factors currently impacting the Property, are collectively posing barriers to the contemplated vertical development on the Lots in the current economic environment.
- G. The parties desire to modify certain Minimum Lot Values with respect to certain of the Lots in the Minimum Assessment Agreement that are owned by Developer and Weidner and that are legally described in Exhibit A attached hereto, all in accordance with this Amendment.
- H. This Amendment requires the consent of Ramsey County and the applicable school district under Minnesota Statutes, Section 469.177, subdivision 8, and the approvals of the governing bodies of the City, the County, and the School District are attached hereto as Exhibits C, D, and E, respectively.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

- 1. <u>Recitals; Capitalized Terms</u>. The Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein. Each capitalized term used herein and the Recitals, unless otherwise defined, shall have the respective meaning ascribed to such term in the Redevelopment Agreement. All Exhibits referred to in and attached to this Amendment are incorporated in and form a part of this Amendment as if fully set forth herein.
- 2. <u>Amendment to Minimum Lot Values</u>. Exhibit B-1 to the Original Minimum Assessment Agreement is amended, in part, by the terms contained on <u>Exhibit B-1</u> attached hereto.
- 3. <u>Weidner Obligations</u>. In consideration of the reduction in minimum assessments given hereunder and as a condition precedent to the effectiveness of this Amendment, Weidner agrees that it will simultaneously enter into a separate agreement with the City and the Authority under which Weidner shall be obligated to construct certain buildings on certain of its Lots and agree to the advance payment of certain GI Assessment payments.
- 4. <u>Remedies.</u> In addition to the indemnifications contained in Section 6.2 of the Original Minimum Assessment Agreement (which the parties hereby agree also run in favor of the City and the Authority), the City and/or the Authority may take any action, in law or equity, available to it to enforce performance and observance of any obligation, agreement, or covenant of Developer and/or of Weidner under the Minimum Assessment Agreement or this Amendment. Neither Developer nor Weidner has any right to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages in connection with the terms of the Minimum Assessment Agreement

as modified by this Amendment; provided, however, the foregoing shall not excuse the City or Authority from any liability deriving from its willful breach of the Minimum Assessment Agreement or this Amendment. No remedy of the City or Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Minimum Assessment Agreement, as amended hereby, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof. If Developer or Weidner shall default under any of the provisions of the Minimum Assessment Agreement, as amended hereby, and the City or Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Developer or Weidner, the City and Authority in such action or enforcement, if the City or the Authority prevail, shall be entitled to payment of its reasonable attorneys' fees and costs from the appropriate party.

- 5. <u>Ratification</u>. Except as specifically modified by this Amendment, the terms and provisions of the Minimum Assessment Agreement shall remain in full force and effect.
- 6. <u>Binding Effect</u>. This Amendment amends and supplements the Minimum Assessment Agreement. If there is a conflict between the provisions of this Amendment and the Minimum Assessment Agreement, the provisions of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the City, the Authority, Developer, Weidner, and their respective successors and assigns.
- 7. <u>Counterparts</u>. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the City, the Authority and Developer have caused this Amendment to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

		By: Its: Mayor	
		By: Its: Director, Office of Financial Services	
		By: Its: Director, Department of Human Rights Equal Economic Opportunity	&
STATE OF MINNESOTA)) SS.		
		edged before me this day of or of the City of Saint Paul, Minnesota, on behalf	
		Notary Public	
STATE OF MINNESOTA COUNTY OF RAMSEY)) SS.		
The foregoing instrum	, the Direc	edged before me this day of etor, Office of Financial Services of the City of S	
		Notary Public	_
STATE OF MINNESOTA COUNTY OF RAMSEY)) SS.)		
The foregoing instrum by Opportunity of the City of Sai	, the Direc	dged before me this day of etor, Department of Human Rights & Equal Ecor a, on behalf of the City.	, 2025 nomic
		Notary Public	
APPROVED AS TO FORM			
City Attorney			

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA

	By:
	Its: Chair or Commissioner
	By:
	By: Its: Director, Office of Financial Services of the City
STATE OF MINNESOTA) SS.	
COUNTY OF RAMSEY)	
by	cknowledged before me this day of, 2025,, the of the Housing and Redevelopment nesota, on behalf of the Housing and Redevelopment Authority of
the City of Saint Paul, Minnesota.	nesota, on benail of the Housing and Redevelopment Authority of
	Notary Public
STATE OF MINNESOTA) SS. COUNTY OF RAMSEY)	
by	cknowledged before me this day of, 2025,, the Executive Director of the Housing and Redevelopment nesota, on behalf of the Housing and Redevelopment Authority of
	Notary Public
STATE OF MINNESOTA) SS. COUNTY OF RAMSEY)	
by	cknowledged before me this day of, 2025,, the Director, Office of Financial Services of the City of Saint using and Redevelopment Authority of the City of Saint Paul,
	Notary Public

PROJECT PAUL, LLC, a Delaware limited liability company

		By: Name: Its:	
STATE OF MINNESOTA)) ss.		
COUNTY OF HENNEPIN			
The foregoing instruments by, the company, on behalf of the limit	nited liability compa	lged before me this day of of Project Paul, LLC, a Delawa my.	, 2025, are limited liability
		Notary Public	
ACKNOWLEDGED AND A	GREED:		
RYAN COMPANIES US, IN a Minnesota corporation	ſC.,		
By:			
Name:			
Its:			
STATE OF MINNESOTA)) ss.		
COUNTY OF HENNEPIN			
		lged before me this day of	
corporation on behalf of the c	_, the orporation.	of Ryan Companies US	5, Inc., a Minnesota
1	r		
		Notary Public	

		MN FORD SITE APARTMENT LAN a Delaware limited liability company	ND LLC,
		By: Weidner Investment Services, Inc Washington Corporation, its Manager	
		Name: W. Dean Weidner	
		Its: President	
STATE OF WASHINGTON)		
) ss.		
COUNTY OF KING)		
by W. Dean Weidner, the Pres	sident of Weidner	lged before me this day of Investment Services, Inc. a Washington c , a Delaware limited liability company, o	corporation, the
		Notary Public	

Exhibit A

<u>Legal Description of Property</u>

Lot 1, Block 1,

Lot 2, Block 1; and

Lot 3, Block 1;

all in Northern Highland Bridge, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 3, Block 1, Southern Highland Bridge, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 1, Block 5, Ford, according to the recorded plat thereof, Ramsey County, Minnesota.

AND

Lot 1, Block 12,

Lot 1, Block 16

Lot 1, Block 17

Lot 1, Block 18

Lot 1, Block 22,

Lot 1, Block 23

Lot 1, Block 24,

Lot 1, Block 28,

Lot 1, Block 29,

all in Ford, according to the recorded plat thereof, Ramsey County, Minnesota.

Exhibit B-1

Amendment to Certain Minimum Lot Values

"Any parcels not listed in this Exhibit B-1 remain subject to the amounts stated in Exhibit B-1 of the Original Minimum Assessment Agreement, as previously amended."

Exhibit B-1 to Amendment to Minimum Assessment Agreement (FINAL - March 17, 2025)

Changes will commence in Assess 2025 for Pay 2026

Existing minimums are shown in first line, with strikeout, and amended (new) values shown immediately below (planned affordable values for Blocks 12, 23 and 24 are shown and italized, but are not changing)

Minimum Lot Value by Tax Assessment Year*

								Minimum Lot V	/alue by Tax Ass	sessment Year*						
Plat Block/Lot	Proposed Split**	Proposed Split Area	Vertical Improvement	Per Unit Minimum Taxable Value	Number of Units	Total Initial Minimum Lot Value as Amended	Total Final Minimum Lot Value as Amended***	2021	2022	2023	2024	2025 (1st Yr of Change)	2026	2027	2028	2029
Replatted Parcel	ls for Block 2. Lot	1 (Now Northern	n Highland Bridge, Bl	ock 1. Lot 1)												-
1/1			Mixed Use Housing	187,500	53	9.973.688	9.973.688	621,846	4.986.844	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688
1/1	N/A	1.2	Mixed Use Retail	157,300	28,560	4.284.000	4,284,000	309.553	2,142,000	4.284.000	4.284.000	4.284.000	4.284.000	4.284.000	4,284,000	4,284,000
		4.2				, ,							, ,	, ,		
1/1	N/A	1.2	Office	208	30,000	6,250,000	11,626,840	931,399	7,128,844	14,257,688	14,257,688	6,250,000	6,437,500	6,630,625	6,829,544	7,034,430
	is for Block 2, Lot	1 (Now Northern	n Highland Bridge, Bl													
1/2		2.2	Mixed Use Housing	187,500	96	17,963,812	17,963,812	1,120,020 -	8,981,906	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812
1/2	N/A		Mixed Use Retail	150	51,440	7,716,000	7,716,000		3,858,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000
1/2		2.2	Mixed Use Retail	225	21,000	4,725,000	8,789,895	557,543	3,858,000	7,716,000	7,716,000	4,725,000	4,866,750	5,012,753	5,163,136	5,318,030
1/2	N/A	2.2	Mixed Use Housing	225,000	97	21,825,000	40,600,929	1,120,020	8,981,906	17,963,812	17,963,812	21,825,000	22,479,750	23,154,143	23,848,767	24,564,230
Replatted Parcel	ls for Block 2. Lot	2 (Now Northern	n Highland Bridge, Bl	ock 1. Lot 3)												
1/3	N/A	0.77	Mixed Retail	150	20.000	3.000.000	3.000.000		1,500,000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000
1/3	N/A	0.77	Mixed Retail	225	10,000	2,250,000	4,185,665	598,527	1,500,000	3,000,000	3,000,000	2,250,000	2,317,500	2,387,025	2,458,636	2,532,395
1/3	11/75	0.77	Wilked Netali	223	10,000	2,230,000	4,103,003	330,321	1,500,000	3,000,000	3,000,000	2,230,000	2,317,300	2,307,023	2,430,030	2,332,333
5/1	N/A	1.13	Office	100	111,400			713,628	713,628	713,628	713.628	713,628	5.570.000	11,140,000	11,140,000	11,140,000
													, ,			
5/1	N/A	1.13	MF Senior	241,230	55	13,267,675	20,670,604	713,628	713,628	713,628	713,628	856,400	882,092	908,555	935,812	963,886
16/1	N/A	1.49	MF Res	212,500	211	44,837,500	44,837,500	1,143,339 -	1,143,339	22,418,750	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500
16/1	N/A	1.49	MF Res	236,477	180	42,565,907	70,354,961	1,143,339	1,143,339	22,418,750	44,837,500	1,820,200	1,874,806	1,931,050	21,072,231	42,565,907
12/1	Lot 1	0.51	Affordable	6,663	59	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
12/1	Lot 2	0.92	MF-Res	187,500	149	27,937,500	27,937,500	705,955 -	705,955	705,955	705,955	13,968,750	27,937,500	27,937,500	27,937,500	27,937,500
12/1	Lot 2	0.92	MF Res	238,228	55	13,102,566	19,818,806	705,955	705,955	705,955	705,955	1,358,456	1,399,210	1,441,186	1,484,422	1,528,955
									,			, ,	, ,		, ,	
17/1	N/A	1.43	MF Res	187.500	192	36.000.000	36.000.000	1,097,299	1.097.299	1.097.299	1.097.299	18.000.000	36.000.000	36.000.000	36.000.000	36.000.000
17/1	N/A	1.43	MF Res	238,228	86	20,487,649	30,989,407	1.097,299	1.097,299	1.097.299	1.097,299	1.749.800	1.802.294	1.856.363	1,912,054	1.969.416
1//1	IN/A	1.43	IVII IVES	230,220	80	20,487,043	30,383,407	1,037,233	1,037,233	1,037,233	1,037,233	1,743,800	1,002,234	1,830,303	1,312,034	1,505,410
18/1	N/A	1.43	MF-Res	150.000	197	29.550.000		1,097,299 -	1,097,299	1.097.299	1.097.299	1.097.299	14.775.000	29.550.000	29.550.000	29.550.000
						, ,										
18/1	N/A	1.43	MF Res	240,611	86	20,692,525	30,387,672	1,097,299	1,097,299	1,097,299	1,097,299	1,749,800	1,802,294	1,856,363	1,912,054	1,969,416
22/1	N/A	1.64	MF Res	212,500	129	- 27,412,500	27,412,500	1,258,441 -	1,258,441	1,258,441	1,258,441	1,258,441	13,706,250	27,412,500	27,412,500	27,412,500
22/1	N/A	1.64	MF Res	241,230	165	39,803,025	62,011,816	1,258,441	1,258,441	1,258,441	1,258,441	1,996,300	2,056,189	2,117,875	2,181,411	2,246,853
23/1	Lot 1	0.32	Affordable	4,162	59	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549
23/1	Lot 2	1.38	MF Res	187,500	205	38,437,500	38,437,500	1,058,932 -	1,058,932	1,058,932	1,058,932	1,058,932	1,058,932	1,058,932	19,218,750	38,437,500
23/1	Lot 2	1.38	MF Res	240,611	55	13,233,592	19,433,978	1,058,932	1,058,932	1,058,932	1,058,932	1,825,151	1,879,906	1,936,303	1,994,392	2,054,224
24/1	Lot 1	0.51	Affordable	7,115	55	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
24/1	Lot 2	1.19	MF Res	150.000	159	23.850.000	- 23.850.000	913,137	913.137	913.137	913.137	913,137	913.137	913.137	11.925.000	23.850.000
24/1	Lot 2	1.19	MF Res	243,017	55	13,365,928	19,056,616	913,137	913,137	913,137	913,137	1,683,656	1,734,166	1,786,191	1,839,777	1.894.970
24/1	LOT 2	1.19	IVIF NES	243,017	33	13,303,326	19,030,010	915,157	915,157	913,137	915,157	1,005,030	1,754,100	1,700,191	1,039,777	1,094,970
20/4	N1/A	4.26	145.0	450,000	476	27 400 000	27 400 000	054.504	054.504	054.504	054.504	054 504	40 700 000	27.400.000	27 400 000	27.400.000
28/1	N/A	1.26	MF Res	150,000	176	37,400,000	37,400,000	951,504	951,504	951,504	951,504	951,504		37,400,000	37,400,000	37,400,000
28/1	N/A	1.26	MF Res	251,025	150	37,653,807	52,121,674	951,504	951,504	951,504	951,504	1,542,300	1,588,569	1,636,226	1,685,313	1,735,872
29/1	Lot 1	1.37	MF-Res	187,500	173	- 32,437,500	32,437,500	997,545 -	997,545	997,545	997,545	997,545	997,545	997,545	997,545	997,545
29/1	Lot 1	1.37	MF Res	247,902	75	18,592,613	24,986,918	997,545	997,545	997,545	997,545	1,671,354	1,721,495	1,773,140	1,826,334	1,881,124
29/1	Lot 2	1.61	MF Res	150,000	219	32,850,000	32,850,000	1,235,421 -	1,235,421	1,235,421	1,235,421	1,235,421	1,235,421	1,235,421	1,235,421	1,235,421
29/1	Lot 2	1.61	MF Res	247,902	75	18,592,613	24,986,918	1,235,421	1,235,421	1,235,421	1,235,421	1,964,146	2,023,070	2,083,762	2,146,275	2,210,663
,-				2,502			2 .,,	-,, .22	-,,	-,, .2.1	_,, ,	2,22.,210	_,,,,,,	2,,- 02	-,- :-,- / 5	
Replatted Parcels	for Block 24 1 at 1	/Now Southern Life	ghland Bridge, Block 1,	l ot 3)									ı		Т	
34/1			Office	Lot 3)	100,000	7,500,000	7,500,000	4,120,626 -	4,120,626	4,120,626	4,120,626	4,120,626	4,120,626	4,120,626	4,120,626	3,750,000
1/3	N/A N/A	5.36 3.24	MF Res	212,304	100,000	21,230,403	34,068,564	4,120,626	4,120,626	4,120,626	4,120,626	4,944,800	5,093,144	5,245,938	5,403,316	10,510,101

^{*} Assessment Year for taxes payable in the following year

^{**} The platted parcel is proposed to be either subdivided to multiple PID's through subdivision, or be split record for assessing dividing residential from non-residential

^{***} The initial minimum value, once fully assessed, will inflate 3% each year

Exhibit B-1 to Amendment to Minimum Assessment Agreement (FINAL - March 17, 2025)

Changes will commence in Assess 2025 for Pay 2026

Existing minimums are shown in first line, with strikeout, and amended (new) values shown immediately below (planned affordable values for Blocks 12, 23 and 24 are shown and italized, but are not changing)

Minimum Lot Value by Tax Assessment Year*

								Minimum Lot Val	ue by Tax Assessr	nent Year*						
Plat Block/Lot	Proposed Split**	Proposed Split Area	Vertical Improvement	Per Unit Minimum Taxable Value	Number of Units	Total Initial Minimum Lot Value as Amended	Total Final Minimum Lot Value as Amended***	2030	2031	2032	2033	2034	2035	2036	2037	2038
Penlatted Parce	le for Block 2 Lot	1 (Now Norther	n Highland Bridge, Blo	ock 1 Lot 1)												
1/1	IS TOT BIOCK 2, LOT		Mixed Heat Housing	187,500	53	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688	9.973.688
1/1	N/A	1.2	Mixed Use Retail	157,300	28,560	4.284.000	4,284,000	4,284,000	4,284,000	4.284.000	4.284.000	4,284,000	4.284.000	4.284.000	4,284,000	4,284,000
1/1	N/A	1.2	Office	208	30,000	6,250,000	11,626,840	7,245,463	7,462,827	7.686.712	7,917,313	8.154.832	8,399,477	8.651.461	8.911.005	9,178,335
1/1	N/A	1.2	Office	200	30,000	6,230,000	11,626,640	7,243,403	7,402,027	7,000,712	7,917,515	0,134,032	0,333,477	0,031,401	6,911,003	9,170,555
Banlattad Baras	le for Block 2. Let	1 /Now Northon	n Highland Bridge, Blo	ack 1 Lat 2)												
1/2	IS TOT BIOCK 2, LOT		Mixed Use Housing	187,500	- 96	- 17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812	17.963.812
1/2	N/A	2.2	Mixed Use Retail	157,360	51,440	7.716.000	7,716,000	7.716.000	7,716,000	7,716,000	7.716.000	7,716,000	7.716.000	7.716.000	7.716.000	7,716,000
1/2	19774		Mixed Use Retail	225	21.000	4,725,000	8,789,895	5,477,571	5,641,898	5,811,155	5.985.490	6,165,055	6,350,007	6,540,507	6,736,722	6,938,824
1/2	N/A	2.2	Mixed Use Housing	225,000	97	21,825,000	40,600,929	25,301,157	26,060,192	26,841,998	27,647,258	28,476,676	29,330,976	30,210,905	31,117,232	32,050,749
1/2	N/A		Mixed Use Housing	223,000	37	21,823,000	40,600,929	23,301,137	20,000,192	20,041,330	27,047,236	20,470,070	29,550,976	30,210,903	31,117,232	32,030,749
Banlattad Baras	le for Block 2. Let	2 (Naw Namban	. Washings Daiden Di	aak 1 aa 2\												
		0.77	n Highland Bridge, Blo Mixed Retail	150 	20.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000
1/3 1/3	N/A N/A	0.77	Mixed Retail	225	10,000	2,250,000	4.185.665	2,608,367	2,686,618	2.767.217	2.850.234	2,935,741	3,023,813	3,114.527	3,000,000	3,304,202
1/3	N/A	0.77	iviixed ketali	225	10,000	2,250,000	4,185,005	2,608,367	2,080,018	2,/6/,21/	2,850,234	2,935,741	3,023,813	3,114,527	3,207,963	3,304,202
5/1	N/A	1.13	Office	100	111,400	11,140,000	11,140,000	11,140,000	11,140,000	11,140,000	11,140,000	11,140,000	11,140,000	11.140.000	11,140,000	11,140,000
														, ,		
5/1	N/A	1.13	MF Senior	241,230	55	13,267,675	20,670,604	6,568,156	13,267,675	13,665,705	14,075,676	14,497,946	14,932,884	15,380,871	15,842,297	16,317,566
16/1	N/A	1.49	MF Res	212,500	211	44,837,500	- 44,837,500	44,837,500 —	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500	44,837,500
16/1	N/A	1.49	MF Res	236,477	180	42,565,907	70,354,961	43,842,884	45,158,171	46,512,916	47,908,303	49,345,552	50,825,919	52,350,697	53,921,218	55,538,855
12/1	Lot 1	0.51	Affordable	6,663	59	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
12/1	Lot 2	0.92	MF-Res	187,500	149	- 27,937,500	- 27,937,500	27,937,500 —	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500 -	27,937,500	27,937,500
12/1	Lot 2	0.92	MF Res	238,228	55	13,102,566	19,818,806	1,574,824	6,486,419	13,102,566	13,495,643	13,900,512	14,317,527	14,747,053	15,189,465	15,645,149
4:																
17/1	N/A	1.43	MF-Res	187,500	192	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000
17/1	N/A	1.43	MF Res	238,228	86	20,487,649	30,989,407	2,028,498	10,142,400	20,487,649	21,102,278	21,735,346	22,387,406	23,059,028	23,750,799	24,463,323
	•															
18/1	N/A	1.43	MF-Res	150,000	197	29,550,000	29,550,000		29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000
18/1	N/A	1.43	MF Res	240,611	86	20,692,525	30,387,672	2,028,498	2,089,353	10,243,824	20,692,525	21,313,301	21,952,700	22,611,281	23,289,619	23,988,308
	•															
22/1	N/A	1.64	MF Res	212,500	129	27,412,500	- 27,412,500	27,412,500 —	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500 -	27,412,500	27,412,500
22/1	N/A	1.64	MF Res	241,230	165	39,803,025	62,011,816	19,704,468	39,803,025	40,997,116	42,227,029	43,493,840	44,798,655	46,142,615	47,526,893	48,952,700
23/1	Lot 1	0.32	Affordable	4,162	59	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549
23/1	Lot 2	1.38	MF Res	187,500	205	38,437,500	38,437,500	38,437,500 —	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500 -	38,437,500	38,437,500
23/1	Lot 2	1.38	MF Res	240,611	55	13,233,592	19,433,978	2,115,851	2,179,327	6,551,283	13,233,592	13,630,600	14,039,518	14,460,704	14,894,525	15,341,361
24/1	Lot 1	0.51	Affordable	7,115	55	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
24/1	Lot 2	1.19	MF Res	150,000	159	- 23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000
24/1	Lot 2	1.19	MF Res	243,017	55	13,365,928	19,056,616	1,951,819	2,010,374	2,070,685	6,616,796	13,365,928	13,766,906	14,179,913	14,605,310	15,043,469
28/1	N/A	1.26	MF-Res	150,000	176	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000 -	37,400,000	37,400,000
28/1	N/A	1.26	MF Res	251,025	150	37,653,807	52,121,674	1,787,948	1,841,586	1,896,834	1,953,739	18,640,498	37,653,807	38,783,421	39,946,924	41,145,332
29/1	Lot 1	1.37	MF Res	187,500	173	32,437,500	32,437,500	16,218,750	32,437,500	32,437,500	32,437,500	32,437,500	32,437,500	32,437,500 -	32,437,500	32,437,500
29/1	Lot 1	1.37	MF Res	247,902	75	18,592,613	24,986,918	1,937,558	1,995,685	2,055,556	2,117,223	2,180,740	9,204,264	18,592,613	19,150,391	19,724,903
29/1	Lot 2	1.61	MF Res	150,000	219	32,850,000	32,850,000		32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000
29/1	Lot 2	1.61	MF Res	247,902	75	18,592,613	24,986,918	2,276,983	2,345,292	2,415,651	2,488,121	2,562,765	9,204,264	18,592,613	19,150,391	19,724,903
Replatted Parcels	for Block 34, Lot 1	(Now Southern Hig	ghland Bridge, Block 1,	Lot 3)												
34/1	N/A	5.36	Office	75	100,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
1/3	N/A	3.24	MF Res	212,304	100	21,230,403	34,068,564	21,230,403	21,867,315	22,523,334	23,199,034	23,895,005	24,611,855	25,350,211	26,110,717	26,894,039
* Assessment Year	for tayor navable in	the following year														

^{*} Assessment Year for taxes payable in the following year

^{**} The platted parcel is proposed to be either subdivided to multiple PID's through subdivision, or be split record for assessing dividing residential from non-residential

^{***} The initial minimum value, once fully assessed, will inflate 3% each year

Exhibit B-1 to Amendment to Minimum Assessment Agreement (FINAL - March 17, 2025)

Changes will commence in Assess 2025 for Pay 2026

Existing minimums are shown in first line, with strikeout, and amended (new) values shown immediately below (planned affordable values for Blocks 12, 23 and 24 are shown and italized, but are not changing)

Minimum Lot Value by Tax Assessment Year*

								Minimum Lot V	alue by Tax ASS	essilient real					
Plat Block/Lot	Proposed Split**	Proposed Split Area	Vertical Improvement	Per Unit Minimum Taxable Value	Number of Units	Total Initial Minimum Lot Value as Amended	Total Final Minimum Lot Value as Amended***	2039	2040	2041	2042	2043	2044	2045	2046
	s for Block 2, Lo	t 1 (Now Norther	n Highland Bridge, Bl												
1/1		1.2	Mixed Use Housing	187,500	53	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688	9,973,688
1/1	N/A		Mixed Use Retail	150	28,560	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000	4,284,000
1/1	N/A	1.2	Office	208	30,000	6,250,000	11,626,840	9,453,685	9,737,296	10,029,415	10,330,297	10,640,206	10,959,412	11,288,194	11,626,840
Replatted Parcel	s for Block 2, Lo	t 1 (Now Norther	n Highland Bridge, Bl												
1/2		2.2	Mixed Use Housing	187,500	96	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812	17,963,812
1/2	N/A		Mixed Use Retail	150	51,440	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000	7,716,000
1/2		2.2	Mixed Use Retail	225	21,000	4,725,000	8,789,895	7,146,989	7,361,399	7,582,241	7,809,708	8,043,999	8,285,319	8,533,879	8,789,895
1/2	N/A	2.2	Mixed Use Housing	225,000	97	21,825,000	40,600,929	33,012,271	34,002,639	35,022,718	36,073,400	37,155,602	38,270,270	39,418,378	40,600,929
Replatted Parcel	s for Block 2, Lot	t 2 (Now Norther	n Highland Bridge, Bl	ock 1, Lot 3)											
1/3	N/A	0.77	Mixed Retail	150	20,000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000	3.000.000
1/3	N/A	0.77	Mixed Retail	225	10,000	2,250,000	4,185,665	3,403,328	3,505,428	3,610,591	3,718,909	3,830,476	3,945,390	4.063,752	4,185,665
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5/1	N/A	1.13	Office	100	111,400	11.140.000	-11.140.000	11,140,000	11.140.000	11.140.000	11.140.000	11.140.000	11.140.000	11.140.000	11,140,000
5/1	N/A	1.13	MF Senior	241,230	55	13,267,675	20,670,604	16,807,093	17,311,306	17,830,645	18,365,564	18,916,531	19,484,027	20,068,548	20,670,604
3/1	IN/A	1.13	IVII JEIIIOI	241,230	33	13,207,073	20,070,004	10,807,093	17,311,300	17,830,043	10,303,304	10,510,551	13,464,027	20,000,348	20,070,004
16/1	N/A	1.49	MF-Res	212.500	211	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500	44.837.500
16/1	N/A	1.49	MF Res	212,500	180	42,565,907	70.354.961	57,205,021	58.921.172	60.688.807	62,509,471	64.384.755	66.316.298	68.305.787	70,354,961
16/1	IN/A	1.49	IVIF Kes	236,477	180	42,565,907	70,354,961	57,205,021	58,921,172	60,688,807	62,509,471	64,384,755	66,316,298	68,305,787	70,354,961
10/1							221.211	******							
12/1	Lot 1	0.51	Affordable	6,663	59	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
12/1	Lot 2	0.92	MF-Res	187,500	149	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500	27,937,500
12/1	Lot 2	0.92	MF Res	238,228	55	13,102,566	19,818,806	16,114,503	16,597,938	17,095,876	17,608,752	18,137,015	18,681,125	19,241,559	19,818,806
		•	1						•						
17/1	N/A	1.43	MF-Res	187,500	192	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000	36,000,000
17/1	N/A	1.43	MF Res	238,228	86	20,487,649	30,989,407	25,197,223	25,953,140	26,731,734	27,533,686	28,359,697	29,210,488	30,086,803	30,989,407
18/1	N/A	1.43	MF-Res	150,000	197	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000	29,550,000
18/1	N/A	1.43	MF Res	240,611	86	20,692,525	30,387,672	24,707,957	25,449,196	26,212,672	26,999,052	27,809,024	28,643,295	29,502,594	30,387,672
22/1	N/A	1.64	MF Res	212,500	129	27,412,500	- 27,412,500	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500	27,412,500
22/1	N/A	1.64	MF Res	241,230	165	39,803,025	62,011,816	50,421,281	51,933,919	53,491,937	55,096,695	56,749,596	58,452,084	60,205,647	62,011,816
23/1	Lot 1	0.32	Affordable	4,162	59	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549	245,549
23/1	Lot 2	1.38	MF Res	- 187,500	205	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500	38,437,500
23/1	Lot 2	1.38	MF Res	240,611	55	13,233,592	19,433,978	15,801,602	16,275,650	16,763,920	17,266,838	17,784,843	18,318,388	18,867,940	19,433,978
24/1	Lot 1	0.51	Affordable	7,115	55	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344	391,344
24/1	Lot 2	1.19	MF-Res	150,000	159	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000	23,850,000
24/1	Lot 2	1.19	MF Res	243,017	55	13,365,928	19,056,616	15,494,773	15,959,616	16,438,404	16,931,556	17,439,503	17,962,688	18,501,569	19,056,616
, -				2.2,327				==,:=:,,775		,,		2.,.22,505	2.,222,300	,,	
28/1	N/A	1.26	MF-Res	150,000	176	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000	37,400,000
28/1	N/A	1.26	MF Res	251,025	150	37,653,807	52.121.674	42,379,692	43.651.083	44.960.615	46,309,433	47,698,716	49.129.677	50.603.567	52,121,674
20/1	IN/A	1.20	IVII IICS	231,023	130	37,033,007	32,121,074	42,373,032	43,031,003	44,500,015	40,303,433	47,030,710	45,125,077	30,003,307	32,121,074
29/1	Lot 1	1.37	MF Res	187.500	173	32.437.500	32.437.500	32,437,500	32.437.500	32.437.500	32.437.500	32,437,500	32.437.500	32,437,500	32,437,500
29/1	Lot 1	1.37	MF Res	247,902	75	18,592,613	24,986,918	20,316,650	20,926,150	21,553,935	22,200,553	22,866,570	23,552,567	24,259,144	24,986,918
23/1	LULI	1.37	IAII IVES	247,302	73	10,332,013	24,300,310	20,310,030	20,320,130	21,333,333	22,200,333	22,000,370	23,332,307	24,233,144	24,300,310
20/1	1-43	1.61	MC D	150,000	210	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000	22.050.000
29/1	Lot 2	1.61	MF Res	150,000	219	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000	32,850,000
29/1	Lot 2	1.61	MF Res	247,902	75	18,592,613	24,986,918	20,316,650	20,926,150	21,553,935	22,200,553	22,866,570	23,552,567	24,259,144	24,986,918
										-					
			ghland Bridge, Block 1,												
34/1	N/A	5.36	Office	75	100,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
1/3	N/A	3.24	MF Res	212,304	100	21,230,403	34,068,564	27,700,860	28,531,886	29,387,843	30,269,478	31,177,562	32,112,889	33,076,276	34,068,564
* Assessment Year	for taxes pavable in	n the following year													

^{*} Assessment Year for taxes payable in the following year

^{**} The platted parcel is proposed to be either subdivided to multiple PID's through subdivision, or be split record for assessing dividing residential from non-residential

^{***} The initial minimum value, once fully assessed, will inflate 3% each year

Exhibit C Approval of the City

Exhibit D Approval of Ramsey County

Exhibit E Approval of School Board

Assessor's Certificate

The undersigned, being the duly qualified and acting assessor of Ramsey County, Minnesota, hereby certifies that.

- 2. I have read the Original Assessment Agreement, the First Amendment, and the Second Amendment;
 - 3. I have received and reviewed the Plans for the Improvements to be constructed on the Lots;
- 4. I have received and reviewed an estimate prepared by Developer of the cost of each Lot and the Improvements to be constructed thereon;
- 5. I have reviewed the market value previously assigned to the Property, and the minimum assessed values to be assigned to the Lots and/or Improvements by the Agreement is a reasonable estimate; and
- 6. I hereby certify that the market value assigned to the Lots and/or the Improvements by the Agreement is reasonable.

Dated:	_, 2025	
		County Assessor, Ramsey County, Minnesota

CONSENT OF MORTGAGEE

[Colliers]	, ("Mo	ortgagee"),	is the	holder	of mort	gages gr	ranted	by
("Mor	tgagor") again	st the Parcel	s legally	describe	d on [inclu	de separa	te exhi	bits
for respective parcels]. Mor								
foregoing Second Amendmen				•				
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		Bv:						
			Vame:					
			ts:					
		-						
STATE OF MINNESOTA)							
) ss.							
COUNTY OF)							
	,							
The foregoing instru	ment was ackno	owledged be	ore me t	his	day of			
2025, by								
•	, the				·	on ocna	11 01	tiic
•								
		Notary 1	Public					_

CONSENT OF MORTGAGEE

[Park State Bank]		_, (" Mortgagee "), is tl	he holder of mor	tgages granted by
		st the Parcels legally des		
for respective parcels]. Mort				
foregoing Second Amendment				
		C		
		[1	
		<u></u>		
		By:		
		Name:		_
		Its:		
STATE OF MINNESOTA)			
) ss.			
COUNTY OF)			
The foregoing instrum	nent was ackno	owledged before me this	day of	,
2025, by	, the		, Ol	n behalf of the
·				
		Notary Public		



Board of Commissioners Request for Board Action

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-172 **Meeting Date:** 5/13/2025

Sponsor: Public Works

Title

Set Public Hearing Date for the use of Ramsey County Transportation Sales and Use Tax Funds

Recommendation

Set the Public Hearing date of June 3, 2025, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the revisions to the list of projects eligible for the Ramsey County Transportation Sales and Use Tax funds.

Background and Rationale

To provide a safe and efficient multi-modal transportation system, the Ramsey County Board approved the imposition of a one-half percent sales tax and \$20 excise tax on new vehicles (Sales and Use Tax) consistent with the requirements of Minnesota Statute 297A.993 by Resolution B2017-143 on June 13, 2017. The projects identified in resolution B2017-143 have either been completed, are still in development or are no longer being pursued. New projects may be added to utilize the Sales and Use Tax if they are designated by the county board following a public hearing. Holding the public hearing will allow the county board to revise the list of projects eligible for Sales and Use Tax funding by removing those that have been completed or are no longer being pursued as well as by adding in new projects. The Sales and Use Tax funding will be dedicated to these projects by resolution following the public hearing at the next board meeting on June 10, 2025.

County Goals (Check those advanced by Action)

Racial Equity Impact

Ramsey County is the most racially and ethnically diverse county in the state of Minnesota. An improved multimodal transportation system will benefit all residents of the county, including communities of color and Native Americans who are more likely to benefit from increased investments in transportation projects consistent with Ramsey County's All Abilities Transportation Policy. All transportation capital construction projects, including roadway, bridge, trail and sidewalk and transit projects will include workforce inclusion goals consistent with the Transportation Improvement Program they are adopted into. These goals currently are 32% minority and 20% women in the construction workforce.

Public Works also has a goal of 5% growth year over year for use of Certified Small Business Enterprise (CERT SBE) companies on its construction projects. The CERT SBE companies are further categorized into minority and female owned businesses that can be contract with on Public Works' professional/technical and construction agreements.

Community Participation Level and Impact

A public hearing provides the opportunity for the public to provide direct input on the projects identified for Sales Tax use. Additionally, the selection of these projects was informed by the 2050 All Abilities Transportation Plan which included engaging with more than 1,500 residents, city, county and township

Item Number	: 2025-172	Meeting Date: 5/13/2025							
officials through	hout its development.								
		☐ Involve	☐ Collaborate	☐ Empower					
Fiscal Impact									
Revision and a	pproval of the list of pr	ojects that are eligib	ole for use of Ramse	ey County Transportation Sales					
and Use Tax will allow for the allocation of existing and future sales use tax proceeds to newly identified									
projects. This includes re-allocation of funds that were previously committed to projects that have been									
	re no longer being pur		•	. ,					

Last Previous Action

On June 13, 2017, the Ramsey County Board of Commissioners approved the Imposition of One-Half Percent Sales Tax for Transportation Improvements (Resolution B2017-143).

Attachments

1. Public Hearing Notice

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, June 3, 2025, in the Council Chambers, 3rd Floor - Court House, 15 West Kellogg Boulevard, Saint Paul Minnesota, 55102.

This Public Hearing will be conducted to afford the public the opportunity to comment on the revisions and to approve the list of projects eligible for the Ramsey County Transportation Sales and Use Tax funds.

Persons who intend to testify are encouraged to sign up online at <u>ramseycounty.us/chiefclerk</u> or to contact the Chief Clerk at 651-266-9200 prior to Tuesday, June 3, 2024.

If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

Zoom: https://zoom.us/j/99490154482?pwd=FQVT66Jrho8U1XBaGIr5A5I7fPbCli.1

Webinar ID: 994 9015 4482 | Passcode: 405666 | Phone: 651-372-8299

Email: chiefclerk@ramseycounty.us | Phone: 651-266-9200 | Written Mail: Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102