



August 2, 2019

RE: West Side Community Organization and 84 Water Street QOZB, LLC Community Benefits Agreement

West Side Community Organization ("WSCO") and 84 Water Street QOZB, LLC ("84 Water Street") believe that construction projects should be free from discrimination, human trafficking and other worker abuses. 84 Water Street is acquiring certain land with an address of 84 Water Street, St. Paul, Minnesota and intends to construct an apartment project thereon (the "Project"). In connection with the Project, the parties desire to work cooperatively and use good faith efforts to achieve the workplace safety goals below:


- 84 Water Street will require all of its contractors and subcontractors who perform work on the Project to sign the Certification attached hereto as Exhibit A (the "Certification").
- 84 Water Street and all of its contractors and subcontractors will use good faith efforts to ensure 80% of the work is performed by union workers on this project. Consideration will be given for local West Side contractors and residents in hiring for the project.
- 84 Water Street will not contract or subcontract with entities who are known to engage or have engaged in labor practices that are contrary to ethical and legal labor standards and to the practices outlined in this agreement or the Certification.
- 84 Water Street will host periodic site visits for WSCO representatives with 1 hour advanced notice to arrive on site. WSCO understands the actual site tour may not start for 1-3 hours based on Superintendent availability but will be conducted as soon as possible after arrival.
- 84 Water Street and all of its contractors and subcontractors will allow workers on the project to have access to available apprenticeship training programs.

WSCO requests 84 Water Street and its primary contractors refrain from working with the following subcontractor on the Project;

- Painting America, Inc.
- Absolute Drywall Inc.

Over the past two years WSCO has worked diligently to ensure The Neighborhoods of the West Side are treated equitably when major development opportunities occur. This letter of agreement is written in good faith with WSCO and 84 Water Street to affirm that due diligence is applied in all arenas of the construction project.

In Community



Monica Bravo
Executive Director
West Side Community Organization



Nick Walton
Manager
84 Water Street QOZB, LLC

Exhibit A
Subcontractor Certification

EXHIBIT [] TO SUBCONTRACT AGREEMENT

SUBCONTRACTOR CERTIFICATION

- A. **No Undocumented Employees.** Subcontractor certifies that Subcontractor does not knowingly employ any undocumented employees.
- B. **Wage Enforcement.** Subcontractor shall report, and shall require its Sub-subcontractors to report, all complaints or adverse determinations of wage theft or payroll fraud against Subcontractor or its Sub-subcontractors to Contractor within seven (7) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Subcontractor, Contractor may terminate the Contract or exercise any other remedy under the Subcontractor or available under applicable law, including the right to withhold amounts otherwise owed to Subcontractor to protect Contractor against damage that may be incurred by Contractor. Subcontractor certifies that there has not been any adverse determination against Subcontractor within the proceeding 3-year period for wage theft or payroll fraud.
- C. **Worker's Compensation.** Subcontractor and its Sub-subcontractors and legal representatives shall comply with all laws, rules, regulations, and orders governing worker's compensation insurance. Subcontractor agrees to procure and maintain worker's compensation insurance as required by the Subcontract and applicable law.
- D. **Combating Trafficking in Persons.** Subcontractor shall comply with FAR § 52.222-50, requiring the Contractor to notify employees of the Government's "zero tolerance" policy towards trafficking in persons and to take action against employees or subcontractors that violate the policy. Subcontractor agrees that it will not engage in any unlawful trafficking of persons and will take all commercially reasonable measures to prevent and protect against the trafficking of persons by Subcontractor and its employees.
- E. **Human Rights.** Subcontractor shall conduct its activities in a manner that respects human rights as set out in The United Nations Universal Declaration of Human Rights. Subcontractor shall not use any form of child, slave, forced, bonded, indentured, or involuntary labor, including prison labor. Subcontractor shall not engage in human trafficking or exploitation, or import goods that have been manufactured, procured, produced, or transported by slavery or human trafficking. Subcontractor shall not retain employees' government-issued identification, passports or work permits as a condition of employment.
- F. **Wages and Benefits.** Subcontractor shall ensure that its workers are paid lawful wages, including overtime, premium pay, and equal pay for equal work without discrimination. There shall be no disciplinary deductions from pay. No cash payments to workers will be permitted.

- G. **Non-Discrimination.** Subcontractor shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, gender identity, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any scope of work carried out by Subcontractor or any of its lower-tier subcontractors or labor suppliers.
- H. **Flow-Down.** Subcontractor shall require all lower-tier subcontractors and labor suppliers to certify compliance with the terms of this Exhibit.
- I. **Certification.** Subcontractor agrees that execution of the subcontract constitutes a certification on the part of the Subcontractor that it is compliant with all of the representations and requirements set forth in this Exhibit and that Subcontractor will remain in compliance with all terms of this Exhibit. Subcontractor agrees to indemnify, defend, and hold Contractor harmless from and against all damages, expenses, costs, claims, and liabilities (including attorneys' fees) suffered by Contractor as a result of Subcontractor's failure to comply with this Exhibit.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date of the Subcontract Agreement

Subcontractor:

By: _____

Name: _____

Its: _____



May 20, 2019

To: Saint Paul Board of Zoning & Saint Paul Planning Commission
From: West Side Community Organization, West Side Voices Committee
Re: 84 Water Street, St. Paul MN 55107, Letter of Support

To Whom It May Concern:

On Tuesday, May 14th the voting members of the West Side Voices Land Use & Environment Committee and non-voting community members gathered at the WSCO offices for a presentation from Reuter Walton Developer, and DJR Architecture.

After a time of questions and dialogue the committee members voted in support of the following:

1. Rezoning of the 84 Water Street Development Site from IT (Transitional Industrial) to T3.
2. A variance of front setback from the 10' required to 5' to allow for balconies.
3. A height variance of 25 feet (3 stories) on this project site from 4 stories, 45' to 7 stories, 74' -6".

With the understanding of the following:

1. That the first 2 levels will be parking, with 5 levels of housing above. The height of this building will be lower than what currently exists within the development site line.
2. 70% of the units will be at 80% of the AMI

10% of the units will be at 60% of the AMI

This aligns with the West Side 10 year plan providing:

- mixed income housing
- cleaning contamination of site
- maintain traditional urban form
- bike and pedestrian use design & transit oriented

In Partnership,

Monica Bravo
Executive Director