

EDA Members:

Dan Roe,
President
Lisa Laliberte,
Vice President
Tammy McGehee,
Treasurer
Robert Willmus
Jason Etten



**Economic Development
Authority
Meeting Agenda
Tuesday, July 17, 2018
City Council Chambers
6:00 p.m.**

Address:
2660 Civic Center Dr.
Roseville, MN 55113

Phone:
651-792-7000

Website:
www.growroseville.com

1. 6:00 P.M. Roll Call
Voting & Seating Order: Willmus, Etten, McGehee, Laliberte and Roe
2. Pledge Of Allegiance
3. Approve Agenda
4. 6:01 P.M. Public Comment
5. Business Items (Action Items)
 - 5.A. 6:05 PM Discuss Rice/Larpenteur Funding Scenarios
Documents:
[5A REPORT AND ATTACHMENTS.PDF](#)
 - 5.B. 6:20 PM Review EDA Budget And Tax Levy
Documents:
[5B REPORT AND ATTACHMENTS.PDF](#)
 - 5.C. 6:35 PM Consider Resolutions Of Support For Tax Base Revitalization Funds And Environmental Response Funds And Enter Into Development Agreement With Edison Apartments LLC - 3110 Old Highway 8
Documents:
[5C REPORT AND ATTACHMENTS.PDF](#)
 - 5.D. 6:45 PM Receive Economic Development Activity Quarterly Report
Documents:
[5D REPORT AND ATTACHMENTS.PDF](#)
6. 7:15 P.M. Staff, Board And Executive Director Communications, Reports, And Announcements
7. 7:20 P.M. Adjourn



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: July 17, 2018

Item No.: 5.a

Department Approval

City Manager Approval

Item Description: Discuss Possible Funding Scenarios to Assist in Rice St./Larpenteur Ave. Revitalization Initiatives

BACKGROUND

On November 28, 2016 the City Council obligated TIF District -12 Funds, with a fund balance of \$781,054, for redevelopment and revitalization improvements along the Rice St./Larpenteur Ave. corridor. At that time, the Cities of Roseville, Maplewood, and St. Paul (in partnership with Ramsey County) were working together to engage the community in a yearlong visioning plan for the gateway. Now that the visioning plan is complete, the cities are beginning discussions to identify where funding may align with short/mid-range goals outlined in the plan. TIF 12 funds are restricted to qualifying redevelopment projects. Examples of qualifying projects may include installation of utilities, improvements to businesses/properties along the corridor, or acquisition/assembly of sub-par buildings and land for redevelopment. A memo from public finance professional, Mary Ippel, outlining eligible uses of these funds can be found as Attachment A.

A large aspect of the visioning plan recommends streetscaping opportunities to reduce the visual degradation caused by surface parking, fragmented sidewalk, and utility poles. Community leaders discussed undergrounding utility lines as a possible first step for streetscaping improvements in the corridor. A quick cost proposal provided by Xcel Energy estimates the cost of relocation as ranging between \$1.2 million and \$1.5 million for a stretch along Rice St. between Wheelock Parkway and Roselawn Ave (Corridor Map attached as Attachment B). Xcel indicates that a large number of businesses along the corridor would need to upgrade voltage to current standards and relocate service points underground. Additional funding sources beyond TIF 12 funds would need to be identified to fulfill this proposal. The Public Works Department will be available at the meeting to answer questions about proposal scope and funding options.

The visioning plan identifies the value in the three communities developing a design framework with the County to ensure that redevelopment or streetscaping improvements are done in alignment. These plans should be developed prior to expenditure of funds for streetscaping purposes.

Other potential uses of the funds could consist of site acquisition and assembly, or the purchase of right of way from property owners with excess surface parking. Once a design framework is established, funds could also be used for decorative lighting or decorative fencing for enhanced pedestrian safety.

The full Rice St./Larpenteur Ave visioning plan can be found at www.riceandlarpenteur.com. The Executive Summary of the plan is attached to this report as Attachment C.

29 **STAFF RECOMMENDATION**

30 Staff recommends the EDA discuss a range of funding scenarios to assist in Rice St./Larpenteur Ave.
31 revitalization initiatives and prioritize future expenditure of TIF 12 funds.

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33 **REQUESTED COUNCIL ACTION**

34 Discuss the range of funding scenarios to assist in Rice St./Larpenteur Ave. revitalization initiatives and
35 prioritize future expenditure of TIF 12 funds.

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Prepared by: Kari Collins, Community Development Director
Attachment A: Memo from Mary Ippel Outlining Restrictions on Funds
Attachment B: Map of Corridor
Attachment C: Rice/Larpenteur Visioning Plan Executive Summary



W2200 First National Bank Building
332 Minnesota Street
St. Paul MN 55101-1396
tel 651.808.6600
fax 651.808.6450

October 29, 2012

Mary L. Ippel
(651) 808-6620
mippel@briggs.com

VIA E-MAIL

Chris Miller
City Finance Director
City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113-1815

Re: Tax Increment Financing District No. 12

Dear Chris:

You have requested an opinion concerning the pooling authority with respect to Tax Increment Financing District No. 12. TIF District No. 12 was established in 1990 and is not subject to the pooling restrictions contained in Minnesota Statutes, Section 469.1763. Therefore, assuming that there is adequate budget authority for Tax Increment Financing District No. 12 tax increments can be spent from Tax Increment Financing District No. 12 anywhere within the boundaries of Development District No. 1. Tax Increment Financing District No. 12 is subject to the 90% rule contained in Minnesota Statutes, Section 469.176, subdivision 4(j). Subdivision 4(j) provides that at least 90% of the revenues derived from Tax Increment Financing District No. 12 must be used to finance the cost of correcting conditions that allow designation of redevelopment districts under Section 469.174. These costs include, but are not limited to acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of the land, the removal of hazardous substances or remediation necessary to the development of the land and installation of utilities, roads, sidewalks and parking facilities for the site. The allocated administrative expenses of the city including the cost of preparation of a development action response plan may be included in the qualifying costs.

It is my understanding that available increment from Tax Increment Financing District No. 12 may be used to pay for public infrastructure costs so that development may occur within areas of the city where redevelopment is necessary. This use of tax increment would be in compliance with the 90% rule. In the event that the city determines to assist developers with projects to be undertaken on sites that are not redevelopment properties (i.e., raw land) an

B R I G G S A N D M O R G A N

Chris Miller
October 29, 2012
Page 2

analysis will have to be made to make sure that such assistance is in compliance with the 90% rule.

In addition there is the prohibition that tax increments cannot be used for a commons area to be used as a public park, a facility used for social, recreational or conference purposes or a building to be used primarily and regularly for conducting the business of a municipality.

In summary, tax increments derived from Tax Increment Financing District No. 12 can be spent within the boundaries of Development District No. 1 provided that the expenditure is in compliance with the budget for Tax Increment Financing District No. 12 and complies with the 90% rule.

If you have any other questions please do not hesitate to contact me.

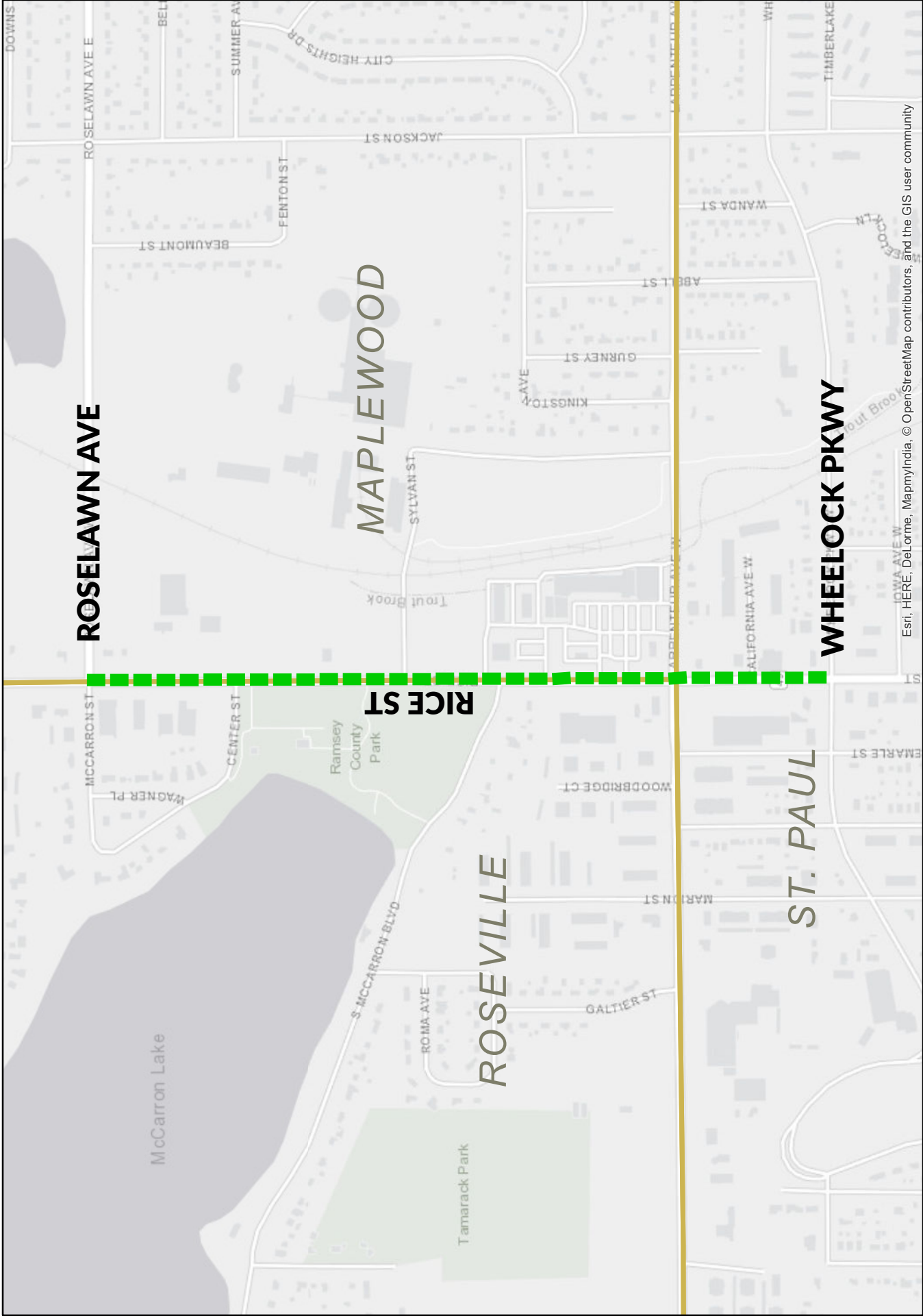
Very truly yours,

A handwritten signature in cursive script that reads "Mary L. Ippel".

Mary L. Ippel

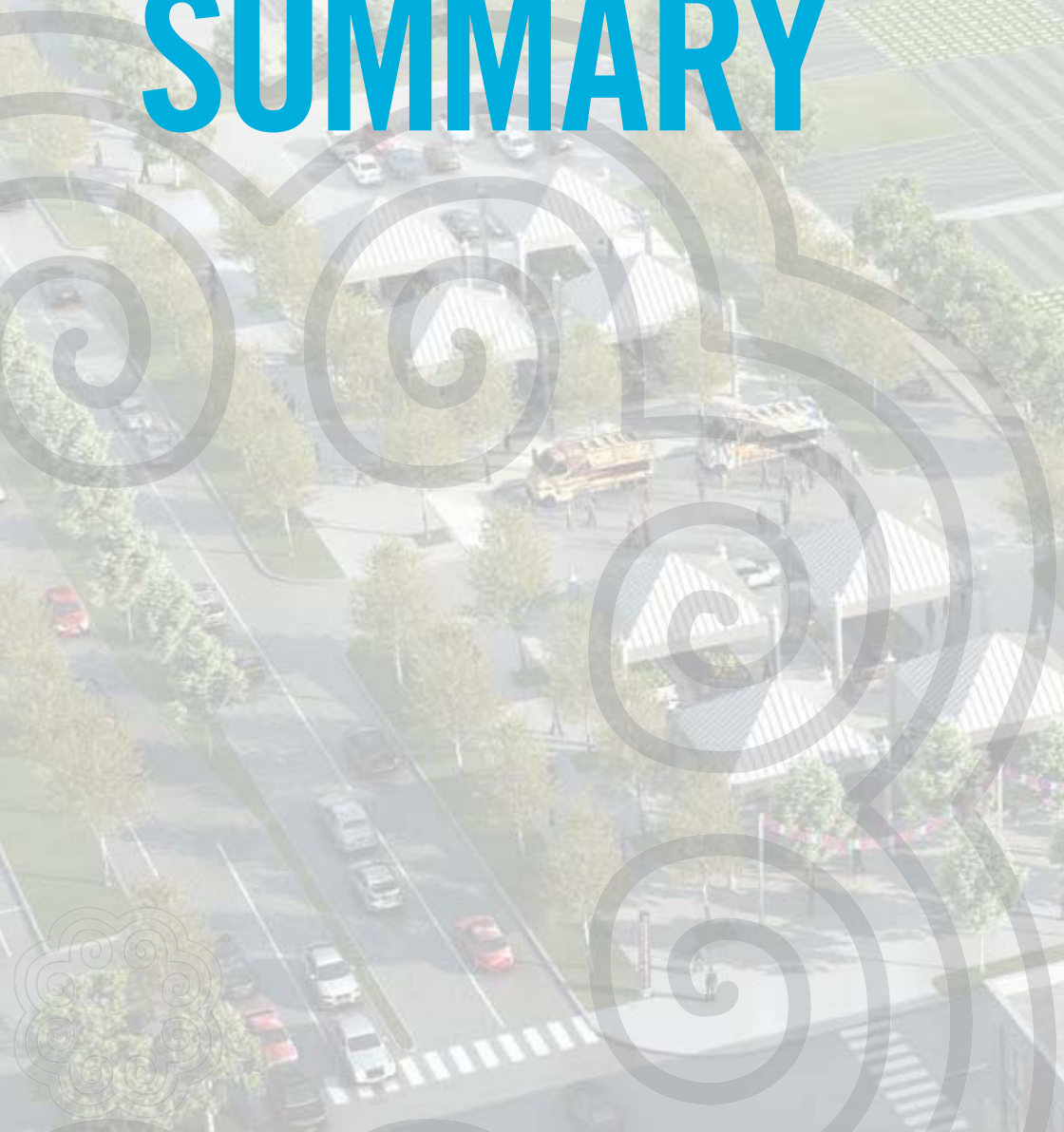
MLI/jmc

5a. Attachment B



Xcel Energy Underground Utilities Proposal (0.63 miles)

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

The creation of the Rice-Larpenteur Vision plan was a collaborative effort of the Cities of Maplewood, Roseville, Saint Paul and Ramsey County. Two committees helped guide this planning effort: The Gateway Planning Committee (GPC), which was comprised of elected officials from each of the cities and County Staff, City Staff, and the Community Advisory Group (CAG), which included residents, business owners, and other stakeholders. The overarching importance of this corridor and adjacent neighborhoods cannot be overstated; Many of the County's poorest families and new immigrant populations reside in this area because of the concentration of naturally-occurring affordable housing. The corridor plan includes analyses of land use, market conditions, natural resources, sidewalk width, transportation and traffic, community health indicators, resiliency, and bicycle and pedestrian circulation.

The primary purpose of this plan is to create a strategy to manage future growth within the corridor in a manner that will foster an attractive destination with strong businesses, vibrant neighborhoods, and beautiful places. The plan will focus on a corridor that is safe and comfortable with access to the natural amenities offered by Lake McCarrons, Lake McCarrons Regional Park, Trout Brook Trail, Wheelock Parkway, and the Rice Street community gardens, and convenient for motorists, pedestrians, bicyclists and transit users.

Outlined in this summary are key findings that were based on significant input from the project's GPC, CAG and the community:

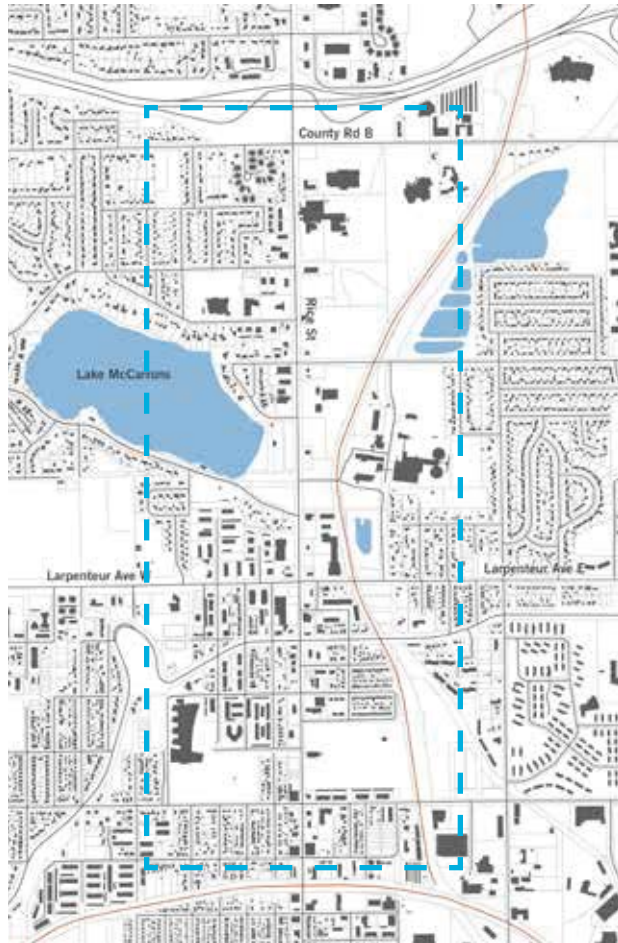
- The need to create a safe, pedestrian friendly environment.
- Redevelopment scenarios for the key opportunity sites along the corridor.
- The need to improve the street network along the corridor to improve multi-modal access and circulation.
- Improve connections to amenities and open spaces along the corridor.

PURPOSE

The purpose of this plan is to create a revitalization strategy to bring renewed public and private-sector investment within the Rice and Larpenteur gateway area. The plan will also foster an attractive destination with strong businesses, vibrant neighborhoods, a “heart” to the district with streets that are safe and comfortable for pedestrians. The plan will also inform Ramsey County's transportation planning efforts for work that is expected to take place in the next 5 to 10 years. To this end, the plan:

- Offers a guide for reinvestment that is flexible and will respond to fluctuating market conditions.
- Ensures that potential growth of both private redevelopment and improvements to the public realm will be orderly, predictable, and sustainable, as well as integrated into a mutually supportive plan for the Rice and Larpenteur gateway. Displacement and affordable housing are significant corridor issues, so future redevelopment should be reviewed through and equity lens to ensure supportive outcomes.
- Responds to community needs and desires to ensure equitable outcomes to support current residents.
- Maximizes the potential for market synergy and reinforces urban design, redevelopment, economic development and resilience objectives.
- Will improve the experience within the area by creating pedestrian-friendly streetscapes and by strengthening the connections with nearby points of interest.
- Promotes design excellence in all aspects of the corridor.
- Outlines implementation strategies for amenities and infrastructure improvements.





Map of Study Area

STUDY AREA

The corridor planning project area is generally bordered on the north by County Road B, on the east by Sylvan Street, on the west by Galtier Street, and on the south by Cottage Avenue. The Rice-Larpenteur Gateway serves as a common boundary for the cities of Saint Paul, Roseville and Maplewood. The project area contains a variety of commercial, office, residential, hospitality, and public uses.

PLANNING PROCESS TIMELINE

The planning process was initiated in March 2017 and continued through February 2018. There were approximately five separate meetings with the CAG, seven meetings with the GPC and two joint meetings with both groups. The planning process was extended beyond the originally defined nine months to better coordination with the on-going Ramsey County Transportation Safety study for Rice Street and the ULI Healthy Corridors study for the Rice Street Corridor.

COMMUNITY PARTICIPATION

As the report will detail, the vision created for this place was developed with community input. The major forces, issues, and opportunities associated with the corridor have been defined through a series of interactive committee meetings, business owner interviews, community workshops, and interviews with developers. Two standing project committees were formed to help guide and inform the planning process. The Gateway Area Planning Committee (GPC) was comprised of City and County staffs and elected officials from Maplewood, Roseville, and Saint Paul. The Citizens Advisory Group (CPG) was appointed by the GPC and was comprised of residents, property/business owners and other community advocates. The general public was invited to community workshops to engage in design conversations and exercises to define what currently exists and to imagine what they would like it to become. What resulted was a connected corridor with an identified “heart” for activities- the central area with increased intense compact development, pedestrian-friendly and designed to provide places for residents and visitors to meet, socialize, and find the goods and services they need for daily living. Enhanced transportation modes were envisioned that include narrowed streets, new sidewalks, streetscape improvements, and improved public transit.

OVERALL VISION, DESIGN PRINCIPLES, GOALS AND OBJECTIVES

The goals and objectives have been refined and endorsed by the Rice and Larpenteur GPC and have driven the creation of the Framework Plan.

- A. Provide safe connections for walking and biking to and through the area.
 - Create safe routes to schools, with a complete sidewalk network and

- pedestrian crossings.
- Connect parks and green spaces with inviting and safe green trail systems.
 - Create a walkable and bikeable center that feels safe and inviting for users of the commercial spaces.
- B. Improve the aesthetic quality of street design to improve the quality and condition of streetscape elements (lighting, benches, bus stops, etc.) and sidewalks.
- C. Capitalize on development and redevelopment opportunities associated with the revitalization of the corridor.
- Catalyze positive redevelopment and reinvestment focusing on food as the unifying factor.
 - Develop smaller scale, neighborhood retail and office uses as appropriate to provide neighborhood residents with necessary services.
 - Provide opportunities and support (education, financing support, etc.) for local residents to develop unique eating opportunities.
 - Encourage supportive retail and commercial businesses that contribute to the wellbeing of the community.
- D. Create an environment for people first, and the automobile last.
- Right-size traffic lanes to reduce speeds and crossing widths for other users without increasing roadway congestion.
 - Provide refuge islands where pedestrians must cross large roads or parking lots.
 - Consolidate curb cuts.
 - Right-size and consolidate parking lots.
- E. Develop a “Village by the Lake” using McCarrons and other blue/green infrastructure to create identity and increase sustainability.



View north along Rice Street at Lake McCarrons County Park

PLACE MAKING

This vision plan responds to the unique qualities of the setting and addresses land uses, open spaces, building massing, pedestrian and bicycle connections, parking, and transportation systems to foster a genuine and memorable place. This plan illustrates how to capitalize on numerous redevelopment opportunities while simultaneously:

- Creating a distinctive entrance to the corridor and the three partner cities of Maplewood, Roseville and Saint Paul.
- Clearly defining edges and transitions to existing neighborhoods.
- Calming traffic while improving mobility.
- Balancing vehicular needs with pedestrian safety and comfort, inclusive of all modes of transportation.
- Improving the climate for reinvestment



MARKET CONCLUSIONS

The market analysis evaluated the socio-economic conditions of the Gateway study area, the market condition of various real estate sectors, including housing (both rental and for-sale), retail, and office, as well as a number of development indicators. Based on a synthesis of these analyses, the following are key conclusions:

- There is a strong market opportunity to capitalize on the growing population of the study area.
- Children are an important component to the local market, and new housing and retail development should consider how children will drive market demand.
- Diverse cultural mix of area residents is an opportunity for entrepreneurial activity, which is currently emerging but not fully leveraged.
- Strong demand for housing of all types; however, supportable rents/prices will likely require new construction subsidies, though key sites could support market rate product.
 - *Market rate housing is most likely to occur north of Larpenteur Avenue in closer proximity to Lake McCarrons and possibly on the Rice Street Gardens (Saint Paul Water Works owned) site.*
- Retail opportunities are constrained as much by competition, parcel sizes, and building stock as they are by trade-area incomes.
- Lack of small retail spaces is a barrier to start-ups/mom-and-pop businesses.
- Office demand is limited to local services because the core of the study area is too distant from major highways to appeal to large office users.
- If the existing amenities focused around water and open space can be better connected to study area households and worker, this will expand the market potential and reach of the study area.

IMPLEMENTATION

The rate at which this plan's recommendations are implemented depends on political will and funding availability. The report details a great many things that can and ought to be done but there are four specific items that need to be mentioned here that can and should happen in the near-term. Implementation recommendations for the upcoming one to two years are as follows:

1. Each of the partner cities should adopt this plan in its entirety as part of their overall comprehensive city plan processes.
2. Partner cities and Ramsey County should form a Rice-Larpenteur Alliance that will continue to meet and guide future decisions along the corridor related to redevelopment and public realm improvements.
3. The partner cities should develop a cohesive set of design standards for the corridor to support the recommendations of this plan. The design standards can be part of a cohesive set of zoning recommendations that can be adopted by all cities or a special set of standards that can be included as part of an overlay district.
4. The partner cities should coordinate infrastructure and pedestrian improvement projects with Ramsey County to ensure future projects meet and exceed the vision and recommendations outlined in this plan.
 - Define a series of interim improvements to enhance the corridor. Examples include, but are not limited to temporary wayfinding signs, parklets, moveable planters, additional/relocated pavement marking, or an organized open street event.
 - Develop a streetscape framework plan to ensure coordination between partner Cities and the County prior to the design and reconstruction of Rice Street in the near future.
 - Provide additional seating nodes and benches at key locations along the corridor.
 - Provide additional landscaping along the corridor.
 - Define opportunities to incorporate public art created by local artists.



SHORT-TERM RECOMMENDATIONS

In addition to the more immediate design interventions and process recommendations, the items below identify the additional short-term design recommendations that should occur within the next 2 to 4 years.

PUBLIC REALM + OPEN SPACE

- Develop a public gathering space at the south-west corner of Rice and Larpenteur adjacent to the MyThrift Store site (northeast corner of site).
- Define opportunities to enhance recreational programming and opportunities to create more youth-focused activities and after-school programming.

MOVEMENT + ACCESS

- Enhanced pedestrian crossings (signal timing, pedestrian count-down timers, enhanced striping/pavement markings, and pedestrian ramps) along Rice Street at Roselawn Avenue, Larpenteur Avenue, Hoyt Avenue, Arlington Avenue, and Nebraska Avenue.
- Study opportunity to create mid-block pedestrian crossings (to include pedestrian rapid-flashing beacons, enhanced striping/pavement markings, and pedestrian ramps) at N. McCarrons Boulevard/Rice Street and S. McCarrons Boulevard/Rice Street.
- Study opportunity to create new traffic controlled intersections (to include pedestrian crossing improvements) along Marion Street and Galtier Street at Larpenteur Avenue and Wheelock Parkway and at Elmer Street/Rice Street.
- Create a wayfinding system for directing bicycle traffic to the key destinations along the corridor.
- Create pedestrian connection through Saint Paul Regional Water Services site to connect to Kingston Avenue and N. Beaumont Street.
- Work with Metro Transit to provide more frequent bus route service north of Larpenteur Avenue.
- Reconstruct Rice Street from Larpenteur Avenue to Maryland Avenue



Rice-Larpenteur Corridor Vision Plan. See Page 55 for additional detail regarding the Vision Plan

REDEVELOPMENT + REINVESTMENT

- Catalyst Site #1: Infill commercial development on the south-west corner of the Rice-Larpenteur intersection in front of the Lamplighter lounge and the MyThrift Store site.
- Catalyst Site #2: Infill commercial development on the north-east corner (Crown Plaza) of the Rice-Larpenteur intersection north of the Burger King fronting along Rice Street.
- Catalyst Site #3: Infill commercial development on the south-east corner of the Rice-Larpenteur intersection east of the Taco Bell (directly west of the RR tracks) fronting Larpenteur Avenue.
- Catalyst Site #4: Infill residential on the former Roseville Armory site located along N McCarrons Boulevard.
- Catalyst Site #5: Infill residential on the Margolis site located along Larpenteur Avenue.
- Catalyst Site #6: Infill senior residential development along S. McCarrons Blvd at new connection of Marion Street greenway.
- Catalyst Site #7: Infill mixed-use development on the St. Paul Water works site located at the corner of Rice Street and Roselawn Avenue W. (this includes the Affordable Used Cars - Maplewood site).

CHARACTER + BUILT FORM

- Create comprehensive design standards/guidelines.

ORGANIZATION + REGULATORY

- Create zoning overlay district.



Photo of catalyst site #7 (Short-term redevelopment recommendation)



Photo of catalyst site #2 (Short-term redevelopment recommendation)

LONG TERM RECOMMENDATIONS (4-15 YEARS)

Identified below is a summary of the long-term recommendations identified through this planning process.

PUBLIC REALM + OPEN SPACE

- Reconfigure McCarrons Lake County Park to relocate parking lot and expand recreational amenities.
- Park redesign for the Rice and Arlington Field.

MOVEMENT + ACCESS

- Reconstruct Rice Street from Larpenteur Avenue to County Road B.
- Study reconfiguring Larpenteur Avenue between Galtier Street and Sylvan Street.
- Connect Marion Street (defined as Marion greenway) to S. McCarrons Boulevard.

REDEVELOPMENT + REINVESTMENT

- Catalyst Site #1: Infill mixed-use development on the south-west corner of the Rice-Larpenteur intersection on the entire MyThrift Store site (including the Super America site).
- Catalyst Site #2: Infill residential development on Woodbridge Court (Marion Street-Brittany Apartments) and Marion Street.
- Catalyst Site #3: Infill mixed-use development on the Long's Auto Site.
- Catalyst Site #4: Infill mixed-use development on the McCarron Hills Shopping Center site.
- Catalyst Site #5: Infill mixed-use development on the Dairy Queen Site.
- Catalyst Site #6: Infill mixed-use development on the Family Dollar (Burger King, Walgreen's, TGK Auto, Rice Street Car Wash) while maintaining Western Bank building.
- Catalyst Site #7: Infill mixed-use development on Centerline Bus Charter Site (including the Car Hop site).
- Catalyst Site #8: Infill residential development on the Mobil site at the

intersection of Rice Street and McCarrons Street.

- Catalyst Site #9: Infill residential development on the Best Car Wash and Auto Care site at the intersection of Rice Street and W. Montana Avenue.
- Catalyst Site #10: Infill residential development on the Auto Zone site at the intersection of Rice Street and W. Nebraska Avenue.



Plan view of proposed improvements at Lake McCarrons County Park.

See Page 97 for additional details.



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: July 17, 2018

Item No.: 5.b

Department Approval

City Manager Approval

Item Description: Adopt a Resolution Requesting a Preliminary Levy Collectible in 2019

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BACKGROUND

Per the by-laws adopted by the Roseville Economic Development Authority (REDA), the REDA must review and recommend a preliminary budget to the City Council.

To request a preliminary EDA levy, the REDA must adopt a budget for consideration by the City Council via Resolution. Once the initial EDA levy request is approved, the levy may be lowered but cannot be raised above the preliminary level. The maximum amount the REDA can levy for in 2019 is \$870,999.

A preliminary levy of **\$678,570** is being proposed for 2019. A preliminary levy of this amount would result in a \$16.05 increase in annual property taxes, or approximately \$1.34 per month for a median-valued home of approximately \$254,900. The proposed levy represents an 88.4% increase from the 2018 Levy and operating budget. No additional staff is being proposed in 2019.

STAFFING

The Community Development Director is proposing no changes to the staffing structure for 2019. Economic Development staff that are supported by the EDA levy include a full-time Economic Development and Housing Program Manager and a .5 time Economic Development Coordinator/GIS Specialist. A Code Compliance Officer and administrative staff, who support the Neighborhood Enhancement Program (NEP), are also partially paid from the EDA budget.

The total cost for EDA staff in 2018 is anticipated to be: **\$269,670**

<u>General REDA Expenditures and Personnel</u>	
The REDA has operating costs associated with overhead, staff, attorney fees, recording secretary services, continuing education and training of staff. This amount reflects total operating costs <i>and</i> personnel costs.	\$322,220

30 **PROGRAMMING**

31 The tables below outline existing housing and economic development programs that the City of
 32 Roseville currently maintains. In addition to personnel costs, accompanying cost of existing programs
 33 will need to be budgeted as well.

34 In 2019, the following programs will continue to operate but will receive no additional funds:

<u>Multi-Family Loan and Acquisition Funds</u> Offers rehabilitation loans to existing rental property owners (whose properties have 5 or more units) and also makes dollars available for energy improvements. This program is also used for site assemblage for redevelopment of higher density housing.	\$0
Roseville Loan Program (consolidated home improvement loan program)	\$0
Abatement Assistance (payment of abatement costs for code enforcement activities).	\$0
Housing Replacement/Single Family Construction Fund	\$0

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 36 In 2019, the following programs are proposed to be budgeted as follows:

<u>Ownership Rehabilitation Programs</u> Provides residents with free, comprehensive consultation services about the construction/renovation process to maintain, improve, and/or enhance their existing home, with a specific focus on energy efficiency. The program also recognizes homeowners that have done green construction or improvements to their homes and yards. This program budgets for 200 energy efficiency audits to be completed each year.	\$27,850
<u>Marketing</u> This budget is maintained for printing and mailing of marketing materials of the REDA programs.	\$5,000
<u>Economic Development</u> The Economic Development budget reflects resources to aid in outreach to existing and prospective businesses. Current efforts include partnerships with the Minnesota State Chamber, St. Paul Area Chamber of Commerce, Twin Cities North Chamber, and others to assist with quarterly educational workshop series, newsletters, and yearly networking events. Recruitment, acquisition assistance, and marketing efforts are being programmed through the assistance of economic development consulting (\$50,000). Annual contract obligations for Golden Shovel Agency economic development marketing services are also included in this total (\$12,000).	\$73,500
NEW <u>Economic Development Project Gap Financing</u> The REDA has taken a more aggressive role in providing incentives and subsidy options to businesses looking to expand or locate to Roseville. In order to continue to be able to attract businesses we will need to set aside subsidy funds to assist with development. The \$200,000 may be used, for example, to help close the gap in financing a development for a business that meets Subsidy Policy criteria, or, assist in a loan for improvements (e.g. façade improvements) to a structure or site.	\$200,000

<p>*NEW* <u>Southeast Roseville Initiatives</u> The Cities of Roseville, St. Paul and Maplewood have issued a Request For Information (RFI) for a facilitator to lead the Rice St.-Larpenteur Alliance stakeholder group and to help drive implementation of the recommendations identified in the Rice/Larpenteur Gateway Visioning Plan. The City of Roseville will need to set aside funds for this person to staff the group and any other initiatives that may occur as a result of the visioning plan.</p>	<p>\$50,000</p>
<p>Total 2019 Levy Supported Program Expenses</p>	<p>\$356,350</p>

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<p>Total EDA Proposed Budget: (Program Expenses + REDA Expenditures & Personnel)</p>	<p>\$678,570</p>
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STAFF RECOMMENDATION

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Consider a Resolution Requesting A Preliminary Tax Levy in 2018 Collectible in 2019

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REQUESTED COUNCIL ACTION

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Motion to adopt a Resolution Requesting A Preliminary Tax Levy in 2018 Collectible in 2019

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Prepared by: Kari Collins, Community Development Director
Attachment A: Resolution

**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

Pursuant to due call and notice thereof, a meeting of the Roseville Economic Development Authority, County of Ramsey, Minnesota, was duly called and held at the City Hall on Monday, the 17th day of July, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner _____introduced the following resolution and moved its adoption

Resolution No. XX

A Resolution Requesting A Tax Levy in 2018 Collectible in 2019

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Roseville Economic Development Authority, Minnesota (the "Authority"), as follows:

Section 1. Recitals.

1.01. The Authority is authorized by Minnesota Statutes Section 469.107 to request that the City of Roseville, Minnesota (the "City") levy a tax on all taxable property within the City, subject to approval of such tax levy by the City Council of the City, for the benefit of the Authority (the "EDA Levy").

1.02. The Authority is authorized to use the amounts collected by the EDA Levy for the purposes provided in Minnesota Statutes, Section 469.090 to 469.1081 (the "EDA Act").

Section 2. Findings

2.01. The Authority hereby finds that it is necessary and in the best interest of the City and the Authority to request that the City Council of the City adopt the EDA Levy to provide funds necessary to accomplish the goals of the Authority.

Section 3. Adoption of EDA Levy.

3.01. The Authority hereby requests that the City levy the following amount, which is no greater than 0.01813 percent of the City's estimated market value, to be levied upon the taxable property of the City for the purposes of the EDA Levy described in Section 1.02 above and collected with taxes payable in 2019:

Amount: \$ 678,570

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Section 4. Report to City and Filing of Levies.

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4.01. The executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the City Council with the Authority's request that the City include the EDA Levy in its certified levy for 2019.

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Adopted by the Board of the Authority this 17th day of July, 2018.

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Certificate

48 I, the undersigned, being duly appointed Executive Director of the Roseville Economic
49 Development Authority, Minnesota, hereby certify that I have carefully compared the attached
50 and foregoing resolution with the original thereof on file in my office and further certify that the
51 same is a full, true, and complete copy of a resolution which was duly adopted by the Board of
52 Commissioners of said Authority at a duly called and regularly held meeting thereof on July 17,
53 2018.

54 I further certify that Commissioner _____ introduced said resolution and moved its
55 adoption, which motion was duly seconded by Commissioner _____, and that upon
56 roll call vote being taken thereon, the following Commissioners voted in favor thereof:
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60 and the following voted against the same:

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63 whereupon said resolution was declared duly passed and adopted.

64 Witness my hand as the Executive Director of the Authority this 17th day of July, 2018.

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Executive Director, Patrick Trudgeon
Roseville Economic Development Authority



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: July 17, 2018

Item No.: 5.c

Department Approval

Executive Director Approval

Item Description: Consider Resolutions of Support for Tax Base Revitalization Account (TBRA) Funds, Environmental Response Funds (ERF), and Entrance into a Development Agreement with Edison Apartments, LLC – 3110 Old Highway 8

1
2 **BACKGROUND**

3 On June 18, 2018 the Roseville Economic Development Authority (REDA) authorized entering into a Grant
4 Agreement for Livable Community Development Account (LCDA) Grant Funds from the Metropolitan
5 Council to support environmental aspects of a multi-family residential project located at 3110 Old Highway
6 8. The LCDA funds will be used to incorporate solar Panels, solar car ports, storm water management and
7 sidewalk. The REDA now must officially enter into a Development Agreement with Edison Apartments,
8 LLC which provides for the management and process for drawing of the grant funds.

9
10 Additionally, Edison Apartments, LLC, discovered through the due-diligence period of the Purchase
11 Agreement, over \$2 million in soil remediation costs due to construction debris buried in the property. In
12 order to mitigate the environmental issues, Edison Apartments, LLC is seeking Tax Base Revitalization
13 Account Funds (TBRA) from the Metropolitan Council and Environmental Response Funds (ERF) from
14 Ramsey County this fall.

15
16 The Edison Apartments is a life-style multifamily rental housing development of approximately 250 units in
17 multiple buildings. Site plans and building designs are still under development. The first building will
18 begin construction this fall. Assuming funds can be secured to clean up the site, the remaining buildings
19 will be phased in over the years 2019 and 2020.

20
21 **STAFF RECOMMENDATION**

22 Staff recommends the REDA adopt a Resolution supporting applications for TBRA funds, ERF funds,
23 and entering into a development agreement in order to pass through LCDA funds for the Edison
24 Apartments at 3110 Old Highway 8.

25
26 **REQUESTED COUNCIL ACTION**

27 Adopt resolutions authorizing support for applications for TBRA funds and ERF funds.

28
29 -and-

30

31 Adopt a resolution entering into a development agreement in order to pass through LCDA funds for the
32 Edison Apartments at 3110 Old Highway 8.

33 Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

Attachment A: Development Agreement
B: Resolution Authorizing Entering into Development Agreement
C: Resolution Authorizing TBRA Application
D: Resolution Authorizing ERF Application

Fourth draft, July 9, 2018

CONTRACT FOR PRIVATE DEVELOPMENT

By and Between

ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY

and

EDISON APARTMENTS, LLC

Dated as of: _____, 2018

This document was drafted by:
KENNEDY & GRAVEN, Chartered (MNI)
470 US Bank Plaza
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

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SCHEDULE A Legal Description

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CONTRACT FOR PRIVATE DEVELOPMENT

1
2
3
4 THIS AGREEMENT, made on or as of the __ day of _____, 2018, by and
5 between ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate
6 and politic and political subdivision of the State of Minnesota (the “Authority”), established
7 pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (hereinafter referred to as the
8 “Act”); and EDISON APARTMENTS, LLC, a Minnesota limited liability company
9 (“Developer”).

10
11 WITNESSETH:

12
13 WHEREAS, the City of Roseville (the “City”) has undertaken a program to promote the
14 development and redevelopment of land which is underutilized within the City, and in this
15 connection created its Development District No. 1 (hereinafter referred to as the “Development
16 District”), the geographic boundaries of which are coterminous with those of the City, pursuant
17 to Minnesota Statutes, Sections 469.124 to 469.134; and

18
19 WHEREAS, the City has created the Authority and authorized the Authority to transact
20 business and exercise its powers by an enabling resolution of the City Council, pursuant to
21 Minnesota Statutes, Sections 469.090 to 469.1081 (the “Act”); and

22
23 WHEREAS, the City has transferred the control and administration of the Development
24 District to the Authority, and the Authority has accepted such transfer; and

25
26 WHEREAS, pursuant to the Act and to Minnesota Statutes, Sections 469.001 to 469.047
27 (the “HRA Act”), the Authority is authorized to undertake certain activities to prepare real
28 property for development and redevelopment by private enterprise; and

29
30 WHEREAS, the Developer intends to acquire and/or develop certain property described
31 in Schedule A (the “Development Property”) within the Development District, and to construct,
32 or cause to be constructed, a multifamily rental housing facility incorporating solar power, storm
33 water management, and a public trail loop, as well as supportive services for individuals or
34 families formerly experiencing long-term homelessness (the “Minimum Improvements”); and

35
36 WHEREAS, the Developer has requested that the Authority apply for certain grants from
37 various grantors to finance a portion of the costs associated with the Minimum Improvements
38 and has represented that but for the grant funds, the Developer will not be able to construct the
39 Minimum Improvements; and

40
41 WHEREAS, the parties desire to establish the terms of disbursement of all grant monies
42 received in connection with the construction of the Minimum Improvements; and

43
44 WHEREAS, the Authority believes that the development of the Development Property
45 pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best
46 interests of the City and the health, safety, morals, and welfare of its residents, and in accord

47 with the public purposes and provisions of the applicable State and local laws and requirements
48 under which the Development District has been undertaken and is being assisted.
49

50 NOW, THEREFORE, in consideration of the premises and the mutual obligations of the
51 parties hereto, each of them does hereby covenant and agree with the other as follows:
52

53 [The remainder of this page is intentionally left blank.]
54
55
56

ARTICLE I**Definitions**

57
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62 Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears
63 from the context:
64

65 “Act” means the Economic Development Authority Act, Minnesota Statutes, Sections
66 469.090 to 469.1081, as amended.
67

68 “Affiliate” means with respect to any entity (a) any corporation, partnership, limited
69 liability company or other business entity or person controlling, controlled by or under common
70 control with the entity, and (b) any successor to such party by merger, acquisition, reorganization
71 or similar transaction involving all or substantially all of the assets of such party (or such
72 Affiliate). For the purpose hereof the words “controlling”, “controlled by” and “under common
73 control with” shall mean, with respect to any corporation, partnership, limited liability company
74 or other business entity, the ownership of fifty percent or more of the voting interests in such
75 entity or possession, directly or indirectly, of the power to direct or cause the direction of
76 management policies of such entity, whether through ownership of voting securities or by
77 contract or otherwise.
78

79 “Agreement” means this Agreement, as the same may be from time to time modified,
80 amended, or supplemented.
81

82 “Authority” means the Roseville Economic Development Authority, or any successor or
83 assign.
84

85 “Authority Representative” means the Executive Director of the Authority, or any person
86 designated by the Executive Director to act as the Authority Representative for the purposes of
87 this Agreement.
88

89 “Business Days” means Mondays through Fridays, except such days on which banks are
90 permitted or required to close under State law.
91

92 “Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, as
93 amended.
94

95 “Certificate of Completion” means the certification provided to Developer, or the
96 purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this
97 Agreement.
98

99 “City” means the City of Roseville, Minnesota.
100

101 “Closing” has the meaning provided in Section 3.3(b).
102

103 “Construction Plans” means the plans, specifications, drawings and related documents on
104 the construction work to be performed by Developer on the Development Property which (a)
105 shall be as detailed as the plans, specifications, drawings and related documents which are
106 submitted to the appropriate building officials of the City, and (b) shall include at least the
107 following for each building: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan
108 for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7)
109 landscape plan; and (8) such other plans or supplements to the foregoing plans as the Authority
110 may reasonably request to allow it to ascertain the nature and quality of the proposed
111 construction work.

112
113 “County” means the County of Ramsey, Minnesota.

114
115 “DEED” means the State Department of Employment and Economic Development.

116
117 “Developer” means Edison Apartments, LLC or its permitted successors and assigns.

118
119 “Development District” means the Authority’s Development District No. 1.

120
121 “Development Plan” means the approved development plan for the Development District.

122
123 “Development Property” means the real property so described in Schedule A attached
124 hereto.

125
126 “Event of Default” means an action by Developer listed in Article IX of this Agreement.

127
128 “Grant” means the Livable Communities Demonstration Grant from the Met Council, in
129 the amount of \$2,045,295.

130
131 “Holder” means the owner of a Mortgage.

132
133 “Met Council” means the Metropolitan Council.

134
135 “Minimum Improvements” means the development proposal identified in Metropolitan
136 Livable Communities Act Grant Agreement for Grant No. SG-09032 dated as of January 24,
137 2018, between the Authority and Met Council, generally consisting of a multifamily rental
138 housing facility incorporating solar power, storm water management, and a public trail loop, as
139 well as supportive services for individuals or families formerly experiencing long-term
140 homelessness. Changes to the Minimum Improvements may only be made pursuant to the
141 written agreement of the Authority, Met Council, and the Developer.

142
143 “Mortgage” means any mortgage made by the Developer or any owner of any portion of
144 the Minimum Improvements which is secured, in whole or in part, with the Development
145 Property and which is a permitted encumbrance pursuant to the provisions of Article VIII of this
146 Agreement.

147
148 “State” means the State of Minnesota.

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“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the date of completion by the Developer of the Minimum Improvements or the date of termination of this Agreement as a result of an Event of Default.

"Unavoidable Delays" means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts, (vii) approved changes to the Construction Plans or Minimum Improvements that result in delays (viii) delays caused by the discovery of any adverse soil or environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which directly results in delays.

[The remainder of this page is intentionally left blank.]

ARTICLE II**Representations and Warranties**

174
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178
179 Section 2.1. Representations by the Authority. The Authority makes the following
180 representations as the basis for the undertaking on its part herein contained:
181

182 (a) The Authority is an economic development authority duly organized and existing
183 under the laws of the State. Under the provisions of the Act and the HRA Act, the Authority has
184 the power to enter into this Agreement and carry out its obligations hereunder.
185

186 (b) The activities of the Authority are undertaken to foster the development of certain
187 real property which for a variety of reasons is presently underutilized, and provide varied
188 housing options within the City.
189

190 (c) The Authority will cooperate with Developer in obtaining all necessary permits
191 from the City related to construction of the Minimum Improvements.
192

193 (d) The Authority will use its best efforts to facilitate development of the Minimum
194 Improvements, including but not limited to cooperating with the Developer in obtaining
195 necessary administrative and land use approvals and construction financing pursuant to Section
196 7.1 hereof.
197

198 (e) Authority has received no written notice or communication from any local, state
199 or federal official that the activities of the Authority or Developer in the Development District
200 are in violation of any environmental law or regulation. Authority is aware of no facts the
201 existence of which would cause the Development Property to be in violation of or give any
202 person a valid claim under any local, state or federal environmental law, regulation or review
203 procedure.
204

205 Section 2.2. Representations and Warranties by Developer. Developer represents and
206 warrants that:
207

208 (a) Developer is a limited liability company duly established and in good standing
209 under the laws of the State of Minnesota, is not in violation of any provisions of its
210 organizational documents or, to the best of its knowledge, the laws of the State, is duly
211 authorized to transact business within the State, has power to enter into this Agreement and has
212 duly authorized the execution, delivery and performance of this Agreement by proper action of
213 its officers.
214

215 (b) If Developer acquires the Development Property and utilizes the Grant, Developer
216 will construct, operate and maintain the Minimum Improvements, or cause the same to be
217 constructed, operated and maintained, in accordance with the terms of this Agreement, the
218 Development Plan and all local, state and federal laws and regulations (including, but not limited
219 to, environmental, zoning, building code and public health laws and regulations).

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(c) Developer has received no written notice or communication from any local, state or federal official that the activities of Developer or the Authority in the Development District would be in violation of any environmental law or regulation (other than those notices or communications of which the Authority is aware). Developer is aware of no facts the existence of which would cause the Development Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.

(e) Developer will timely apply for and diligently pursue all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) To the best of Developer’s knowledge and belief, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) But for the assistance provided under the Grant, the Developer would be unable to construct the Minimum Improvements.

[The remainder of this page is intentionally left blank.]

252 **ARTICLE III**

253 **Conveyance of Property**

254

255

256

257 Section 3.1. Status of the Property. As of the date of this Agreement, the Developer, or an

258 Affiliate of the Developer, has entered into purchase agreements with a third party to acquire the

259 Development Property described in Schedule A. The Authority has no obligation to purchase the

260 Development Property or any portion thereof.

261

262 Section 3.2. Soils, Environmental Conditions. The Developer acknowledges that the

263 Authority makes no representations or warranties as to the condition of the soils on the

264 Development Property or its fitness for construction of the Minimum Improvements or any other

265 purpose for which the Developer may make use of such property. The Developer further agrees that

266 it will indemnify, defend, and hold harmless the Authority, the City, and their governing body

267 members, officers, and employees, from any claims or actions arising out of the presence, if any, of

268 hazardous wastes or pollutants on the Development Property.

269

270 Section 3.3. Grant Disbursement.

271

272 (a) The Authority has obtained, or has covenanted to apply for, the following grants to

273 finance costs (“Grant-Eligible Costs”) related to the following activities (the “Grant-Eligible

274 Activities”):

275

276 (1) To finance a portion of the costs of necessary site work on the Development

277 Property, including sidewalk, solar panels, and storm water management, the Authority has

278 applied for and received the Grant in the amount of \$2,045,295.

279

280 (2) To finance a portion of environmental remediation of soils on the

281 Development Property, the Authority will apply for an ERF grant from the County during

282 the County’s Fall 2018 application cycle.

283

284 (3) To finance a portion of the environmental remediation on the Development

285 Property, the Authority will apply for a TBRA grant from Met Council during Met

286 Council’s Fall 2018 application cycle.

287

288 (b) The Authority will pay or reimburse the Developer for Grant-Eligible Costs from

289 and to the extent of grant proceeds received in accordance with the terms of the respective approved

290 and executed grant agreements and the terms of this Section. **Notwithstanding anything to the**

291 **contrary herein, if Grant-Eligible Costs exceed the amount to be reimbursed under this**

292 **Section, such excess shall be the sole responsibility of the Developer.**

293

294 (c) All disbursements will be made subject to the conditions precedent that on the date

295 of such disbursement:

296

297 (1) The Authority has received a written statement from the Developer's
298 authorized representative certifying with respect to each payment: (a) that none of the items
299 for which the payment is proposed to be made has formed the basis for any payment
300 previously made under this Section (or before the date of this Agreement); (b) that each item
301 for which the payment is proposed is a Grant-Eligible Cost, including a statement specifying
302 which grant is the eligible funding source; and (c) the Developer reasonably anticipates
303 completion of the Grant-Eligible Costs and the Minimum Improvements in accordance with
304 the terms of this Agreement.

305
306 (2) No Event of Default under this Agreement or event which would constitute
307 such an Event of Default but for the requirement that notice be given or that a period of
308 grace or time elapse, shall have occurred and be continuing.

309
310 (3) No license or permit necessary for undertaking the Grant-Eligible Costs or
311 constructing the Minimum Improvements shall have been revoked or the issuance thereof
312 subjected to challenge before any court or other governmental authority having or asserting
313 jurisdiction thereover.

314
315 (4) The Developer has submitted, and the Authority has approved, Construction
316 Plans for the Minimum Improvements in accordance with Article IV hereof.

317
318 (d) Whenever the Developer desires a disbursement to be made hereunder, which shall
319 be no more often than monthly, the Developer shall submit to the Authority a draw request in the
320 form approved by each grantor and submitted to the Authority for review. Each draw request shall
321 constitute a representation and warranty by the Developer that all representations and warranties set
322 forth in this Agreement are true and correct as of the date of such draw request.

323
324 (e) If the Developer has performed all of its agreements and complied with all
325 requirements theretofore to be performed or complied with hereunder, including satisfaction of all
326 applicable conditions precedent contained in Article III hereof, the Authority shall make a
327 disbursement to the Developer in the amount of the requested disbursement or such lesser amount
328 as shall be approved, within twenty (20) Business Days after the date of the Authority's receipt of
329 the draw request, or, if later, upon receipt of grant proceeds from the respective agency, as the case
330 may be. Each disbursement shall be paid from the grant designated by the Authority at its
331 discretion, subject to the Authority's determination that the relevant Grant-Eligible Cost is payable
332 from the designated source under the respective grant agreement.

333
334 (f) The making of the final disbursement by the Authority under this Section shall be
335 subject to the condition precedent that the Developer shall be in compliance with all conditions set
336 forth in this Section and further, that the following conditions shall have been satisfied:

337
338 (1) The Developer shall have received a certificate of completion from the
339 MPCA pursuant to Minnesota Statutes, Section 115B.175, subdivision 5, clause (b); and

340
341 (2) The Authority shall have received a lien waiver from each contractor for all
342 work done and for all materials furnished by it for the Grant-Eligible Activities.

343 (g) The Authority may, in its sole discretion, without notice to or consent from any other
344 party, waive any or all conditions for disbursement set forth in this Article. However, the making of
345 any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of
346 such condition, and the Authority shall have the right to require fulfillment of any and all such
347 conditions prior to authorizing any subsequent disbursement.
348

349 Section 3.4. No Business Subsidy. The parties agree and understand that the transaction
350 described in this Agreement does not constitute a business subsidy within the meaning of the
351 Business Subsidy Act because the assistance is for a housing development. The Developer releases
352 and waives any claim against the Authority and its governing body members, officers, agents,
353 servants and employees thereof arising from application of the Business Subsidy Act to this
354 Agreement, including without limitation any claim that the Authority failed to comply with the
355 Business Subsidy Act with respect to this Agreement.
356

357 Section 3.5. Payment of Administrative Costs. The Developer agrees that it will pay,
358 within thirty (30) days after written notice from the Authority, the reasonable costs of consultants
359 and attorneys retained by the Authority in connection with the applications for the grants set forth in
360 Section 3.3 hereof, the negotiation and preparation of this Agreement and other incidental
361 agreements and documents related to the development contemplated hereunder. The Authority will
362 provide written reports describing the costs accrued under this Section upon request from the
363 Developer, but not more often than intervals of forty-five (45) days. The sum of \$6,500, which was
364 deposited by the Developer upon filling its initial application with the Authority, will be credited to
365 the Developer's obligation under this Section. Upon termination of this Agreement in accordance
366 with its terms, the Developer remains obligated under this section for costs incurred through the
367 effective date of termination.
368

ARTICLE IV

Construction of Minimum Improvements

369
370
371
372
373
374 Section 4.1. Construction of Minimum Improvements. Subject to all other terms and
375 conditions of this Agreement including Developer's use of the Grant, Developer agrees that it
376 will construct, or cause to be constructed, the Minimum Improvements on the Development
377 Property in accordance with the approved Construction Plans and at all times prior to the
378 Termination Date will operate and maintain, preserve and keep the Minimum Improvements or
379 cause the Minimum Improvements to be operated, maintained, preserved and kept with the
380 appurtenances and every part and parcel thereof, in good repair and condition.

381
382 Section 4.2. Construction Plans. (a) Before commencement of construction of the
383 Minimum Improvements, Developer shall submit to the Authority Construction Plans. The
384 Authority will approve such Construction Plans in writing if: (i) such Construction Plans
385 conform to the terms and conditions of this Agreement; (ii) such Construction Plans conform to
386 the goals and objectives of the Development Plan; (iii) such Construction Plans conform to all
387 applicable federal, state and local laws, ordinances, rules and regulations; (iv) such Construction
388 Plans are adequate to provide for construction of the Minimum Improvements; (v) the
389 Construction Plans do not provide for expenditures in excess of the funds available to Developer
390 for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. No
391 approval by the Authority shall relieve Developer of the obligation to comply with the terms of
392 this Agreement or of the Development Plan, applicable federal, state and local laws, ordinances,
393 rules and regulations, or to construct the Minimum Improvements in accordance therewith. No
394 approval by the Authority shall constitute a waiver of an Event of Default. If approval of the
395 Construction Plans is requested by Developer in writing at the time of submission, such
396 Construction Plans shall be deemed approved unless rejected in writing by the Authority, in
397 whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made
398 within 30 days after the date of their receipt by the Authority. If the Authority rejects any
399 Construction Plans in whole or in part, Developer shall submit new or corrected Construction
400 Plans within 30 days after written notification to Developer of the rejection. The provisions of
401 this Section relating to approval, rejection and resubmission of corrected Construction Plans
402 shall continue to apply until the Construction Plans have been approved by the Authority. The
403 Authority's approval shall not be unreasonably withheld. Said approval shall constitute a
404 conclusive determination that the Construction Plans (and the Minimum Improvements,
405 constructed in accordance with said plans) comply to the Authority's satisfaction with the
406 provisions of this Agreement relating thereto.

407
408 The Developer hereby waives any and all claims and causes of action whatsoever
409 resulting from the review of the Construction Plans by the Authority and/or any changes in the
410 Construction Plans requested by the Authority. Neither the Authority, the City, nor any
411 employee or official of the Authority or City shall be responsible in any manner whatsoever for
412 any defect in the Construction Plans or in any work done pursuant to the Construction Plans,
413 including changes requested by the Authority.

414

415 (b) If Developer desires to make any material change in the Construction Plans after
416 their approval by the Authority, Developer shall submit the proposed change to the Authority for
417 its approval. A material change means a change in the Construction Plans that, in the reasonable
418 opinion of the Authority, adversely affects the general design, appearance, or quality of the
419 Minimum Improvements. If the Construction Plans, as modified by the proposed change,
420 conform to the requirements of this Section 4.2 of this Agreement with respect to such
421 previously approved Construction Plans, the Authority shall approve the proposed change and
422 notify Developer in writing of its approval. Such change in the Construction Plans shall, in any
423 event, be deemed approved by the Authority unless rejected, in whole or in part, by written
424 notice by the Authority to Developer, setting forth in detail the reasons therefor. Such rejection
425 shall be made within ten (10) days after receipt of the notice of such change. The Authority's
426 approval of any such change in the Construction Plans will not be unreasonably withheld.

427
428 Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable
429 Delays, extensions of time requested by the Developer and reasonably agreed to by the
430 Authority, or any delay otherwise permitted under this Agreement, the Developer shall
431 commence, or cause to commence, construction of the Minimum Improvements by June 1, 2019,
432 and substantially complete, or cause to be completed, construction of the Minimum
433 Improvements by December 31, 2020. All work with respect to the Minimum Improvements to
434 be constructed on the Development Property shall substantially conform to the Construction
435 Plans as submitted by Developer and approved by the Authority. For purposes of this
436 Agreement, commencement of construction shall mean commencement of site grading on the
437 Development Property.

438
439 Developer agrees for itself, its successors and assigns, and every successor in interest to
440 the Development Property, or any part thereof, that Developer, and such successors and assigns,
441 shall promptly begin and diligently prosecute to completion the development of the Development
442 Property through the construction of the Minimum Improvements thereon, and that such
443 construction shall in any event be commenced within the period specified in this Section 4.3 of
444 this Agreement. Until construction of the Minimum Improvements has been completed,
445 Developer shall make reports, in such detail and at such times as may reasonably be requested by
446 the Authority, as to the actual progress of Developer with respect to such construction.

447
448 Section 4.4. Certificate of Completion. (a) Promptly after substantial completion of the
449 Minimum Improvements in accordance with those provisions of the Agreement relating solely to
450 the obligations of Developer to construct the Minimum Improvements (including the dates for
451 commencement and completion thereof), the Authority will furnish Developer with an
452 appropriate instrument so certifying, in substantially the form attached as Schedule B. Such
453 certification by the Authority shall be a conclusive determination of satisfaction and termination
454 of the agreements and covenants in the Agreement with respect to the obligations of Developer,
455 and its successors and assigns, to construct the Minimum Improvements and the date for the
456 completion thereof. Such certification and such determination shall not constitute evidence of
457 compliance with or satisfaction of any obligation of Developer to any Holder of a Mortgage, or
458 any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or
459 any part thereof.

460

461 (b) Each certificate provided for in this Section 4.4 of this Agreement shall be in such
462 form as will enable it to be recorded in the proper office for the recordation of deeds and other
463 instruments pertaining to the Development Property. If the Authority shall refuse or fail to
464 provide any certification in accordance with the provisions of this Section 4.4 of this Agreement,
465 the Authority shall, within thirty (30) days after written request by Developer, provide Developer
466 with a written statement, indicating in adequate detail in what respects Developer has failed to
467 complete the Minimum Improvements in accordance with the provisions of the Agreement, or is
468 otherwise in default, and what measures or acts it will be necessary, in the opinion of the
469 Authority, for Developer to take or perform in order to obtain such certification.

470
471 (c) The construction of the Minimum Improvements shall be deemed to be
472 substantially completed when Developer has received a certificate of occupancy issued by the
473 City for the rental units related to the Minimum Improvements, and when the Authority has
474 received and approved Developer's final request for payment of Grant-Eligible Costs.

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ARTICLE V

Insurance

485 Section 5.1. Insurance. (a) Developer will provide and maintain, or cause to be
486 maintained, at all times during the process of constructing the Minimum Improvements an All
487 Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request
488 of the Authority, furnish the Authority with proof of payment of premiums on policies covering
489 the following:

490
491 (i) Builder's risk insurance, written on the so-called "Builder's Risk --
492 Completed Value Basis," in an amount equal to one hundred percent (100%) of the
493 insurable value of the Minimum Improvements at the date of completion, and with
494 coverage available in nonreporting form on the so-called "all risk" form of policy.

495
496 (ii) Comprehensive general liability insurance (including operations,
497 contingent liability, completed operations and contractual liability insurance) with limits
498 against bodily injury and property damage of not less than \$1,000,000 for each
499 occurrence (to accomplish the above-required limits, an umbrella excess liability policy
500 may be used); and

501
502 (iii) Workers' compensation insurance, with statutory coverage.

503
504 (b) Upon completion of construction of the Minimum Improvements and prior to the
505 Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and
506 expense, and from time to time at the request of the Authority shall furnish proof of the payment
507 of premiums on, insurance as follows:

508
509 (i) Insurance against loss and/or damage to the Minimum Improvements
510 under a policy or policies covering such risks as are ordinarily insured against by similar
511 businesses.

512
513 (ii) Comprehensive general public liability insurance, including personal
514 injury liability, against liability for injuries to persons and/or property, in the minimum
515 amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to
516 show the Authority as additional insured.

517
518 (iii) Such other insurance, including workers' compensation insurance
519 respecting all employees of the Developer, in such amount as is customarily carried by
520 like organizations engaged in like activities of comparable size and liability exposure;
521 provided that the Developer may be self-insured with respect to all or any part of its
522 liability for workers' compensation.

523

524 (c) All insurance required in Article V of this Agreement shall be taken out and
525 maintained in responsible insurance companies selected by the Developer which are authorized
526 under the laws of the State to assume the risks covered thereby. Upon request, the Developer
527 will deposit annually with the Authority policies evidencing all such insurance, or a certificate or
528 certificates or binders of the respective insurers stating that such insurance is in force and effect.
529 Unless otherwise provided in this Article V of this Agreement each policy shall contain a
530 provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage
531 provided below the amounts required herein without giving written notice to the Developer and
532 the Authority at least thirty (30) days before the cancellation or modification becomes effective.
533 In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella
534 policies, or a combination thereof, having the coverage required herein, in which event the
535 Developer shall deposit with the Authority a certificate or certificates of the respective insurers
536 as to the amount of coverage in force upon the Minimum Improvements.

537
538 (d) The Developer and the Authority agree that all of the insurance provisions set
539 forth in this Article V shall terminate upon the termination of this Agreement.

540
541 Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this
542 Article V, the rights of the Authority with respect to the receipt and application of any proceeds
543 of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a
544 Mortgage approved pursuant to Article VII of this Agreement.

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ARTICLE VI

Delinquent Taxes and Review of Taxes

[Intentionally omitted.]

ARTICLE VII**Financing**

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565 Section 7.1. [Reserved.]
566

567 Section 7.2. Mortgage Financing. (a) Before submission of any Draw Request for
568 reimbursement of Grant-Eligible Costs, the Developer shall submit to the Authority evidence of
569 one or more commitments for mortgage financing which, together with committed equity for
570 such construction, is sufficient for the construction of the Minimum Improvements. Such
571 commitments may be submitted as short term financing, long term mortgage financing, a bridge
572 loan with a long-term take-out financing commitment, or any combination of the foregoing.
573 Such commitment or commitments for short term or long term mortgage financing shall be
574 subject only to such conditions as are normal and customary in the mortgage banking industry.
575

576 Section 7.3. Authority's Option to Cure Default on Mortgage. In the event that there
577 occurs a default under any Mortgage, Developer shall cause the Authority to receive copies of
578 any notice of default received by Developer from the holder of such Mortgage. Thereafter, the
579 Authority shall have the right, but not the obligation, to cure any such default on behalf of
580 Developer within such cure periods as are available to Developer under the Mortgage
581 documents.
582

583 Section 7.4. Modification; Subordination. In order to facilitate the obtaining of financing
584 for the Minimum Improvements, the Authority agrees that it shall agree to any reasonable
585 modification of this Article VII with respect to the rights of the Authority under any Mortgage,
586 to accommodate the interest of the Holder of any Mortgage. The Authority further agrees to
587 subordinate its rights under this Agreement to the Holder of any Mortgage securing construction
588 or permanent financing, in accordance with the terms of a subordination agreement in a form
589 reasonably acceptable to the Authority.
590

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

591
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595
596 Section 8.1. Representation as to Development. Developer represents and agrees that its,
597 or its Affiliate's, purchase of the Development Property or portions thereof, and its other
598 undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of
599 the Development Property and not for speculation in land holding.
600

601 Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement.
602 Developer represents and agrees that until issuance of the Certificate of Completion for the
603 Minimum Improvements:
604

605 (a) Developer has not made or created and will not make or create or suffer to be
606 made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power,
607 or transfer in any other mode or form of or with respect to this Agreement or the Development
608 Property or any part thereof or any interest therein, or any contract or agreement to do any of the
609 same, to any person or entity (collectively, a "Transfer"), without the prior written approval of
610 the Authority's board of commissioners, which shall not be unreasonably withheld, unless
611 Developer remains liable and bound by this Agreement, in which event, notwithstanding
612 anything in this Agreement to the contrary, the Authority's approval is not required. The term
613 "Transfer" does not include (i) encumbrances made or granted by way of security for, and only
614 for, the purpose of obtaining construction, interim or permanent financing necessary to enable
615 Developer or any successor in interest to the Development Property, or any part thereof, to
616 construct the Minimum Improvements, or (ii) any lease, license, easement or similar
617 arrangement entered into in the ordinary course of business related to operation of the Minimum
618 Improvements. Prior approval by the Authority is not required for any Transfer: (1) to an
619 Affiliate or the transfer of a member's interest in Developer to an Affiliate of the member so
620 long as the proposed transferee expressly assumes the obligations of Developer or the original
621 member; (2) that is involuntary resulting from the death or disability or parties in control of the
622 members of Developer.
623

624 (b) If Developer seeks to effect a Transfer which requires the approval of the
625 Authority prior to issuance of the Certificate of Completion for the Minimum Improvements, the
626 Authority shall be entitled to require as conditions to such Transfer that:
627

628 (i) Any proposed transferee shall have the qualifications and financial
629 responsibility, in the reasonable judgment of the Authority and City, necessary and
630 adequate to fulfill the obligations undertaken in this Agreement by Developer as to the
631 portion of the Development Property to be transferred.
632

633 (ii) Any proposed transferee, by instrument in writing reasonably satisfactory
634 to the Authority and in form recordable among the land records, shall, for itself and its
635 successors and assigns, and expressly for the benefit of the Authority, have expressly
636 assumed all of the obligations of Developer under this Agreement as to the portion of the

637 Development Property to be transferred and agreed to be subject to all the conditions and
638 restrictions to which Developer is subject as to such portion; provided, however, that the
639 fact that any transferee of, or any other successor in interest whatsoever to, the
640 Development Property, or any part thereof, shall not, for whatever reason, have assumed
641 such obligations or so agreed, and shall not (unless and only to the extent otherwise
642 specifically provided in this Agreement or agreed to in writing by the Authority) deprive
643 the Authority of any rights or remedies or controls with respect to the Development
644 Property or any part thereof or the construction of the Minimum Improvements; it being
645 the intent of the parties as expressed in this Agreement that (to the fullest extent
646 permitted at law and in equity and excepting only in the manner and to the extent
647 specifically provided otherwise in this Agreement) no transfer of, or change with respect
648 to, ownership in the Development Property or any part thereof, or any interest therein,
649 however consummated or occurring, and whether voluntary or involuntary, shall operate,
650 legally or practically, to deprive or limit the Authority of or with respect to any rights or
651 remedies on controls provided in or resulting from this Agreement with respect to the
652 Minimum Improvements that the Authority would have had, had there been no such
653 transfer or change. In the absence of specific written agreement by the Authority to the
654 contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve
655 Developer, or any other party bound in any way by this Agreement or otherwise with
656 respect to the construction of the Minimum Improvements, from any of its obligations
657 with respect thereto.

658
659 (iii) Any and all instruments and other legal documents involved in effecting
660 the transfer of any interest in this Agreement or the Development Property governed by
661 this Article VIII, shall be in a form reasonably satisfactory to the Authority.
662

663 (c) If the conditions described in paragraph (b) are satisfied with regard to any
664 Transfer requiring the approval of the Authority then the Transfer will be approved and
665 Developer shall be released from its obligations under this Agreement, as to the portion of the
666 Development Property that is transferred, assigned, or otherwise conveyed. The provisions of
667 this paragraph (c) apply to all subsequent transferors, assuming compliance with the terms of this
668 Article.

669
670 Section 8.3. Release and Indemnification Covenants. (a) Developer releases from and
671 covenants and agrees that the Authority and the governing body members, officers, agents,
672 servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless
673 the Authority and the governing body members, officers, agents, servants and employees thereof
674 against any loss or damage to property or any injury to or death of any person occurring at or
675 about or resulting from any defect in the Minimum Improvements.
676

677 (b) Except for any negligence of the following named parties and any claim as to the
678 legal authority of the Authority to perform as required by this Agreement, Developer agrees (if
679 timely tendered by the Authority to Developer) to protect and defend the Authority and the
680 governing body members, officers, agents, servants and employees thereof, now or forever, and
681 further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other

682 proceeding whatsoever by any person or entity whatsoever to the extent caused by the
683 construction, installation, and operation of the Minimum Improvements.

684
685 (c) The Authority and the governing body members, officers, agents, servants and
686 employees thereof shall not be liable for any damage or injury to the persons or property of
687 Developer or its officers, agents, servants or employees or any other person who may be about
688 the Development Property or Minimum Improvements due to any act of negligence of any
689 person (other than the Authority).

690
691 (d) All covenants, stipulations, promises, agreements and obligations of the Authority
692 contained herein shall be deemed to be the covenants, stipulations, promises, agreements and
693 obligations of the Authority and not of any governing body member, officer, agent, servant or
694 employee of the Authority in the individual capacity thereof.

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ARTICLE IX**Events of Default**

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703 Section 9.1. Events of Default Defined. The following shall be “Events of Default”
704 under this Agreement and the term “Event of Default” shall mean, whenever it is used in this
705 Agreement (unless the context otherwise provides), any failure by any party, following notice
706 and cure periods described in Section 9.2 hereof, to observe or perform any covenant, condition,
707 obligation or agreement on its part to be observed or performed under this Agreement or under
708 any other agreement entered into between Developer and the Authority in connection with
709 development of the Development Property.

710
711 Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section
712 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section
713 9.2 after providing thirty days written notice to the defaulting party of the Event of Default, but
714 only if the Event of Default has not been cured within said thirty days or, if the Event of Default
715 is by its nature incurable within thirty days, the defaulting party does not provide assurances
716 reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and
717 will be cured as soon as reasonably possible:

718
719 (a) Suspend its performance under the Agreement until it receives assurances that the
720 defaulting party will cure its default and continue its performance under the Agreement.

721
722 (b) Cancel and rescind or terminate the Agreement.

723
724 (c) Take whatever action, including legal, equitable or administrative action, which
725 may appear necessary or desirable to collect any payments due under this Agreement, or to
726 enforce performance and observance of any obligation, agreement, or covenant under this
727 Agreement.

728
729 The Authority agrees that any Affiliate of the Developer shall have the right, but not the
730 obligation, to cure any Event of Default on behalf of the Developer.

731
732 Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the
733 Authority or Developer is intended to be exclusive of any other available remedy or remedies,
734 but each and every such remedy shall be cumulative and shall be in addition to every other
735 remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
736 No delay or omission to exercise any right or power accruing upon any default shall impair any
737 such right or power or shall be construed to be a waiver thereof, but any such right and power
738 may be exercised from time to time and as often as may be deemed expedient. In order to entitle
739 the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other
740 than such notice as may be required in this Article IX.

741
742 Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement
743 contained in this Agreement should be breached by either party and thereafter waived by the

744 other party, such waiver shall be limited to the particular breach so waived and shall not be
745 deemed to waive any other concurrent, previous or subsequent breach hereunder.
746

ARTICLE X**Additional Provisions**

747
748
749
750
751
752 Section 10.1. Conflict of Interests; Authority Representatives Not Individually Liable.
753 The Authority and Developer, to the best of their respective knowledge, represent and agree that
754 no member, official, or employee of the Authority shall have any personal interest, direct or
755 indirect, in the Agreement, nor shall any such member, official, or employee participate in any
756 decision relating to the Agreement which affects his personal interests or the interests of any
757 corporation, partnership, or association in which he is, directly or indirectly, interested. No
758 member, official, or employee of the Authority shall be personally liable to Developer, or any
759 successor in interest, in the event of any default or breach by the Authority or for any amount
760 which may become due to Developer or successor or on any obligations under the terms of the
761 Agreement.

762
763 Section 10.2. Equal Employment Opportunity. Developer, for itself and its successors
764 and assigns, agrees that during the construction of the Minimum Improvements provided for in
765 the Agreement it will comply with all applicable federal, state and local equal employment and
766 non-discrimination laws and regulations.

767
768 Section 10.3. Restrictions on Use. Developer agrees that until the Termination Date,
769 Developer, and such successors and assigns, shall devote the Development Property to the
770 operation of the Minimum Improvements for uses described in the definition of such term in this
771 Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin
772 in the sale, lease, or rental or in the use or occupancy of the Development Property or any
773 improvements erected or to be erected thereon, or any part thereof.

774
775 Section 10.4. Provisions Not Merged With Deed. None of the provisions of this
776 Agreement are intended to or shall be merged by reason of any deed transferring any interest in
777 the Development Property and any such deed shall not be deemed to affect or impair the
778 provisions and covenants of this Agreement.

779
780 Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and
781 Sections of the Agreement are inserted for convenience of reference only and shall be
782 disregarded in construing or interpreting any of its provisions.

783
784 Section 10.6. Notices and Demands. Except as otherwise expressly provided in this
785 Agreement, a notice, demand, or other communication under the Agreement by any party to the
786 others shall be sufficiently given or delivered if it is dispatched by registered or certified mail,
787 postage prepaid, return receipt requested, or delivered personally; and

788
789 (a) in the case of Developer, is addressed to or delivered personally to Developer at
790 366 South Tenth Avenue, Waite Park, Minnesota 56387, Attn: President; and
791
792

793 (b) in the case of the Authority, is addressed to or delivered personally to the
794 Authority at 2660 Civic Center Drive, Roseville, Minnesota 55113, Attn: Executive Director.
795

796 Section 10.7. Counterparts. This Agreement may be executed in any number of
797 counterparts, each of which shall constitute one and the same instrument.
798

799 Section 10.8. Recording. The Authority may record this Agreement and any
800 amendments thereto with the Ramsey County recorder. Developer shall pay all costs for
801 recording.
802

803 Section 10.9. Amendment. This Agreement may be amended only by written agreement
804 approved by the Authority and Developer.
805

806 Section 10.10. Authority Approvals. Unless otherwise specified, any approval required by
807 the Authority under this Agreement may be given by the Authority Representative.
808

809 Section 10.11. Termination. This Agreement terminates on the Termination Date.
810

811 Section 10.12. Choice of Law and Venue. This Agreement shall be governed by and
812 construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or
813 claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and
814 all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based
815 on convenience or otherwise.
816

817 Section 10.13. Good Faith. Each party shall act in good faith and in a commercially
818 reasonable manner with respect to any matter contemplated by this Agreement, including,
819 without limitation, approving or disapproving any request, including any request for approval of
820 plans.
821

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by _____ and _____, the President and Executive Director, respectively, of the Roseville Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota, on behalf of the Authority.

Notary Public

EDISON APARTMENTS, LLC

By: SCI ASSOCIATES, LLC, its Manager

By _____
Its Secretary/Treasurer

STATE OF MINNESOTA)

) SS.

COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the Secretary/Treasurer of SCI Associates, LLC, a Minnesota limited liability company, as Manager of Edison Apartments, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

SCHEDULE A**LEGAL DESCRIPTION**

That part of the Northwest Quarter of Section 5, Township 29, Range 23, Ramsey County, Minnesota, lying Southeasterly of the center line of Trunk Highway No. 8 and Northwesterly of the Southeasterly line of Highway 8-63 as relocated and lying South of a line parallel with and distant 210.76 feet South of the North line of said Northwest Quarter, and lying Northerly of a line described as follows:

Beginning at a point on said center line of Trunk Highway No. 8, distant 1053.34 feet Southwest of its intersection with said North line of Northwest Quarter; thence Southeast at right angles to said center line on Northeast line of land conveyed to Northern States Power Co., 403 feet; thence at right angles Northeast 109.3 feet; thence 620.2 feet more or less, to a point on the East line of said Northwest Quarter distant 978.76 feet South of the Northeast corner thereof, together with the right, shared with Clara Jacobs to full use of one of the three crossings across the land conveyed to Northern States Power Co. as reserved and described in deed recorded "904" Deeds 386; and subject to highway easement for Trunk Highway No. 8 and subject to easement for driveway or roadway granted to Clara Jacobs over the Southwesterly 30 feet, except the Northwesterly 40 feet thereof, of tract herein conveyed.

SCHEDULE B

SCHEDULE B

FORM OF CERTIFICATE OF COMPLETION

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CERTIFICATE OF COMPLETION

WHEREAS, the Roseville Economic Development Authority (the “Authority”) and Edison Apartments, LLC (the “Developer”) entered into a certain Contract for Private Development, dated _____, 2018 (the “Contract”); and

WHEREAS, the Contract contains certain covenants and restrictions set forth in Articles III and IV thereof related to completing certain Minimum Improvements and related Grant-Eligible Activities; and

WHEREAS, the Developer has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Authority to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all construction and other physical improvements related to the Minimum Improvements specified to be done and made by the Developer have been completed and the agreements and covenants of the Developer in Articles III and IV of the Contract have been performed by the Developer, and this Certificate is intended to be a conclusive determination of the satisfactory termination of the Developer’s covenants and conditions in Articles III and IV of the Contract related to completion of the Minimum Improvements.

Dated: _____, 20__.

**ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Authority Representative

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____
20__, by _____, the _____ of the Roseville Economic
Development Authority, a public body politic and corporate, on behalf of the Authority.

Notary Public

This document was drafted by:
KENNEDY & GRAVEN, Chartered (MNI)
470 US Bank Plaza
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the “Board”) of the Roseville Economic Development Authority (the “Authority”) was duly held on the 17th day of July, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

Resolution No. XX

**RESOLUTION APPROVING CONTRACT FOR PRIVATE
DEVELOPMENT WITH EDISON APARTMENTS, LLC**

WHEREAS, there has been presented before the Roseville Economic Development Authority (the “Authority”) a Contract for Private Development ("Contract") between the Authority and Edison Apartments, LLC (the “Developer”), pursuant to which among other things the Authority will apply for and administer certain grants in connection with the construction by the Developer of a multifamily rental housing facility (the “Project”) on certain property within the City of Roseville (the “City”); and

WHEREAS, the Authority has previously applied for and received an LCDA grant from the Metropolitan Council in the amount of \$2,045,295, and approved execution of a grant agreement for the LCDA grant on June 18, 2018; and

WHEREAS, pursuant to the Contract, the Authority will also apply for an ERF grant from Ramsey County and a TBRA grant from the Metropolitan Council in connection with the Project; and

WHEREAS, the Authority has reviewed the Contract and finds that the execution of the same and the Authority's performance of its obligations thereunder are in the best interest of the City and its residents.

NOW, THEREFORE, be it resolved that the Contract as presented to the Authority is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director; provided that execution of the Contract by such officials shall be conclusive evidence of their approval.

Be it further resolved that the President and Executive Director are hereby authorized to execute the Contract on behalf of the Authority and to carry out, on behalf of the Authority, the

47 Authority's obligations thereunder.

48

49 Adopted by the Board of the Authority this 17th day of July, 2018.

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Certificate

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I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on July 17, 2018.

I further certify that Commissioner _____ introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner _____, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 17th day of July, 2018

Executive Director, Patrick Trudgeon
Roseville Economic Development Authority

**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the “Board”) of the Roseville Economic Development Authority (the “Authority”) was duly held on the 17th day of July, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

Resolution No. XX

**RESOLUTION IDENTIFYING THE NEED FOR TAX BASE REVITALIZATION
ACCOUNT GRANT FUNDING AND AUTHORIZING APPLICATION FOR GRANT
FUNDS FOR EDISON APARTMENTS, LLC**

WHEREAS the Roseville Economic Development Authority (the “Authority”) is eligible to apply for Tax Base Revitalization Account (“TBRA”) funds on behalf of cities participating in the Livable Communities Act’s Housing Incentives Program for 2018 as determined by the Metropolitan Council; and

WHEREAS only a limited amount of grant funding is available through the TBRA during each funding cycle, and the Metropolitan Council has determined that it is appropriate to allocate such funds only to eligible projects where the funds assist with environmental investigation and cleanup activities that meet TBRA priorities; and

WHEREAS the Authority acknowledges that grants funded through the TBRA are intended to fund environmental investigation and cleanup of brownfield properties in order to increase tax base and foster the creation of jobs in the Twin Cities metropolitan area; and

WHEREAS Edison Apartments, LLC (the “Developer”) has requested TBRA grant assistance for a portion of the costs of environmental remediation in connection with the construction of a multifamily rental housing facility (the “Project”) in the City of Roseville, and the Authority has determined that such Project meets the purposes and criteria of the TBRA; and

WHEREAS the Authority has the institutional, managerial and financial capability to ensure adequate administration of the Project; and

WHEREAS if TBRA grant funding is received, the Authority will comply with all applicable laws and regulations provided in the TBRA grant agreement for the Project in its

45 administration of the TBRA grant; and

46

47 WHEREAS the Authority agrees to act as legal sponsor for the Project described in the
48 TBRA grant application to be submitted on or before November 1, 2018; and

49

50 NOW THEREFORE BE IT RESOLVED THAT the Roseville Economic Development Authority
51 authorizes and directs its Executive Director to submit an application for a TBRA grant from the
52 Metropolitan Council for the components of the Project identified in the application, and, if the
53 TBRA grant is awarded, to execute such agreements as may be necessary to implement the
54 Project on behalf of the City of Roseville, where the Project is located.

55

56 Adopted by the Board of the Authority this 17th day of July, 2018.

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Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on July 17, 2018.

I further certify that Commissioner _____ introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner _____, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 17th day of July, 2018

Executive Director, Patrick Trudgeon
Roseville Economic Development Authority

**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the “Board”) of the Roseville Economic Development Authority (the “Authority”) was duly held on the 17th day of July, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

Resolution No. XX

**RESOLUTION IN SUPPORT OF APPLICATION FOR RAMSEY COUNTY
ENVIRONMENTAL RESPONSE GRANT FUNDS FOR THE DEVELOPMENT OF
EDISON APARTMENTS**

WHEREAS the Roseville Economic Development Authority (the “Authority”) is eligible to apply for an Environmental Response Fund (“ERF”) grant from Ramsey County (the “County”) for eligible projects; and

WHEREAS only a limited amount of grant funding is available through the ERF during each funding cycle, and the County has determined that it is appropriate to allocate such funds only to eligible projects where the funds assist with environmental cleanup that meets ERF priorities; and

WHEREAS the Authority understands that grants funded through the ERF are intended to fund a portion of the costs of environmental cleanup of brownfield properties; and

WHEREAS Edison Apartments, LLC (the “Developer”) has requested ERF grant assistance in connection with its construction of a multifamily rental housing facility (the “Project”) within the City of Roseville, and the Authority has determined that the Project meets the purposes and criteria of the ERF; and

WHEREAS the Authority has the institutional, managerial and financial capability to ensure adequate administration of the Project; and

WHEREAS the Authority agrees that if it receives ERF grant assistance for the Project, it will comply with all applicable laws and regulations as provided in the ERF grant agreement in its administration of the ERF grant; and

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WHEREAS the Authority agrees to act as legal sponsor for the Project described in the ERF grant application to be submitted on or before November 1, 2018.

NOW THEREFORE BE IT RESOLVED THAT the Roseville Economic Development Authority hereby supports the request by the Developer for an ERF grant through the County to finance a portion of the costs associated with environmental remediation of the proposed Project. The Authority further authorizes Authority staff to submit an ERF grant application on the Developer's behalf.

Adopted by the Board of the Authority this 17th day of July, 2018.

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Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on July 17, 2018.

I further certify that Commissioner _____ introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner _____, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 17th day of July, 2018

Executive Director, Patrick Trudgeon
Roseville Economic Development Authority



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: July 17, 2018

Item No.: 5.d

Department Approval

Executive Director Approval

Item Description: Receive Economic Development Activity Quarterly Report

1

2 **BACKGROUND**

3 Every quarter Staff provides the Roseville Economic Development Authority (REDA) with an update of
4 economic development programs and activities. The presentation outlining recent activities and second
5 quarter Golden Shovel activity report are attached.

6 **STAFF RECOMMENDATION**

7 Review and receive the second quarter 2018 REDA Staff Activity Report.

8 **REQUESTED COUNCIL ACTION**

9 Review and receive the second quarter 2018 REDA Staff Activity Report.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager 651-792-7086

Attachments: A: PowerPoint Presentation
B: Golden Shovel Second Quarter 2018 Activity Report

2018 Second Quarter Summary of Economic Development Activities

Community Development Department
Economic Development Team



Business Retention & Expansion Program

2018 Second Quarter Economic Development Activities

Business Retention and Expansion Program

5d. Attachment A

BUSINESSES VISITED

Olsen Thielen
PraxAir
North Spirit Medical
Setzer Pharmacy
Hed Cycling
Rosedale Center



2018 Second Quarter Economic Development Activities

Business Events

Business Council

10 Events in 2018 on:

- Update from Grow MN Program
- State of the City
- Transportation/Transit
- Economic Impact of Tourism for Businesses
- Legislative Update
- Census data how it is a vital tool for businesses
- Auto Industry Economic Development Activity
- Retail update
- Workforce Panelist – Creative ways to hire
- Roseville Economic Development Update

Small Business Series

4 Events – Radisson Hotel

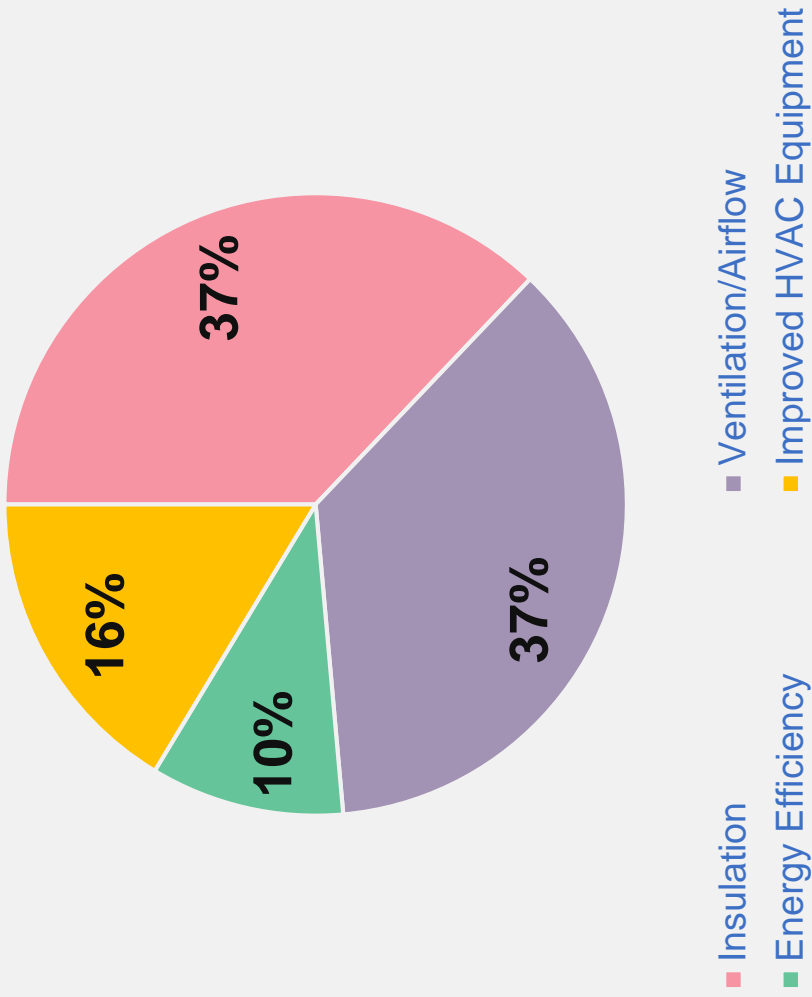
- Thursday, March 22, 2018 - **CyberSecurity: Ransomware and Backups**
- Thursday, June 21, 2018 – **Growing your company through your employees**
- Thursday, September 20, 2018 **How to Avoid Death by PowerPoint.**
- Thursday, December 6, 2018

Housing

2018 Second Quarter Economic Development Activities

Housing - Residential Energy Audits

Audit Recommendations



Energy Audit Activity

73 completed audits so far in 2018 (budget pays for first 200 per year)

Home Energy Squad Enhanced Visit

2017 cost for Energy Squad Visit with Audit was \$10
2018 cost for Energy Squad Visit with Audit is \$40

Cost for audits remained the same of \$60 free for 200 Roseville Residents

2018 Second Quarter Economic Development Activities

Housing Programs

5d. Attachment A

Existing Programs

- Housing Replacement Program
- Neighborhood Enhancement Program
- Abatement Program
- Lending Center (CEE)
 - Home Improvement Advice
 - Single Family Loan Program
- New online and set-top box advertisement:
<https://vimeo.com/270393151/baee4d023e>
- New homeowner mailings – 92

Housing Replacement Program
Monitoring – 196 S. McCarrons foundation in

Abatement Program
2 – Abatements for First Quarter of 2018

Lending Center
5 – Residential Advisor Visits each \$225
6 – Loans in Process
4 – Residential Roseville Revolving Loan Closed
Garage, Insulation, and Water Heater
1 – Commercial Loan from CEE Closed
Lighting

GET TO KNOW *Roseville*

Roseville's reputation as a vibrant place to live and work makes our city a truly special community with thriving businesses, beautiful and safe residential neighborhoods, quality schools, and plenty of green, open space.

Roseville's Community Development team stands ready to help you find the information you need to sustain your home – one of the most important investments you will ever make.

Please take a few moments to acquaint yourself with the programs inside – they are designed to help Roseville residents make sure their homes are safe, secure, and energy efficient. If you need more information or assistance, visit CityOfRoseville.com, email us at ed@CityOfRoseville.com, or call us at 651-992-7015.

We look forward to serving your needs.



150017 - 000-004

2018 Second Quarter Economic Development Activities

Housing Programs

5d. Attachment A

Neighborhood Enhancement Program

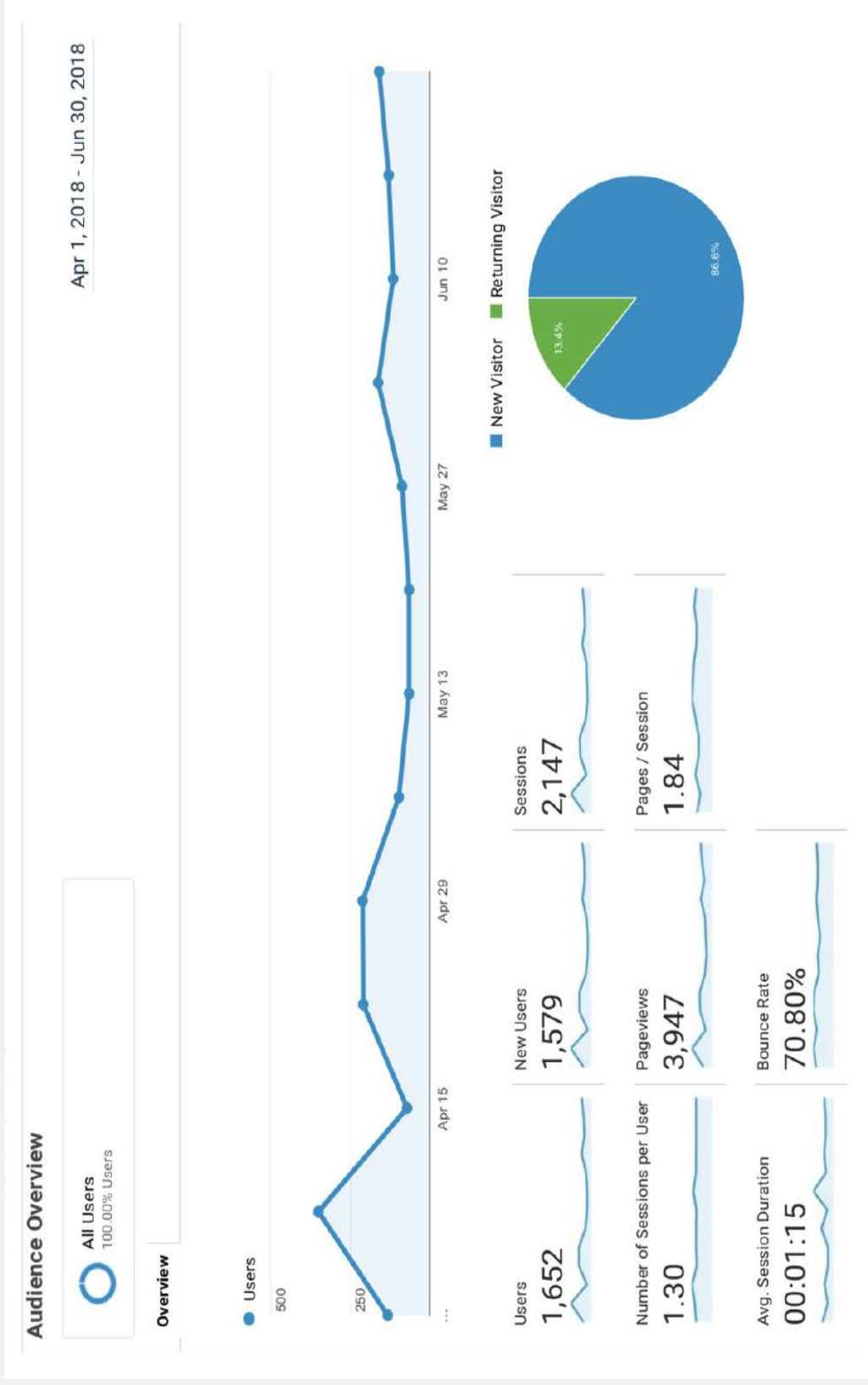
RESIDENTIAL AND BUSINESS PROPERTIES – PROGRAM PROGRESS																	
Week	# Prop Insp	# Viol	# Prop w/Viol.	Vol ID Viol.	% Viol	# of Letters	# Steps	Debris	Graffiti	Outside Storage	Prop Maint	Signs	Vehicle	Street Parking	Res Misc	Animal Feeding	Grass
Residential Total	2,474	101	90	0	0	0	95,246	10	0	3	4	0	62	0	5	0	9
Business Total	308	7	6	0	0	0		4	0	1	0	0	1	0	0	0	1
Grand Total of Residential and Business	2,782	108	96	0	3.45%	0	95,246	14	0	4	4	0	63	0	5	0	10
Residential Reinspections				54													
Business Reinspections				7													
Total Reinspections				61													

Economic Development Marketing

2018 Second Quarter Economic Development Activities

Economic Development Marketing

86.6% New Visitors



2018 First Quarter Economic Development Activities

Economic Development Marketing

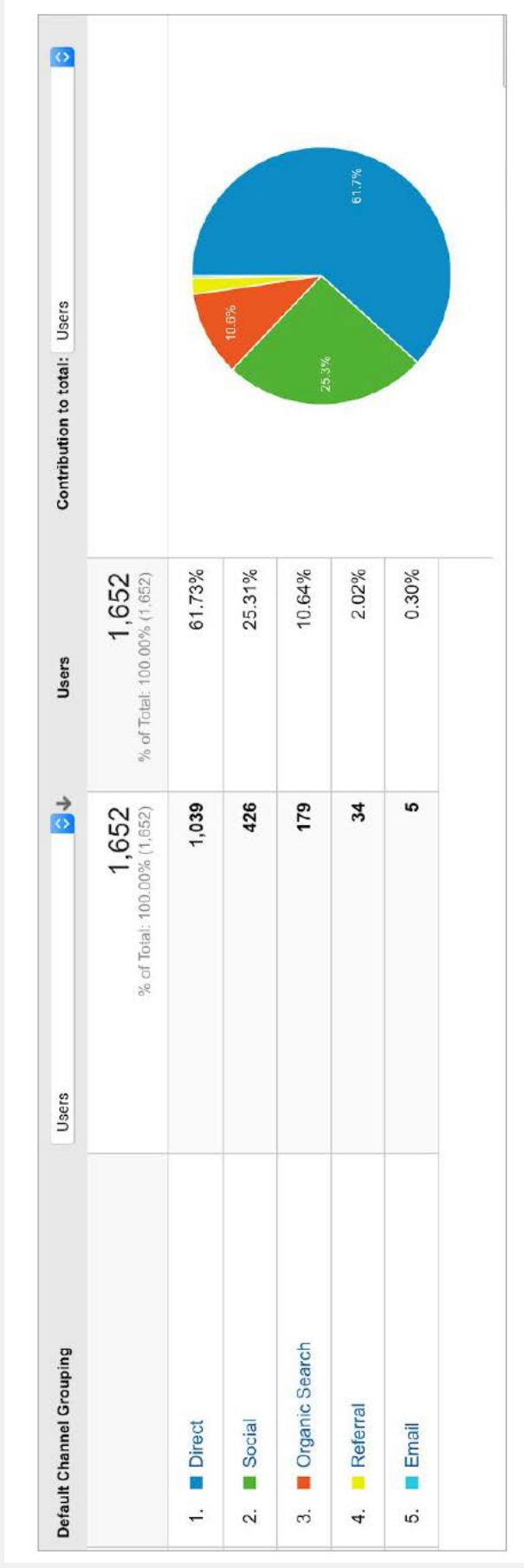
Most Visited Pages

Page Title	Pageviews	% of Total: 100.00% (3,947)	Pageviews	% of Total: 100.00% (3,947)
1. Roseville Economic Development Authority (REDA)	775	19.64%	3,947	100.00%
2. Roseville Economic Development Authority (REDA) - Business in Roseville - Development Activity	634	16.06%		
3. Roseville Economic Development Authority (REDA) - Events in Roseville - Career and Resource Fair	508	12.87%		
4. Roseville News & Media - Foodies Will Enjoy Rosedale Center's New Craveable Market	388	9.83%		
5. Events in Roseville	201	5.09%		
6. Roseville News & Media - Goodmanson Construction: a Family Business Success Story	133	3.37%		
7. Roseville Economic Development Authority (REDA) - Imap	129	3.27%		
8. Business Events in Roseville	116	2.94%		
9. Roseville, MN Available Sites	89	2.25%		
10. Roseville Success Stories	88	2.23%		
11. Roseville Economic Development Authority (REDA) - Universal Report	75	1.90%		
12. Roseville News & Media	70	1.77%		
13. Roseville News & Media - New Meritex Development Under Construction	70	1.77%		
14. Business Incentives in Roseville	53	1.34%		
15. Housing in Roseville	46	1.17%		

2018 Second Quarter Economic Development Activities

Economic Development Marketing

How are they getting to GrowRoseville.com



2018 Second Quarter Economic Development Activities

Economic Development Marketing

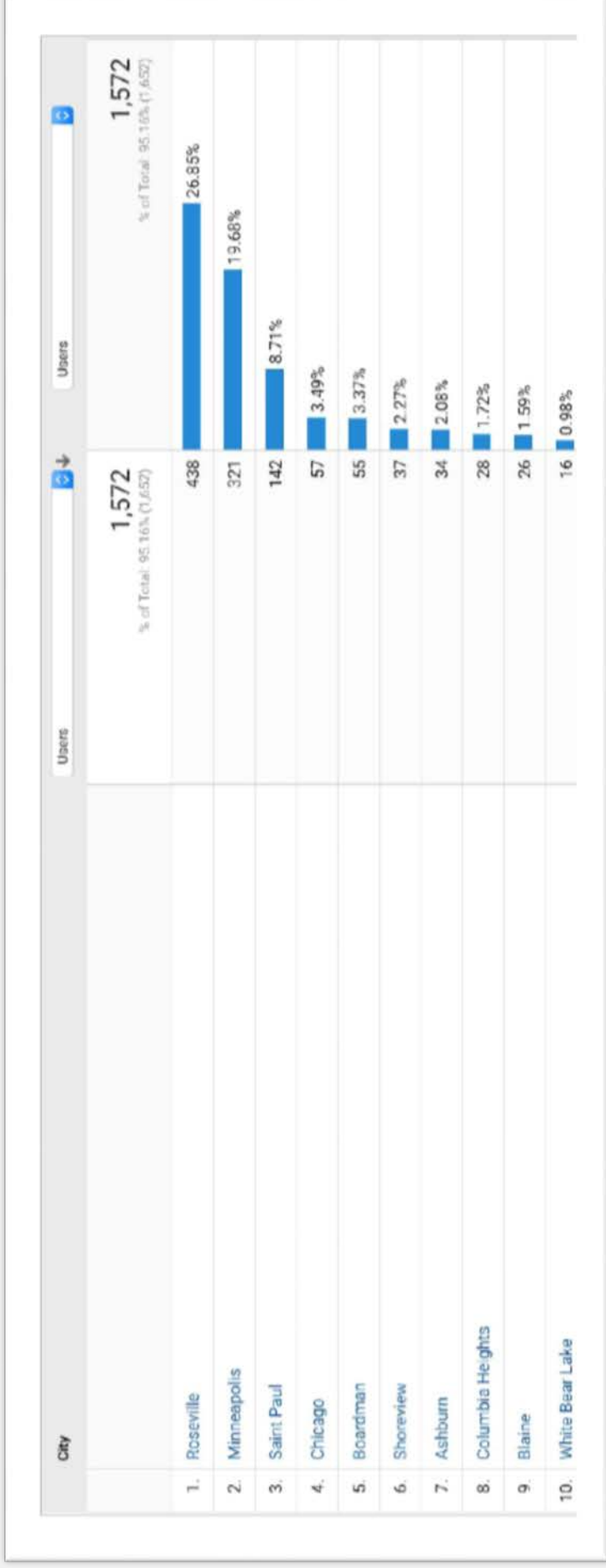
What States

Region	Users	Users
	1,585 % of Total: 95.94% (1,652)	1,585 % of Total: 95.94% (1,652)
1. Minnesota	1,261	78.91%
2. Illinois	73	4.57%
3. Oregon	56	3.50%
4. California	36	2.25%
5. Virginia	36	2.25%
6. Michigan	15	0.94%
7. New York	15	0.94%
8. Texas	15	0.94%
9. Alabama	13	0.81%
10. Wisconsin	9	0.56%

2018 Second Quarter Economic Development Activities

Economic Development Marketing

Where from

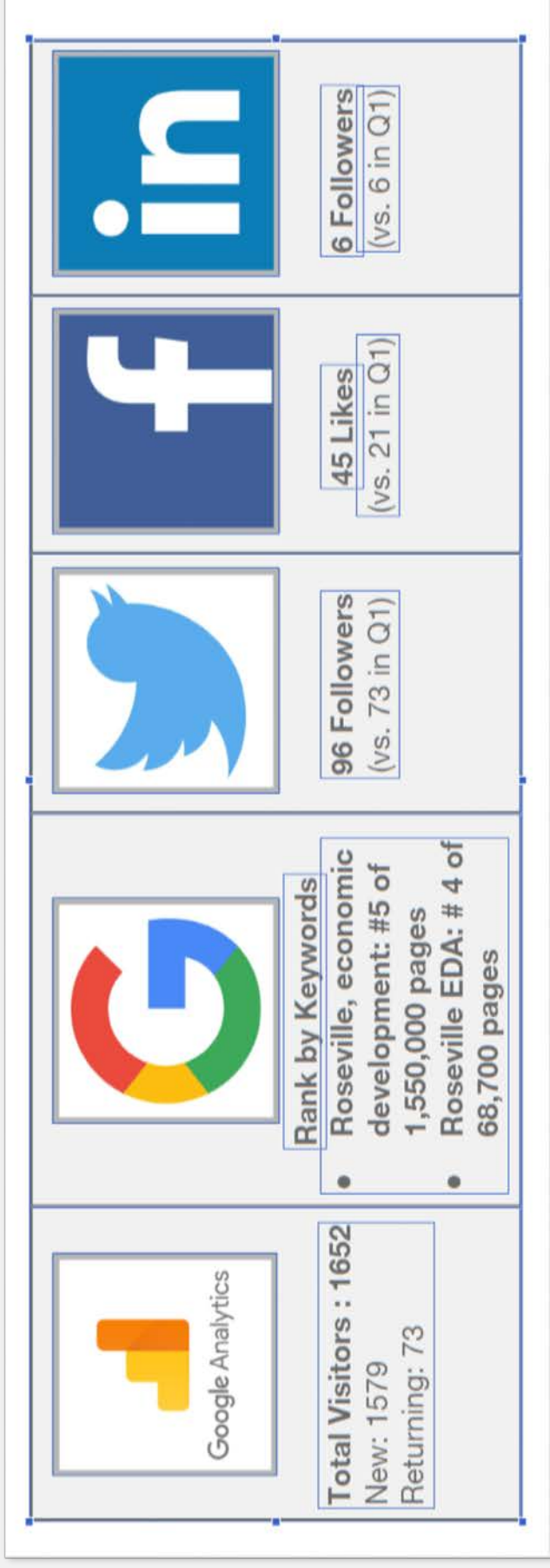


2018 Second Quarter Economic Development Activities

Economic Development Marketing

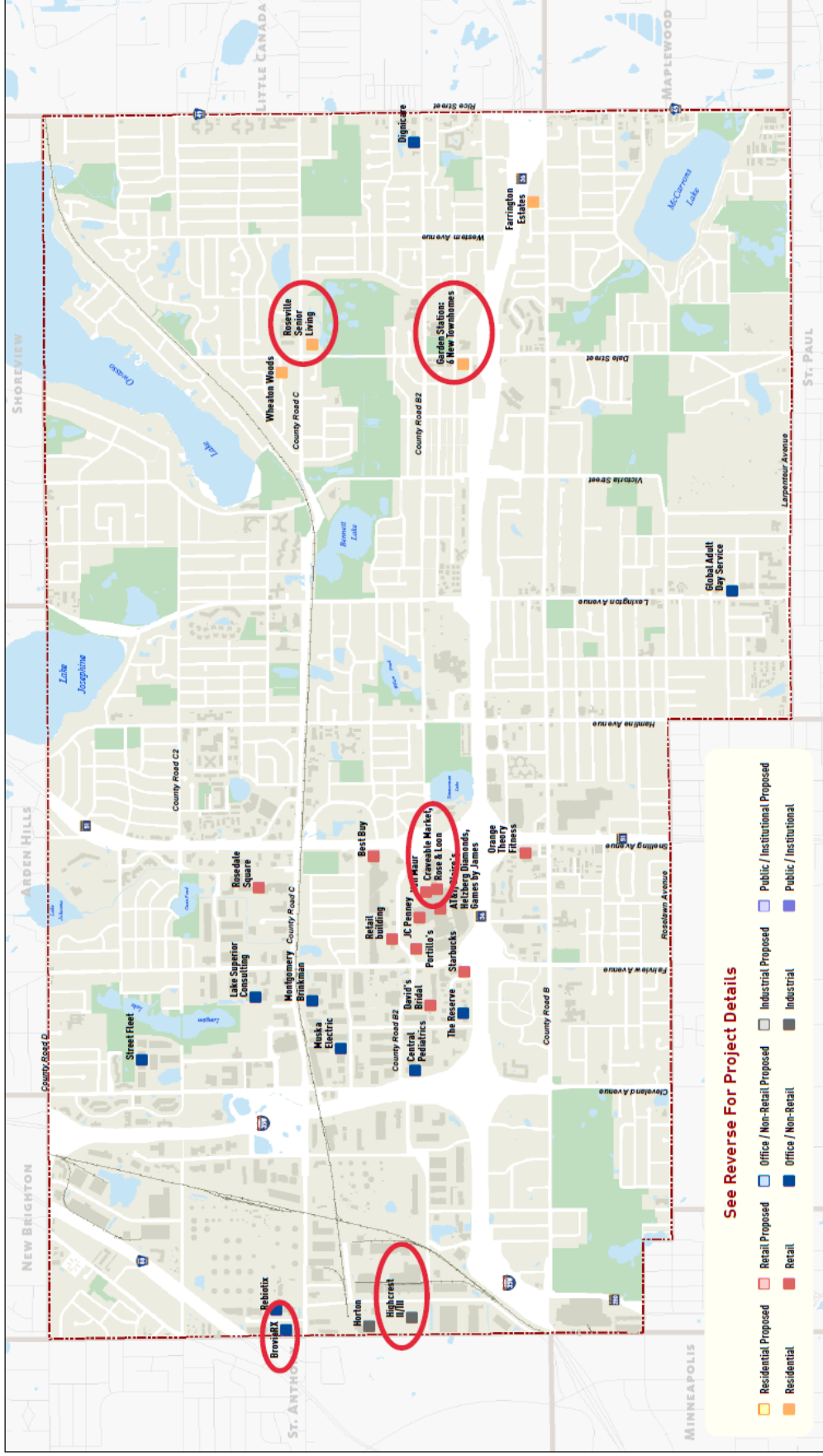
5d. Attachment A

Connections



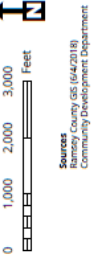
2018 Economic Development Updates

5d. Attachment A



See Reverse For Project Details

- Residential Proposed
- Retail Proposed
- Office / Non-Retail Proposed
- Industrial Proposed
- Public / Institutional Proposed
- Residential
- Retail
- Office / Non-Retail
- Industrial
- Public / Institutional



Development Projects: July 2018

ROSEVILLE
 Prepared by:
 Community Development Department
 July 2, 2018

Sources:
 Ramsey County GIS (6/4/2018)
 Community Development Department



2018 Available Property

The screenshot displays a web-based map application interface. At the top, there is a navigation menu with icons for HEAT MAPS, DRAW, LAYERS, MAP VIEWS, MEASURE, SHARE, SITES, AREAS, and MY FAVORITES. The main map area shows an aerial view of a city with several green location pins. Below the map, a list of property listings is visible, each with a thumbnail image, title, location, acreage, and sale price.

Property Name	Location	Acreage	Sale Price
Pik Terminal	Roseville, MN	12.5 Acres	
2975 Partridge Rd	Roseville, MN	10.6 Acres	Call broker
Dorso	Roseville, MN	10.29 Acres	\$4,258,403
2211 County Rd C2	Roseville, MN	5.4 Acres	\$5,000,000
Roseville West Office	Roseville, MN	5.18 Acres	\$8,500,000

2018 Economic Development Activity as of July 1, 2018

- **Economic Development to assist Businesses to Grow**
 - **McGough new headquarters**
 - TBRA Grant was not awarded of \$157,230
 - **CPC Products**
 - Public hearing on 7/13/18 at DEED offices for JCF funds
 - **Calyxt**
 - Conditional CO
 - **Southeast Roseville implementation**
 - Adopt vision plan on 7/23/18
 - **Identifying 2nd tier business for Ramsey County Economic Gardening Program**
 - Follow-up with HED regarding business growth plans with GreaterMSP and MN Chamber
 - **Open to Business (Opentobusinessmn.org)**
 - Requires all of Ramsey County to participate
 - **Crown Ironworks**
 - Provides several available sites and possible options costs were factor to why moving to Blaine
- **Housing Programs**
 - Edison Apartments, LLC assisting with LCDA, TBRA and ERF funds to develop approximately 250 units
 - Housing Replacement Program – 196 S. McCarrons
 - Volunteers and timing
 - Affordable Housing – 1125 Sandhurst Drive going to Ramsey County Board for approval of transfer in August
 - Neighborhood Enhancement Program all properties have been notified



Roseville Economic Development Authority
651.792.7015
www.GrowRoseville.com

2656 Civic Center Drive | Roseville, MN | 55253

The Center of It All!

Find out more about our **business resources** and how we can help:

- Workforce Solutions
- Growing your business
- Sharing your success

Karl Collins
Community Development Director
karl.collins@cityofroseville.com
651.792.7077

Thomas Pauchke
Community Development Specialist
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Jeanne Keltzoy
Program Manager
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651.792.7086

Joel Koepff
Community Development Specialist
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651.792.7085

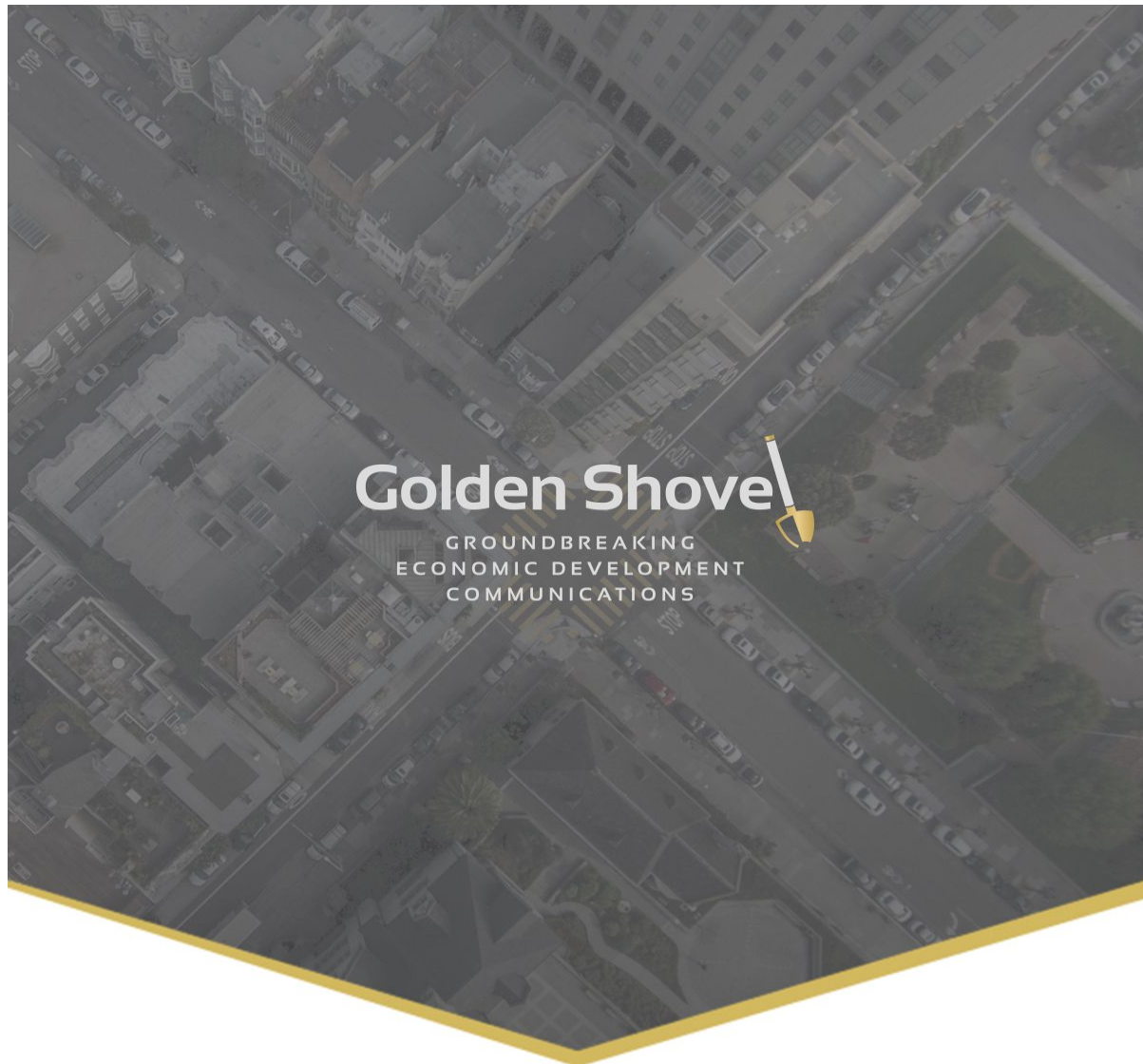
[f](#) /Grow-Roseville

[t](#) @Grow-Roseville

[in](#) /company/GrowRoseville

Roseville Business Council	Roseville Business Exchange	Small Business Series
<p>What: A chance for business people to talk about the importance of business community leadership and engagement in regional decision making.</p> <p>Where: Builders Association of the Twin Cities, 2980 Centre Pointe Drive, Roseville.</p> <p>When: Fourth Wednesday of the month (January through October) from 7:30 to 8:30 a.m.</p> <p>Cost/Registration: Free! No registration just come and connect with your Roseville business partners!</p>	<p>What: This end-of-the-year networking event is a great way for business people to connect with each other, Roseville's elected officials and City staff.</p> <p>Where: At a Roseville venue.</p> <p>When: Late November or early December.</p> <p>Cost/Registration: FREE! No registration needed!</p> <p><i>If you'd like to attend, please email eda@cityofroseville.com and mention that you would like to be added to the invite list!</i></p>	<p>What: This quarterly seminar is a great way to start the day – you'll get to hear information about the latest trends in business from some of the area's most successful business leaders.</p> <p>Where: Radisson Hotel, 2540 Cleveland Ave., Roseville.</p> <p>When: December 7, 2017; March 22, 2018; June 21, 2018; September 20, 2018; December 6, 2018. All seminars are from 7:30 to 9:00 a.m.</p> <p>Cost/Registration: The first 40 Roseville businesses to register are free!</p>
<p>Sponsors</p> 	<p>Partners</p> 	<p>Questions</p> <p>651.782.7015 eda@cityofroseville.com www.GrowRoseville.com</p>

THANK YOU



**Prepared for
Roseville Economic Development
Authority**

Golden Shovel Agency
43 East Broadway Street
Little Falls, MN 56345
Phone: (320) 639-0110
Toll Free: (888) 266-4778
www.GoldenShovelAgency.com

**Quarterly Analytics Report
Q2 2018**

Confidential: This report is intended solely for the use of the addressee and may contain confidential information. Any dissemination, distribution, copying, or other use of this document is strictly prohibited.

Website: Roseville Economic Development Authority | <http://www.growroseville.com>

What's new for your Economic Gateway Website?

Second quarter of the year is now over and Golden Shovel has again been diligently working on making your website better and easier for you to use and at the same time, provide you with the most efficient technology so your community always looks outstanding. We have been listening to our clients requests and needs and we're working on providing you with more responsive tools and opportunities, this way helping your organization meet market demands. As usual, all of these developments and upgrades are available to you at no extra charge.



Here is a list of improvements and enhancements developed this quarter, though some of them are not highly visible from the front end perspective, they were all developed to make your website stronger and even more responsive than before:

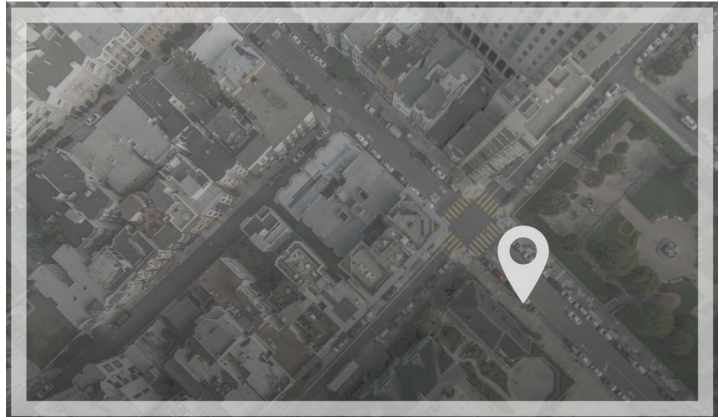
- All modules in the 1.0 system with a video field have been upgraded to allow Vimeo video links (in addition to the existing permitted mp4 files and YouTube video links).
- The Business Directory Categories template layout in 2.0 was modified to give more scope to the landing customization and better expose all content on the detail pages. The map indexing has been modified to render pagination optional (with the default being to show all listings on the same page).
- The Resource Manager template has migrated to the 2.0 system and is now available as an alternative to the grid/stripe template.
- The Resource Library's Photo Gallery template in 2.0 has had a categories view added (set-up available upon request) for those who wish to organize their photos into different sections.
- 2.0 sites now include automatic generation of a search-engine-friendly site map XML file which will be dynamically maintained.
- The admin category field in all 2.0 modules has modified to provide suggestions of existing categories to the populator as they begin typing. In addition, categories in the admin feature a more legible tag-like interface and categories can be removed with a single click.
- A good number of admin and infrastructure updates/upgrades have been made to the 2.0 system to improve performance and make the system more user-friendly and versatile.



Some of the above listed developments may have been implemented on your website already, depending if it is under the 1.0 or 2.0 platform and you can get in touch with your Gatekeeper representative to go over the specific improvements available for your website. We also have more developments planned for the second half of the year and we will share them with you through our newsletters and other communication channels.

Where have we been lately?

We have been active and traveling across the country, attending several summits and conferences with the main goal of staying on top of the new trends and best practices in the industry. These activities allows our team to provide you with the most current information that will help to present your organization in its best light. The following are some of the events we attended this quarter:



- [USDA Rural Development Conference](#) - Murfreesboro, TN.
- [Mid America EDC 2018 Best Practices Conference](#) - Des Moines, IA.
- [Kentucky Association for Economic Development](#) - Collaboration Conference - Lexington, KY.
- [International Council of Shopping Centers mic Development \(ICSC\)](#) - RECon The Global Retail Real Estate Convention - Las Vegas, NV.
- [Select USA](#) - Investment Summit - Washington, DC.
- [Economic Development Association of Minnesota](#) 2018 Summer Conference - Nisswa, MN.

Don't get behind!

There is always something new out there! Technology evolves everyday and strategies change and you need to adapt. Our expert webinar series is always a valuable resource, and available to you at no cost. Our sessions are planned and prepared to keep you informed of economic development trends and cutting-edge technologies. This quarter we hosted some really good sessions including the following:



- **“What Kind of Economic Developer Do You Want To Be?”** - We recognize how busy economic developers can be and we know the job is demanding. We wanted to offer the opportunity for you to just listen and learn and take a little time for yourself to hear from your peers. In this webinar, Golden Shovel

Agency introduced a panel of economic developers who have experienced success and are leading their communities through growth and transformation. This was a great opportunity for some personal growth without having to travel to a conference or take time away and each economic developer had the chance to tell its own story. **Did you miss the live session? [Watch the recording here!](#)**

- **“Advance SEO for Economic Developers: A Look Behind the Curtain”** - Advanced SEO involves a complex process that begins with a content strategy. Ultimately, the goal of search engine optimization (SEO) is for a website to pull up at the top of an organic search. With so many websites available, Google spiders have to crawl websites to determine what they are about and then to determine if a site is authoritative/valuable or not. This allows them to make an instant determination as to which site is going to be provide someone with the information they are search for. So, what matters when it comes to SEO? Golden Shovel Agency took the lead to demystify advance SEO and also shared content strategies on this free webinar. [Watch the recording here!](#)
- **“Attracting a Millennial Workforce”** - Communities around the nation are continually asking themselves the same question: how do we attract, engage, and keep a millennial workforce? In this expert webinar, Kirstie McPherson, Director of Marketing of Golden Shovel, presented about how to actively engage millennials in your community while working to attract new ones. This webinar covered a wide variety of generational tools that you can use to better engage, attract, and retain, millennials in your workforce. [Watch the recording here!](#)
- **“Immersive Video for Economic Development”** - How do you reach a CEO sitting in a boardroom, a thousand miles away or across the world? How do you capture the imagination and attention of a site developer sitting at their mahogany desk, sifting through a mile-high stack of proposals? Elite communities have discovered the answer – virtual reality. In this webinar, you can learn how 360 VR technology is being used by economic developers as a business and workforce attraction tool. [Watch the recording here!](#)

Save your seat for our upcoming Free Expert Webinars!

“Somewhere Between Site Selection and Storytelling” July 12th, 11:00 AM - 12:00 PM CDT

Economic development organizations face hard choices. To encourage investment and job growth, they must make certain decisions. They cannot be all things to all people. To a large degree, an EDO must bet on certain aspects of a community to be effective. Site selection is a changing landscape, staying on top of the current trends and features is important for your local economic development. Knowing how to tell the story to match the changing trends is even more important. In this Webinar team members from Golden Shovel will discuss the changes in site selection and how an EDO can stay on top of the curve with storytelling. Registration is free, but space is limited. Save your seat today!



Registration is free, but space is limited. **Register [here](#) and save your seat today!**



“Catching the Lead: Tools and Best Practices” July 26th, 11:00 AM - 12:00 PM CDT

Where do leads come from? Where do they go?

In this webinar we will lead you through a discussion about how to best attract leads, and how to track them, as well as what to do once you have them. Focusing on best practices and tools, this webinar is for any EDO!



Register [here](#) and save your seat today!

So, now we are well into Summer and communities across the country are looking their best. Good time to get out and shoot some great photos that will keep your web presence warm over the winter. Have a successful third quarter and an eventful summer!

Stay connected,
The Golden Shovel Team.

Community Awareness is the best Website Strategy

Building a successful community awareness campaign begins with a robust content management strategy with strategic SEO processes. Even when metrics can play an important role for an organization and for many cases, help to better understand how things work, Golden Shovel Agency clients that see the most growth in their website traffic, regularly send out success stories and relevant content to build a following. Our conclusion? We believe community awareness is the key for a successful website strategy.



Metrics

The goal of the following metrics is to provide you with an overview of your website’s performance through Q2 2018, so you can make any necessary adjustments and get the most out of your website strategy.

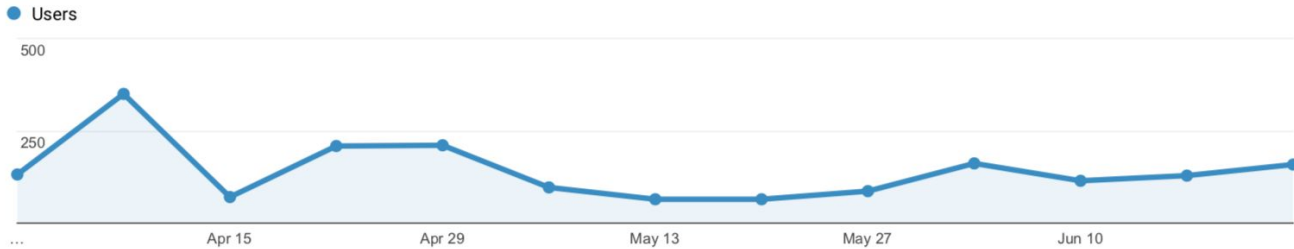


Audience Overview

All Users
100.00% Users

Apr 1, 2018 - Jun 30, 2018

Overview



<p>Users</p> <p>1,652</p>	<p>New Users</p> <p>1,579</p>	<p>Sessions</p> <p>2,147</p>
<p>Number of Sessions per User</p> <p>1.30</p>	<p>Pageviews</p> <p>3,947</p>	<p>Pages / Session</p> <p>1.84</p>
<p>Avg. Session Duration</p> <p>00:01:15</p>	<p>Bounce Rate</p> <p>70.80%</p>	



Country	Users	% Users
1. United States	1,599	96.73%
2. Peru	23	1.39%
3. Philippines	11	0.67%
4. Canada	4	0.24%
5. Germany	3	0.18%
6. India	3	0.18%
7. United Kingdom	2	0.12%
8. Switzerland	1	0.06%
9. Mexico	1	0.06%
10. Netherlands	1	0.06%

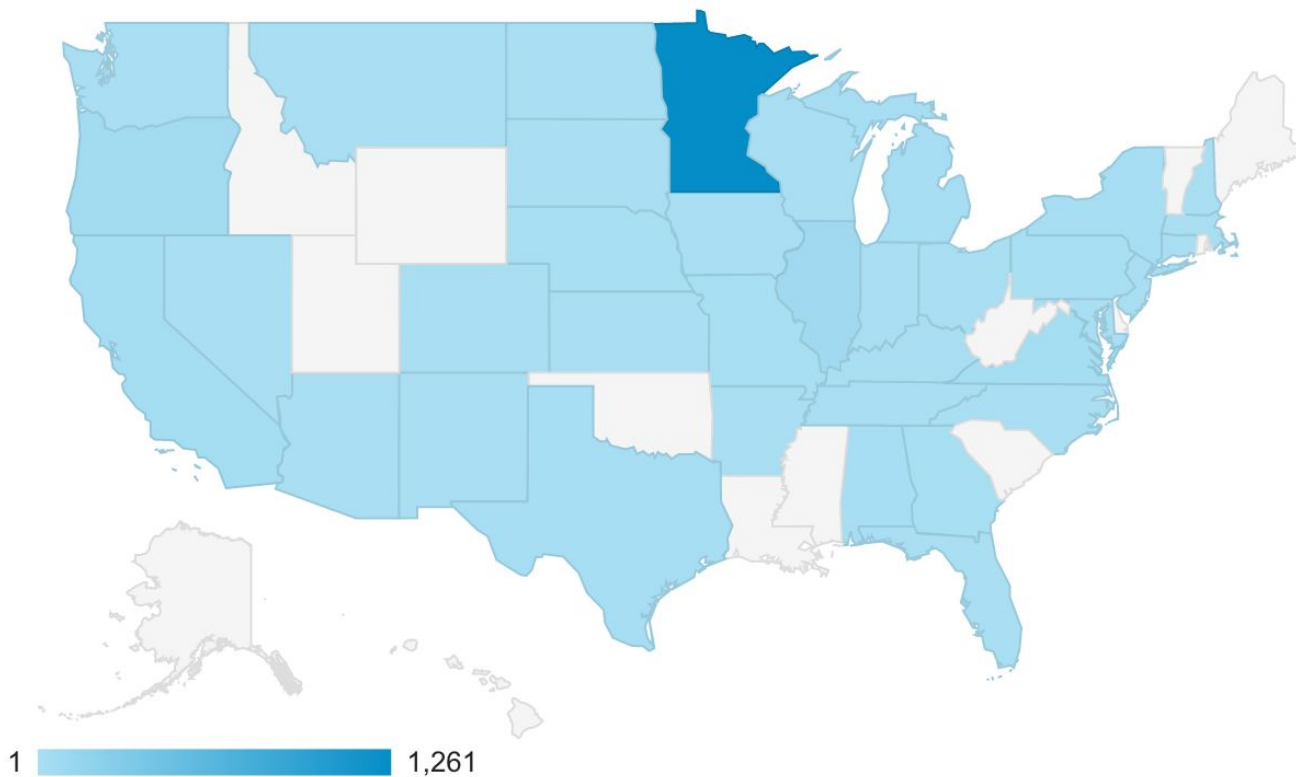
Most Visited Pages

Page Title	Pageviews	Pageviews
	3,947 % of Total: 100.00% (3,947)	3,947 % of Total: 100.00% (3,947)
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4. Roseville News & Media - Foodies Will Enjoy Rosedale Center's New Craveable Market	388	9.83%
5. Events in Roseville	201	5.09%
6. Roseville News & Media - Goodmanson Construction: a Family Business Success Story	133	3.37%
7. Roseville Economic Development Authority (REDA) - Imap	129	3.27%
8. Business Events in Roseville	116	2.94%
9. Roseville, MN Available Sites	89	2.25%
10. Roseville Success Stories	88	2.23%
11. Roseville Economic Development Authority (REDA) - Universal Report	75	1.90%
12. Roseville News & Media	70	1.77%
13. Roseville News & Media - New Meritex Development Under Construction	70	1.77%
14. Business Incentives in Roseville	53	1.34%
15. Housing in Roseville	46	1.17%
16. Roseville Business Resources	45	1.14%
17. Roseville News & Media - Connect with Hiring Managers and Resources at the Roseville Job Fair	44	1.11%
18. Employment in Roseville MN	43	1.09%
19. Contact Roseville	42	1.06%
20. Roseville, MN Featured Properties	42	1.06%
21. Staff of Roseville	31	0.79%
22. Business in Roseville	29	0.73%
23. Community Profile of Roseville	27	0.68%
24. Submit an Employment Opportunity	26	0.66%
25. Roseville MN Workforce Programs and Resources	21	0.53%

Acquisition Channels






Default Channel Grouping	Users	Users	Contribution to total:
	1,652 % of Total: 100.00% (1,652)	1,652 % of Total: 100.00% (1,652)	
1. Direct	1,039	61.73%	
2. Social	426	25.31%	
3. Organic Search	179	10.64%	
4. Referral	34	2.02%	
5. Email	5	0.30%	

Visits by State and City (Top 10)



Region	Users	Users
	1,585 % of Total: 95.94% (1,652)	1,585 % of Total: 95.94% (1,652)
1. Minnesota	1,261	78.91%
2. Illinois	73	4.57%
3. Oregon	56	3.50%
4. California	36	2.25%
5. Virginia	36	2.25%
6. Michigan	15	0.94%
7. New York	15	0.94%
8. Texas	15	0.94%
9. Alabama	13	0.81%
10. Wisconsin	9	0.56%

City	Users	Users
	1,572 % of Total: 95.16% (1,652)	1,572 % of Total: 95.16% (1,652)
1. Roseville	438	26.85%
2. Minneapolis	321	19.68%
3. Saint Paul	142	8.71%
4. Chicago	57	3.49%
5. Boardman	55	3.37%
6. Shoreview	37	2.27%
7. Ashburn	34	2.08%
8. Columbia Heights	28	1.72%
9. Blaine	26	1.59%
10. White Bear Lake	16	0.98%

 <p>Google Analytics</p>				
<p>Total Visitors : 1652 New: 1579 Returning: 73</p>	<p>Rank by Keywords</p> <ul style="list-style-type: none"> • Roseville, economic development: #5 of 1,550,000 pages • Roseville EDA: # 4 of 68,700 pages 	<p>96 Followers (vs. 73 in Q1)</p>	<p>45 Likes (vs. 21 in Q1)</p>	<p>6 Followers (vs. 6 in Q1)</p>