EDA Members:

Dan Roe, President Lisa Laliberte, Vice President Wayne Groff, Treasurer Robert Willmus Jason Etten



Economic Development Authority Meeting Agenda Monday, November 4, 2019 6:00pm City Council Chambers

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, Laliberte, Groff, Etten, and Roe
- 2. Pledge Of Allegiance
- 3. Approve Agenda
- 4. 6:01 P.M. Public Comment
- 5. Business Items (Action Items)
- 5.A. 6:03 PM Consider Agreement For Reimbursement To Schafer Richardson For Environmental Investigation Reports For 2690 Prior Avenue PIK Properties

Documents:

5A REPORT AND ATTACHMENTS.PDF

5.B. 6:15 PM Review Roseville Revolving Loan Program Guidelines

Documents:

5B REPORT AND ATTACHMENTS.PDF

- 6. 6:30 P.M. Board And Executive Director Communications, Reports, And Announcements
 - 2019 Year-End Report (informational only)
 - Golden Shovel Quarterly Report (informational only)

Documents:

6 REPORT AND ATTACHMENTS.PDF

7. 6:35 P.M. Adjourn To City Council Meeting

Request for economic development authority action

Date: 11/4/2019 Item No.: 5.a

Executive Director Approval

Department Approval

Janue Gundrach

Para / Tragen

Item Description: Consider entering into an Agreement to reimburse Schafer Richardson for environmental investigation work performed at 2690 Prior Avenue (known as the PIK Property)

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2 **BACKGROUND**

In an effort to foster redevelopment of the PIK Properties site, located at 2690 Prior Avenue in the Twin 3 Lakes Redevelopment Area, staff brought forward a resolution of support to apply for Tax Base 4 Revitalization Account (TBRA) investigation funds on October 18, 2018. The REDA's request for TBRA 5 grant funds was successful, resulting in an award of \$50,000. These funds can only be used to reimburse 6 the developer 75% of the costs of the environmental investigation. In order to access the grant, PIK 7 Properties identified a developer (Schafer Richardson) who was interested in pursuing a mixed-use 8 development consisting of housing on the east side of the property and a medical office user on the west 9 side (Attachment A). 10

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Schafer Richardson has completed environmental investigation that consists of a Phase I, Phase II, and a Response Action Plan (RAP). From these reports it was recommended the property owner take on additional testing to determine the depth and extent of contamination that currently exists with the chemical Trichloroethylene (TCE) in order to satisfy the Minnesota Pollution Control Agency (MPCA). This additional testing may provide other solutions for removal of the contamination. Based upon this recommendation, Schafer Richardson has cancelled their purchase agreement to allow for the representative of PIK properties to do further investigation.

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20 Since the grant funds need to be expended for activity in 2019, staff recommends the REDA reimburse Schafer Richardson for these reports using the TBRA. The grant funds do require a match, which would be 21 an eligible expenditure of existing Hazardous Substance Subdistrict (HSS) Tax Increment Financing (TIF) 22 district #17A. The total estimated costs for reimbursement to Schafer Richardson is \$38,000. The 25% 23 match, to be paid for with HSS TIF is \$9,500. In exchange for reimbursement, all reports would become 24 property of the REDA and City to use to inform future redevelopment interests. It is also staff's 25 understanding the property owner intends to undergo the additional testing described above as 26 recommended by the investigation that has been done to-date. After this additional testing is completed, 27 staff may seek authorization from the REDA to hire a third party environmental consultant with extensive 28 experience in brownfield redevelopment to review all investigations, provide unbiased technical advice on 29 redevelopment concepts best suited for the site, based on expected costs to remediate the hazardous 30 conditions, and to identify cost-effective solutions to maximize return on investment. At this time, 31

- ³² however, the REDA only needs to determine if they would like to reimburse the developer to gain access to
- their completed environmental investigation and reports.

34 STAFF RECOMMENDATION

- 35 Staff recommends the REDA adopt the attached resolution (Attachment C) authorizing entering into the
- ³⁶ agreement for reimbursement of environmental investigation to Schafer Richardson (Attachment B).
- 37

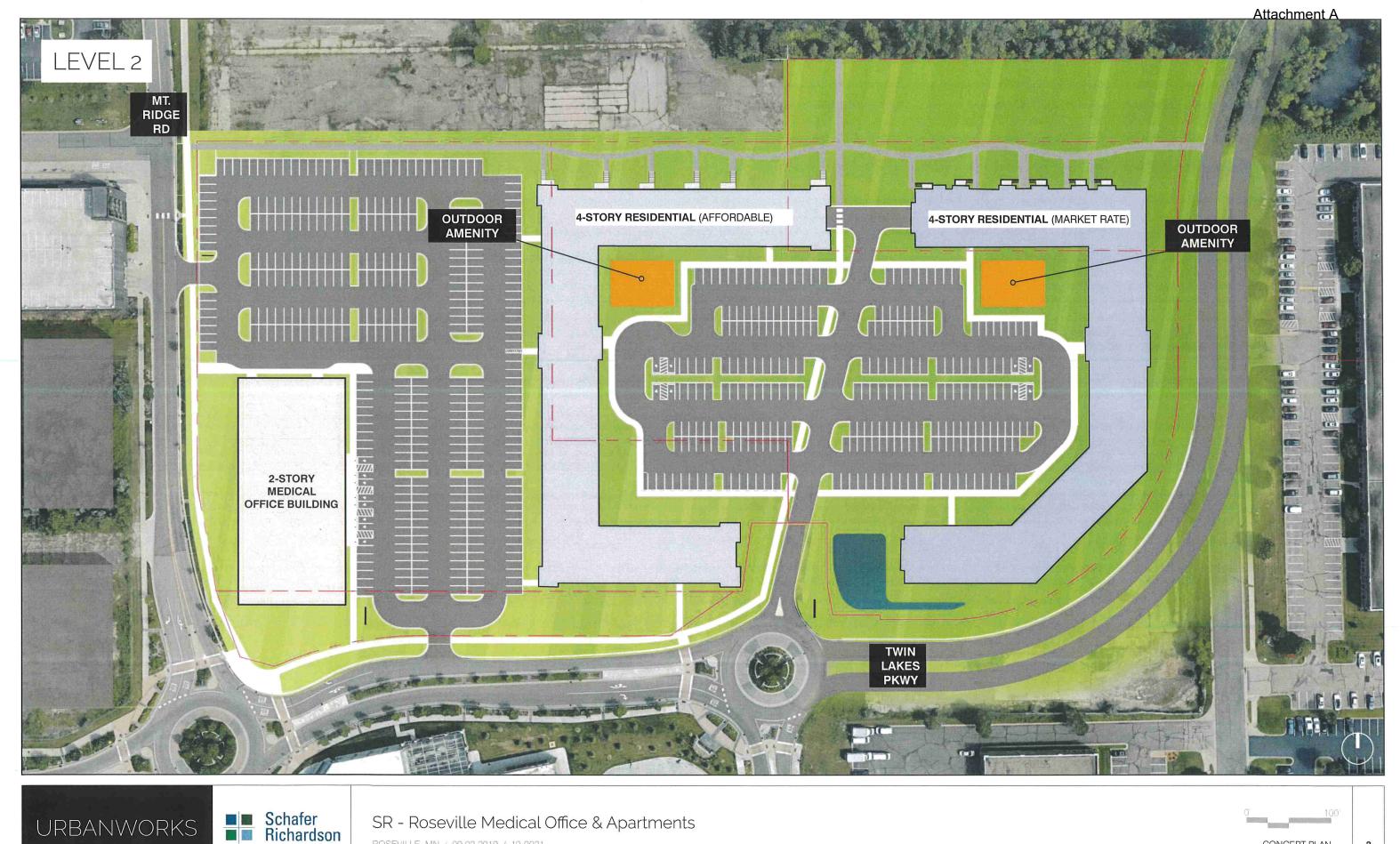
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38 REQUESTED REDA ACTION

- ³⁹ Motion to adopt the attached resolution (Attachment C) authorizing entering into the agreement for
- ⁴⁰ reimbursement of environmental investigation to Schafer Richardson (Attachment B).
- 42 Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

Attachments A: Concept plan

- B: Agreement for reimbursement to Schafer Richardson
- C: Resolution authorizing agreement



SR - Roseville Medical Office & Apartments

ROSEVILLE, MN / 09.03.2019 / 19-0021

URBANWORKS

CONCEPT PLAN

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AGREEMENT

This Agreement ("Agreement") is made and entered as of ______, 2019, by and between the Roseville Economic Development Authority, a political subdivision of the State of Minnesota (the "Authority") and SRD 2.0, LLC, a Minnesota limited liability company (the "Developer").

Recitals

WHEREAS, the Authority previously established its Hazardous Substance Subdistrict No. 17A (the "HSS District") in an area of the City of Roseville requiring extensive environmental remediation; and

WHEREAS, the Authority has previously exercised its powers under Minnesota Statutes, Sections 469.001 to 469.049 (the "HRA Act") to facilitate the redevelopment of various parcels in the HSS District, and now contemplates exercising its powers under the HRA Act to facilitate the remediation and redevelopment of a parcel within the HSS District known as the PIK Terminal Redevelopment Parcel; and

WHEREAS, the Authority has received a Tax Base Revitalization Account Contamination Cleanup Site Investigation Grant from the Metropolitan Council (the "TBRA Grant") pursuant to Minnesota Statutes, Sections 473.251 and 473.252, for the purpose of financing a portion of the cost of environmental investigations on the PIK Terminal Redevelopment Parcel; and

WHEREAS, the Developer has performed several environmental investigations on the PIK Terminal Redevelopment Parcel in connection with negotiations for the purchase of the PIK Terminal Redevelopment Parcel from the current owner of such parcel, including a Phase I and Phase II environmental site assessment and preparation of a Response Action Plan ("RAP") in conjunction with the Minnesota Pollution Control Agency (together, the "Site Investigation Activities"), at Developer's expense; and

WHEREAS, the Authority has requested and the Developer agrees to provide to the Authority the results of the Site Investigation Activities and any cost estimates for remediation activities prepared by third-party consultants (the "Reports") in satisfaction of the terms of the TBRA Grant.

NOW THEREFORE, in consideration of these recitals, and other good and valuable consideration, the Authority and Developer agree as follows:

1. The Developer will assign its interest in the Reports and provide copies thereof to the Authority, along with evidence of the costs incurred by the Developer to complete the Site Investigation Activities, and the Reports shall become the property of the Authority.

- 2. Subject to the terms of the TBRA Grant Agreement and Paragraph 3 hereof, the Authority will reimburse the Developer for the costs incurred by the Developer to complete the Site Investigation Activities.
- 3. The Authority's reimbursement to the Developer will be comprised of (a) TBRA Grant Funds in the lesser of the maximum TBRA Grant award (\$50,000) or 75% of the actual costs eligible for reimbursement under the TBRA Grant Agreement, and (b) HSS District funds in the amount of 25% of the TBRA Grant funds paid pursuant to the TBRA Grant Agreement.
- 4. It is expressly understood and agreed that all payments by the Authority to the Developer shall be paid pursuant to the terms and conditions of the TBRA Grant Agreement, which is attached hereto as Exhibit A and incorporated into this Agreement by reference, and that only costs authorized under Section 2.04 of the TBRA Grant Agreement shall be eligible for reimbursement. Any costs incurred by the Developer that are determined not to be authorized under the TBRA Grant Agreement shall be the sole responsibility of the Developer.
- 5. The assignment of the Reports is made without representation or warranty by Developer other than the warranty that that it will provide full and complete copies of the Reports.
- 6. Each signatory below represents and warrants that is has all necessary authority to sign on behalf of the respective party.
- 7. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original. Signatures provided via facsimile or as an email attachment shall be deemed to be and have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Authority and Developer have caused this Agreement to be duly executed in their name and behalf and their seal to be duly affixed hereto as of the date and year first above written.

ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY

By: ______ President

By: ______ Executive Director

SRD 2.0, LLC

EXHIBIT A

TAX BASE REVITALIZATION ACCOUNT CONTAMINATION CLEANUP SITE INVESTIGATION GRANT PROGRAM

GRANTEE: Roseville EDA	GRANT NO. SG-11669
PROJECT: PIK Redevelopment	
GRANT AMOUNT: \$50,000	FUNDING CYCLE: 2018
COUNCIL ACTION: January 9, 2019	EXPIRATION DATE: December 31, 2019

METROPOLITAN LIVABLE COMMUNITIES ACT GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.252 establish within the Metropolitan Livable Communities Fund a Tax Base Revitalization Account and require the Council to use the funds in the account to make grants to Municipalities or Development Authorities for the cleanup of polluted land in the seven-county metropolitan area; and

WHEREAS, the Grantee is a Municipality or a Development Authority as defined in Minnesota Statutes section 473.252, subdivisions 1 and 1a; and

WHEREAS, the Grantee seeks funding in connection with an application for Tax Base Revitalization Account funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Grantee applied for contamination cleanup site investigation grant funds to determine the scope and severity of contamination associated with a redevelopment site with suspected or perceived contamination and to develop a cleanup plan; and

WHEREAS, the Council awarded Tax Base Revitalization Account grant funds to the Grantee subject to any terms, conditions or clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the "Expiration Date" identified above.

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NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) Council Action. "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Tax Base Revitalization Account contamination cleanup site investigation grant funds.
- (b) Development Authority. "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (c) Municipality. "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254, or a county in the "metropolitan area" as defined by Minnesota Statutes section 473.121, subdivision 2.
- (d) Participating Municipality. "Participating Municipality" means a statutory or home rule charter city or town that has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (e) Project. Unless clearly indicated otherwise by the context of a specific provision of this Agreement, "Project" means the contamination cleanup site investigation at the development or redevelopment Site identified in the application for Tax Base Revitalization Account funds for which grant funds were requested.
- (f) Project Costs. "Project Costs" means the eligible costs of the contamination cleanup site investigation activities for which the grant funds must be used pursuant to Section 2.04 of this Agreement.
- (g) Site. "Site" means the polluted land proposed for contamination cleanup site investigation by the Grantee and located both within the metropolitan area and within a Participating Municipality.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Tax Base Revitalization Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the area-wide tax imposed under Minnesota Statutes chapter 473F and are not from federal sources.

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2.02. Total Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Tax Base Revitalization Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Twenty-Five Percent Local Match. The Grant Amount provided to the Grantee under this Agreement may be used to pay up to seventy-five percent (75%) of the total eligible Project Costs. The Grantee shall match at least twenty-five percent (25%) of the Grant Amount received from the Council. The matching funds shall be identified in the progress and final reports required under Section 3.03.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for contamination cleanup site investigation at the Site described in the application for Tax Base Revitalization Account funds. A Project Summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used for:

- Conducting Phase I and Phase II environmental site assessments; or
- (b) Preparing a Response Action Plan ("RAP") developed in conjunction with the Minnesota Pollution Control Agency for hazardous waste, hazardous substance, pollutant or contaminant, or a Development Response Action Plan ("DRAP") developed in conjunction with the Minnesota Pollution Control Agency for petroleum; or
- (c) Preparing an asbestos abatement plan that meets the federal Asbestos Hazard Emergency Response Act ("AHERA") and Minnesota Department of Health standards including the standards for inspecting and assessing asbestos-containing materials in Minnesota Rules parts 4620.3000 through 4620.3598 and 4620.3724; or
- (d) Preparing a lead-based paint abatement plan that meets Minnesota Department of Health standards in Minnesota Rules part 4761.2570 and the federal Toxic Substances Control Act ("TSCA").

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the specific contamination cleanup site investigation activities for which the grant funds were awarded and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals or applications; project coordination costs; operating expenses; planning costs; and prorated lease and salary costs. Grant funds may not be used for: (a) investigation costs incurred prior to the date of the "Council Action" identified at Page 1 of this Agreement, or for contamination cleanup or abatement costs; or (b) for the costs of investigation activities that occur after the Expiration Date. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources;

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or (b) Grantee contributions to the Project, including financial assistance or other resources of the Grantee or, (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities.

2.06. Restrictions on Loans by Subgrantees. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.06 shall be included in all subgrants.

2.07. Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described or identified in Attachments A and B.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: (a) any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; and (b) any grant funds that are not used for the authorized purposes. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Tax Base Revitalization Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's authorized agent. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. Payment requests must include the following documentation:

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates and quantities. Subcontractor markups shall not exceed ten percent (10%).

The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its payment requests documentation that shows grant-funded Project activities actually have been completed. Subject to verification of each payment request form (and

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the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.09, AFTER JANUARY 1, 2019 THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.

2.10. Effect of Grant. Issuance of this grant neither implies any Council responsibility for any contamination at the Site nor imposes any obligation on the Council to participate in the cleanup of any Site contamination. By awarding grant funds to the Grantee for the Project and executing this Agreement, the Council assumes no responsibility for: (a) any damage to persons, property, or the environment caused by any contamination cleanup site investigation activities or for any subsequent Site cleanup activities or implementation of the Project; or (b) determining whether intended uses of the Site identified in the grant application or potential future uses of the Site, including any residential uses, are suitable for the Site.

III. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis (twice each year) a status report on the Project, the project activities described or identified in Attachments A and B and the expenditures of the grant funds. Submission of properly completed payment request forms (with proper documentation) required under Section 2.09 will constitute the required status reports. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. The Council may require the Grantee to submit a progress report when cleanup site investigation activities are occurring and a final Project report when cleanup site investigation work is completed. The form and content of the written reports will

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be determined by the Council. The reporting requirements of Sections 3.03 and 3.04 shall survive the expiration or termination of this Agreement.

3.04. Environmental Investigation Documents. Upon completion of the contamination cleanup site investigation, the Grantee will submit to the Council a copy of the environmental site assessment documents including but not limited to Phase I environmental site assessment, Phase II environmental site assessment work plan, Phase II investigation report, focused feasibility study (if more than one remedy is proposed for Minnesota Pollution Control Agency review) and a Response Action Plan or Development Response Action Plan and addenda (if any), asbestos or hazardous materials surveys and asbestos or hazardous wastes management plan and approval of the Response Action Plan by the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program and/or approval of the Development Response Action Plan by the Minnesota Pollution Control Agency Petroleum Brownfields Program ("PBP").

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Notwithstanding Section 4.03, the one-year term of this Agreement may not be extended by amendment or otherwise. ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. Contamination cleanup site investigations must be completed no later than the "Expiration Date" identified at Page 1 of this Agreement.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights

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commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 et seq., and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, Title 42, sections 6901 et seq. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 66 or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project activities described or identified in Attachments A and B which are funded in whole or in part with the grant funds. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

Until the Project activities funded by this Agreement are completed, the Grantee will ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at the Project site that identify Project funding partners or entities providing financial support for the Project. The acknowledgments and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

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5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant obtain all required permits, licenses, and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, Title 29, sections 1910.120 and 1926.65.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, Title 40, parts 122 and 123; and
- (b) The Council's 2040 Water Resources Policy Plan and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

> Metropolitan Council Attn: LCA Grants Administration 390 Robert Street North Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.252, subdivision 3 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

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5.12. Fair Housing Policy. If the Project will include a housing component, the Grantee must adopt a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Grantee's commitment to fair housing that contains at least the following elements: a purpose statement; procedures for complaint identification and referral; a designated fair housing officer; and an outline of the internal and external actions the Grantee will undertake to advance fair housing. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

ROSEVILLE EDA

METROPOLITAN COUNCIL

By:	 By:	LisaBeth Barajas, Director
Title:		Community Development Division
Date:	Date:	
By:		
Title:		
Date:		

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ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Tax Base Revitalization Account contamination cleanup site investigation grant funds submitted in response to the Council's notice of availability of Tax Base Revitalization Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Agreement A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Project Summary

Grant #	SG-11669
Grant Type	Contamination Investigation
Applicant	Roseville EDA
Project Name	PIK Redevelopment
Project Location	2680-2690 Prior Ave, Roseville
Council District	10 - Marie McCarthy
Project Detail	
Contaminant history	The 12.5-acre site was a former trucking terminal. Prior buildings were demolished by 2013. The foundation of former buildings remains. Suspected contaminants of concern on the site include petroleum impacts in the soil particularly in the western and southern portion of the site and related soil vapor impacts.
Potential redevelopment project	Potential benefits include the development of 367 market-rate apartments and approximately 39,000 SF of commercial retail space to be built in 3 development phases. (An extended stay hotel may replace the housing in the second development phase.)
Funding	
Requested amount	\$50,017
Funding partner requests	\$0
Previous LCA funding	\$0
Match	25% of total eligible costs requested for reimbursement
Comments	Investigation of chlorinated solvents is being conducted by the property owner and is not eligible for grant funding.
Use of Funds	
Amount	Uses to be completed by the end of the grant term
\$50,000	For a Phase I Environmental Site Assessment (ESA), Phase II ESA work plan, and Response Action Plan development.

ATTACHMENT B

CONTAMINATION CLEANUP SITE INVESTIGATION LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible cleanup site investigation activities for which the grant funds must be used at specific locations within the Project boundaries or within the Site(s).

Contamination Cleanup and Site Investigation Location(s)



Attachment C

1		EXTRACT OF MINUTES OF MEETING
2		OF THE
3	ROSE	EVILLE ECONOMIC DEVELOPMENT AUTHORITY
4		
5		* * * * * * * * * * * * * * * *
6	D 1	
7		ue call and notice thereof, a regular meeting of the Board of Commissioners
8		lle Economic Development Authority, County of Ramsey, Minnesota was
9 10	duly held on t	he 4th day of November, 2019, at 6:00 p.m.
	The fellowing	
11 12	The following	g members were present:
12	and the fellor	vin a wara abaanti
13 14	and the follow	wing were absent:
14	Member	introduced the following resolution and moved its adoption:
15 16	Wiember	introduced the following resolution and moved its adoption.
17		RESOLUTION No.
18		
19	Resolutio	on Approving Agreement between Roseville Economic Development
20		ority and SRD 2.0, LLC for Environmental Remediation Reports
21		······································
22		
23	WHEREAS,	the Roseville Economic Development Authority (the "Authority")
24		previously established its Hazardous Substance Subdistrict No. 17A (the
25		"HSS District") in an area of the City of Roseville requiring extensive
26		environmental remediation; and
27		
28	WHEREAS,	the Authority received a Tax Base Revitalization Account Contamination
29		Cleanup Site Investigation Grant from the Metropolitan Council (the
30		"TBRA Grant") pursuant to Minnesota Statutes, Sections 473.251 and
31		473.252, for the purpose of financing a portion of the cost of
32		environmental investigations on a parcel within the HSS District known as
33		the PIK Terminal Redevelopment Parcel; and
34	WILLEDEAC	SPD 2.0 LLC (41, "Decelar ") has not formed a second secon
35	WHEREAS,	SRD 2.0, LLC (the "Developer") has performed several environmental
36 37		investigations on the PIK Terminal Redevelopment Parcel, including a Phase I and Phase II environmental site assessment and preparation of a
37 38		Phase I and Phase II environmental site assessment and preparation of a Response Action Plan in conjunction with the Minnesota Pollution
30 39		Control Agency (together, the "Site Investigation Activities"), at
40		Developer's expense; and
41		Developer 3 expense, and
42	WHEREAS,	the Authority has determined that it is in the best interests of the Authority
43	.,	and City to purchase from the Developer the results of the Site
44		Investigation Activities and any cost estimates for remediation activities
45		prepared by third-party consultants (the "Reports") in satisfaction of the

46 47 48 49	terms of the TBRA Grant, and has negotiated an Agreement with the Developer (the "Agreement") in the form presented to the Authority, providing for such purchase of the Reports.
50 51	NOW, THEREFORE, BE IT RESOLVED, that:
52 53 54 55 56	1. the Authority hereby approves the Agreement, and authorizes the President and Executive Director to execute such Agreement in substantially the form on file with the Authority, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Agreement by such officials is conclusive evidence of their approval.
57 58 59 60	2. Authority staff is authorized and directed to take all actions necessary to carry out the intent of this resolution and to give effect to the Agreement and to receive the Reports.
61 62 63	Adopted by the Board of Commissioners of the Authority the 4 th day of November, 2019.

64 65	CERTIFICATE
65 66 67 68 69 70 71 72	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 specially held meeting thereof on November 4, 2019.
73 74 75 76 77 78 79	I further certify that Commissionerintroduced 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:
80 81 82	and the following voted against the same:
83 84	whereupon said resolution was declared duly passed and adopted.
85 86 87 88 89 90	Witness my hand as the Executive Director of the Authority this day of November, 2019
91 92 93 94 95	Executive Director, Patrick Trudgeon Roseville Economic Development Authority

Request for economic development authority action

Date: 11/4/2019 Item No.: 5.b

Executive Director Approval

Department Approval

Janue Gundrach

Para / Tragen

Item Description: Review Roseville Revolving Loan Program Guidelines

2 BACKGROUND

1

- ³ Roseville has offered residents low-interest home improvement loans since 2000. The loan programs have
- ⁴ been revolving and self-sustaining since 2009 with **no new levy funds** being added to the program.
- 5 Current revolving loan balance is \$601,783.

⁶ The criteria for the Roseville Revolving Loan Program has varied over the years and is re-evaluated from

7 time to time to make sure the program is meeting the needs of the residents when considering property

⁸ values, demographics, and income limitations. For example, in 2015, the program criteria was modified

⁹ to remove income restrictions and to establish a maximum property value (before improvements) of

¹⁰ \$216,500 (which is the 2016 median value of residential properties in Roseville). At this time, the

maximum loan amount was also increased from \$25,000 to \$40,000.

12 The Roseville Revolving Loan Program has been managed by Center for Energy and Environment (CEE)

since July 1, 2017. Since CEE took over the program, they have closed five Roseville loans in the

amount of \$106,331 - one CEE loan of \$45,000 and four Minnesota Housing Finance Agency (MHFA)

loans totaling \$78,252. They currently have 5 applications in process this year. Two for Roseville's

revolving loan, two MHFA loans and one CEE loan.

17 In light of the historical information noted above, and to ensure Roseville's revolving loan program stays

competitive for its intended use, staff would like to propose consideration of five modifications to the

¹⁹ program. Attached is a redlined Roseville Revolving Loan Program guideline offering a few suggested

revisions for consideration by the REDA. Staff is recommending to make changes to the following
 sections of the guidelines, based upon conversations with CEE, CEE's experience with industry

standards, and their experience in administering other loan programs (redline version Attachment A):

(1) Staff reviews median home values every year and provides an updated number to CEE. Staff
 wants to make sure the way the median value is determined is clarified by using single family
 home values only, not including townhomes, condominiums or co-operatives in the number. In
 addition, staff would suggest the REDA consider offering flexibility/discretion in regards to the
 maximum median value based upon proposed work being done and lack of other programs that
 could assist the home owner needing or wanting to make the improvements. New language
 would be:

30 31

32

<u>Eligible Properties</u>: 1-2 unit owner-occupied properties located within the geographical boundaries of the City of Roseville. Townhomes and Condominiums are eligible (interior

improvements only). Property must have an Estimated Market Value at or below \$273,000 (which 33 is the City of Roseville's median single family home value for 2020 and to be updated annually). 34 Waivers on value may be granted by the Executive Director of the Economic Development 35 Authority. The property must be at least 25 years old. 36 37 (2) Currently, the loan-to-value ratio is set at 115%. CEE is recommending a more conservative loan-38 to-value ratio of 110%. New language would be: 39 40 Loan - to - Value Ratio: The ratio of all loans secured by the property, including the new loan, 41 should not exceed 110% of the property value. Half of the improvement value may be added to 42 the initial property value. 43 44 (3) Currently, the debt-to-income ratio is set at 55%. CEE is recommending a more conservative 45 debt-to-income ratio of 50%. New language would be: 46 47 **Debt - to - Income Ratio:** Applicant must have the ability to repay the loan. An applicant who 48 has a debt to income ratio in excess of 50% will be ineligible to receive financing. 49 50 (4) Remove the requirement of two bids. Depending on the scope of the project, it may be 51 challenging to get more than one bid with the construction industry at this time. In addition, CEE 52 does review bids for reasonableness and will advise homeowners if prices are out of line. New 53 language would be: 54 55 **Bids:** 1 bid is required when the work from any one contractor exceeds \$5,000. All contractors 56 must be properly licensed, as required by the City of Roseville. 57 58 (5) Allow for the borrower to use loan proceeds to rent tools if the borrower is doing the project 59 themselves. New language would be: 60 61 Sweat Equity / Homeowner Labor: Work may be performed by property owners on a "sweat 62 equity" basis. Loan funds may be used only for the purchase of materials. Loan funds cannot be 63 used to compensate for labor. The property owner will provide evidence to CEE that they have 64 the ability to complete the work. 65 Brenda Yaritz, Lending Center Supervisor from CEE will be at the meeting to address any questions the 66 REDA may have. 67 **STAFF RECOMMENDATION** 68 Staff recommends the REDA adopt the proposed redline modifications to the Roseville Revolving Loan 69 Program (Attachment A) and/or provide direction on any other modifications the REDA would like made. 70 71 72 **REQUESTED REDA ACTION** By motion adopt the proposed redline modifications to the Roseville Revolving Loan Program 73 (Attachment A) and/or provide direction on any other modifications the REDA would like made. 74 75 76 Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

Attachments A: 2020 Redline Guidelines for Roseville Revolving Loan

Attachment A

EXHIBIT A

PROGRAM GUIDELINES

This document includes guidelines for the REVOLVING LOAN PROGRAM

ROSEVILLE REVOLVING LOAN PROGRAM GUIDELINES

The Roseville Economic Development Authority (REDA) is making funds available for homeowners to make improvements to their properties. The Roseville Revolving Loan Program is designed to supplement existing loan programs available from MHFA, CEE, private lenders and other housing resources. This program is not intended to be the sole source of improvement funds available to the City. Center for Energy and Environment shall serve as the administrator for the Roseville Loan Program and will secure the most beneficial financing based on the borrower's needs independent of the funding source.

Roseville Revolving Loan Program

Interest Rate: 4% fixed

Amortization Type: Amortizing. Closed-end (Monthly Payments Required)

Loan Amount: Minimum of \$2,000 and Maximum of \$40,000.

Total Project Cost: The borrower must have sufficient funds necessary to cover the cost of the entire project (as outlined in the bid(s). Additional funds maty come from the borrower's personal savings, bona fide gifts, or other NON Roseville EDA loans.

Loan term: Generally, one year per \$1,000 borrowed. This will be somewhat flexible depending on the size of the loan and the borrower's ability to repay the loan. The minimum term is 1 year; the maximum term will be 10 years.

Eligible Properties: 1-2 unit owner-occupied properties located within the geographical boundaries of the City of Roseville. Townhomes and Condominiums are eligible (interior improvements only). Property must have an Estimated Market Value at or below \$273,000254,900 (which is the City of Roseville's median <u>single family</u> home value for 201720 and to be updated annually). <u>Waivers on value may be</u> granted by the Executive Director of the Economic Development Authority. The property must be at least 25 years old.

Ineligible Properties: Dwellings with more than two units, cooperatives, manufactured homes, time shares, properties held in the name of a trust and properties used for commercial purposes.

<u>Eligible Borrowers</u>: All borrowers must be legal residents of the United States, as evidenced by a social security number, Including: U.S. Citizens, Permanent Resident Aliens, Non-Permanent Resident Aliens. TAX IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE.

Ineligible Borrowers: Including but not limited to: - Foreign Nationals, Non-Occupant Co-Borrowers, and Properties held in the name of a trust.

Ownership/Occupancy: Owner- occupied only.

Loan - to - Value Ratio: The ratio of all loans secured by the property, including the new loan, should not exceed 1150% of the property value. Half of the improvement value may be added to the initial property value.

Income Limit: No maximum income limit.

<u>**Debt - to - Income Ratio:**</u> Applicant must have the ability to repay the loan. An applicant who has a debt to income ratio in excess of 550% will be ineligible to receive financing.

<u>Credit Requirements:</u> 1) All mortgage payments must be current and reflect no 30 day late payments history in the past 12 month period (without reasonable explanation) 2) All real estate taxes must be current. 3) No outstanding judgements or collections. 4) Bankruptcy must have been discharged for at least 18 months prior to loan closing. 5) The redemption period on prior foreclosures must have occurred at least 18 months prior to the loan application date. 6) Generally, no more than two 60-day late payments on credit report. Any 60 day late requires a documented explanation and reasonable reasons; medical, unemployment, divorce. 7) No defaulted government loans.

<u>Multiple Loans per Property</u>: More than one loan per property is allowed, however, the outstanding balance(s) cannot exceed \$40,000.

<u>Eligible Use of Funds</u>: Loans may be used to finance most interior and exterior improvements that improve the basic livability of the property. Garages, decks, porches, retaining walls, skylights, landscaping and fences can be repaired, replaced or built as new construction. Contractors must be properly licensed and permits must be obtained when required.

Ineligible Use of Funds: Payment for work initiated prior to the loan being approved and closed, unless due to emergency. Recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas, whirlpools, etc.), furniture, non-permanent appliances (unless part of a full kitchen remodel), and funds for working capital, debt service, homeowner labor or refinancing existing debts are NOT allowed.

<u>**Bids:**</u> 21 bids is are required when the work from any one contractor exceeds \$5,000. All contractors must be properly licensed, as required by the City of Roseville.

Sweat Equity / Homeowner Labor: Work may be performed by property owners on a "sweat equity" basis. Loan funds may be used only for the purchase of materials. Loan funds cannot be used to rent tools/ equipment or compensate for labor. The property owner will provide evidence to CEE that they have the ability to complete the work.

<u>Home Energy Audits</u>: All homes are required to complete a Home Energy Audit through the Home Energy Squad (HES) prior to loan closing. The energy audit (within the past 3 years) is required for any

type of home improvement, interior or exterior. Fees for the HES visit are not part of this program budget.

<u>Remodeling Advisor Visit (RAV)</u>: The Remodeling Advisor Visit provides rehabilitation and/or remodeling advice upon request of the resident. The intent is to help residents improve their homes by providing technical assistance before and during the bidding and construction process. All home-owners are eligible for this service regardless if applying for the Roseville Revolving Loan Program or not. This visit is not required.

Post Installation Inspection: Permits must be obtained and signed off by a City inspector where required; when not required, a post installation inspection will be performed by CEE to ensure the work has been completed before any funds will be released.

Loan Security: All loans will be secured with a mortgage in favor of the Roseville Economic Development Authority. Borrower will pay all applicable title and filing fees, which may be financed in the loan amount.

Borrower Fees: Borrower will be responsible for a 1% origination Fee, mortgage filing and service fees, flood certificate and credit report fees all which may be financed in the loan amount.

<u>Underwriting Decision</u>: Applicants must have acceptable credit history. CEE will approve or deny loans based on a credit report, income verification and other criteria as deemed necessary through CEE's underwriting guidelines. CEE's decision shall be final. Appeals can be made to the Roseville Economic Development Authority.

Work Completion: All work must be completed within 120 days of the loan closing. However, when warranted, CEE may authorize exceptions on a case by case basis.

General Program Conditions

<u>Application Processing</u>: Loans will be distributed on a first come first serve basis as borrowers qualify. Applicants must provide a completed application package including the following in order to be considered for funding.

- Completed and signed application form
- Proof of income
- Bids or estimates for proposed projects
- > Other miscellaneous documents loan officers may require.

<u>Contractors/Permits</u>: Contractors must be properly licensed to work in the City of Roseville. Permits must be obtained when required by city ordinance.

<u>Program Costs</u>: Loan origination, post installation inspection and remodeling advisor visit fees will be paid out of the Program Budget. Loan program marketing efforts will be billed directly to the REDA and

is a separate expense should the REDA choose to commission CEE for marketing support. Borrowers will pay all mortgage filing fees and related closing costs.

Total Project Cost: It is the borrower's responsibility to obtain the amount of funds necessary to finance the entire cost of the work. In the event the final cost exceeds the original loan amount, the borrower must obtain the additional funds and show verification of the additional funds in order to be approved for the loan.

Disbursement Process: Payment to the contractor (or owner in sweat equity situations) will be made upon completion of work. An inspection will be performed by a City Inspector and/or CEE to verify the completion of the work. The following items must be received prior to final disbursement of funds:

- Final invoice or proposal from contractor (or materials list from supplier);
- Final inspection verification by a City Inspector (or CEE);
- Completion certificate(s) signed by borrower and contractor;
- Lien waiver for entire cost of work;
- Evidence of city permit (if required)

Request for economic development authority action

Date: 11/4/2019 Item No.: 6

Department Approval

Executive Director Approval

Janue Gundiach

Yam / Truge

Item Description: Receive Economic Development Activity Report

1 BACKGROUND

- 2 Staff provides the Roseville Economic Development Authority (REDA) with an annual update of
- ³ economic development programs and activities. A PowerPoint presentation was made at the Roseville
- ⁴ Business Council meeting on October 23, 2019, which provided an update on development activity in
- 5 Roseville for 2019 to-date (Attachment A). Rather than repeat the full presentation to the REDA, staff
- is providing it as informational material for members who were not present as the Roseville Business
- 7 Council meeting. Should the REDA have questions in regards to the content of the update, staff would
- ⁸ be happy to address those questions.
- 9 Additionally, Golden Shovel provides quarterly analytic reports for marketing activity, social media
- ¹⁰ outreach, webinar training and resources through Grow Roseville. This quarter's report is also attached
- 11 for informational purposes (Attachment B). Staff would be happy to address any questions in regards to
- 12 this material as well.

13 STAFF RECOMMENDATION

- 14 There will not be any formal presentation of this information, rather it is for REDA review. Staff will
- ¹⁵ be prepared to address any questions the REDA may have.

16 **REQUESTED COUNCIL ACTION**

- 17 There will not be any formal presentation of this information, rather it is for REDA review. Staff will
- 18 be prepared to address any questions the REDA may have.
- 19 Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager 651-792-7086

Attachments: A: PowerPoint Presentation Roseville Business Council meeting October 23, 2019

B: Golden Shovel Third Quarter 2019 Activity Report

Attachment A

2019 Economic

Development Activities



Community Development Department Economic Development Team

Attachment A

Business Retention & Expansion Program



2019 Economic Development Activities

Business Retention and Expansion

AMBASSADOR VISITS

Xcel Energy SeaQuest

BUSINESSES VISITED

TSE Inc Otis Elevator Bent Brewstillery FICO Veritas Cardinal Health AirGas Whelan Security Amano McGann Assured Partners of Minnesota Artistic Finishes CTV North Suburbs





2019 Economic Development Activities

Business Retention and Expansion – Workforce Development

WORKFORCE DEVELOPMENT TOOLS

Roseville Area Job & Career Fair (April 9, 2019)

- Partnership with Roseville Area Schools
- 70+ Registered exhibitors
- Hundreds of attendees
- Positive feedback
- Early planning stages for 2020 Fair

LIST OPENINGS WITH GROW ROSEVILLE

GrowRoseville.com Job Listings module

- Actively being used
- Submit job openings for approval

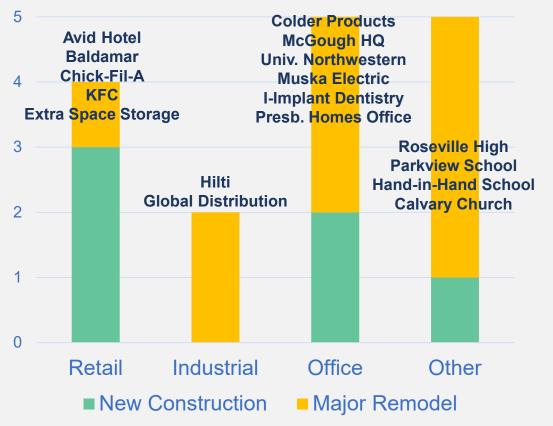




2019 Economic Development Activities

Business Retention and Expansion – Commercial Permit Activity

Major Commercial Projects



COMMERCIAL/MULTI-FAMILY

New Construction Valuation

Year-to-date 2019: Record-breaking numbers, average of previous 5 years: \$35.9 million

\$57.9 million

Remodel/Alteration/Expansion Valuation

Year-to-date 2019: Record-breaking numbers, average of previous 5 years: \$32.3 million

\$45.9 million

RESIDENTIAL

8 single-family or townhome new construction permits; 4 additional permits in plan review

Notable projects

6 new townhomes being built next to Rose of Sharon, first phase of Edison Apartments to be completed Spring 2020



Business Council

10 Events in 2019:

- MN DEED Programs: Oriana Casale
- State of the City Address
- Metropolitan Council update
- HospitalityMN: Liz Rammer
- Legislative Recap (Jamie Becker-Finn, John Marty)
- Commercial Market update: Tatanka Real Estate
- Census 2020 Update
- Public Safety for Local Business: Roseville Fire/Police
- Ramsey County Econ. Dev. plans / Open to Business
- Roseville Economic Development Update

BUSINESS EXCHANGE COMING UP!

Wednesday, December 4th 4:30pm-6:00pm Courtyard by Marriott





Business Education Series

Events hosted in Roseville, Shoreview, Maplewood

- Succession Planning April 9, 2019
- HR Best Practices May 15, 2019
- Traction June 11, 2019
- Healthcare Affordability for Small Business August 13, 2019

2020 Dates and Topics yet to be finalized

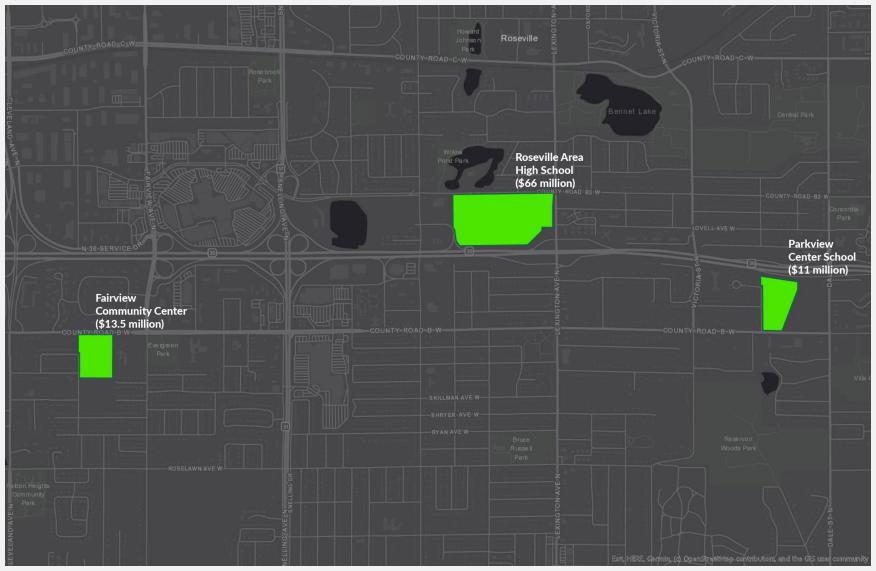




Upcoming Development Projects

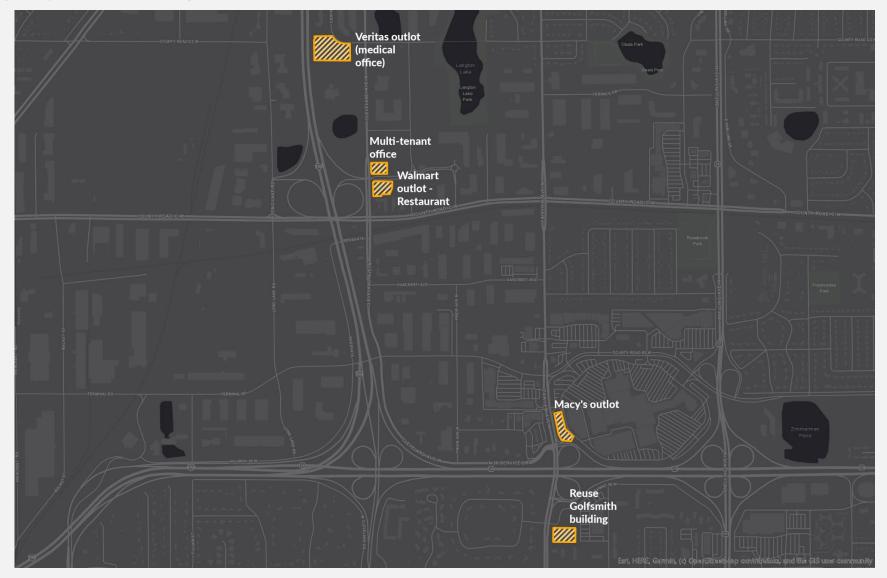


Upcoming Projects – Roseville School District





Upcoming Projects – Initial Inquiries





Upcoming Projects – Concept Development





2019 Economic Development Activities

Upcoming Projects – Pending or Underway





2019 Economic Development Activities

Upcoming Projects – Rosedale Center

Rosedale Center expansion

- Redevelop Herberger's space
- Decked parking
- Senior and General Occupancy Housing
- Hotel
- Public gathering/event space
- Interior/exterior digital experience
- Development of pad sites on periphery
- Baldamar (upscale steakhouse): Opened Oct. 16th
- Potluck (replacing Revolution Hall):

Grand Ole Creamery, Smack Shack, Nordic Waffles, Burger Dive, Betty & Earl's, Obachan Noodles, Chicken and Chickpea













Upcoming Projects – Twin Lakes Station

Boater's Outlet Redevelopment

- 224 family affordable apartments
- 252 senior affordable apartments
- 56,000 sf of retail Grocery, bank, etc
- \$130 million investment







2019 Economic Development Activities

Housing – Development Activity

Initial Inquiry:

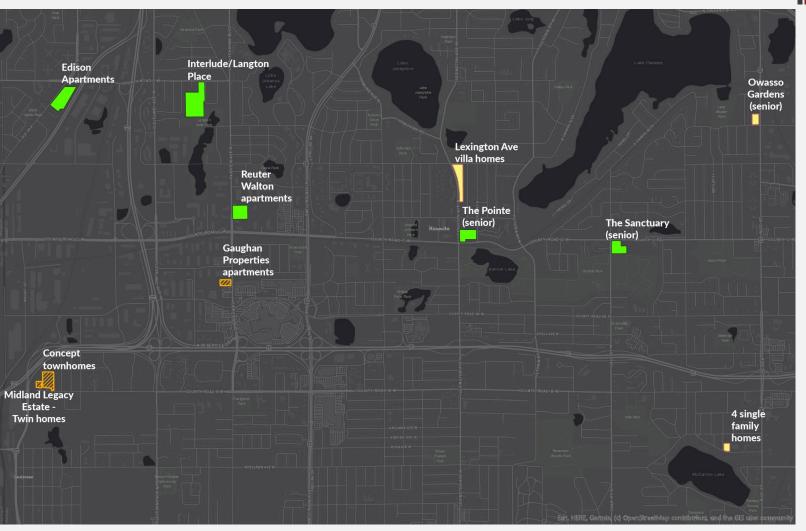
Lexington Ave villa homes County Road B townhomes Midland Legacy Estate twin homes Gaughan Companies apartments (former fire station)

Pending:

Owasso Gardens (Senior affordable: 60 units) Edison Apartments (Phase II, affordable 59 units) Edison Apartments (Phase III, market rate 117 units) 4 Single family homes at Armory site 6-8 twin homes, Eustis & County Rd B Langton Place (transitional care, independent senior)

Ongoing Projects:

The Sanctuary (2600 Dale St, 103 units) The Pointe (2650 Lexington Ave, 93 units) Edison Apartments (Phase I: 59 units) Reuter Walton (2740 Fairview Ave, 117 units) Interlude (1910 County Rd D, restorative care)





Programs



Housing Programs

Existing Programs

- Housing Replacement Program
- Neighborhood Enhancement Program
- Abatement Program
- Energy Audits for Roseville residents
- Lending Center (CEE) Home Improvement Advice
- New home owner mailings

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, beamtiful 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 eda@CityofRoseville.com, or call us at 651-792-7015.

We look forward to serving your needs.





Housing Replacement Program

Staff continually receives inquires to review properties to see if they meet the guidelines.

Neighborhood Enhancement Program

Businesses and Residential Properties Inspected – 3,271 Number of violations – 284 Percentage of violations – About 9% Vehicles – 94 Property Maintenance – 21 Debris – 57 Outside Storage – 52 Grass/Weeds – 38

Abatement Program

9 Approved Abatements (only 1 performed) \$3,214.90 - Total Cost to Date

Lending Center - 2019 year-to-date

Residential Advisor Visits: 6 Roseville Revolving Loans Currently in Process: 5 CEE Loans: 5

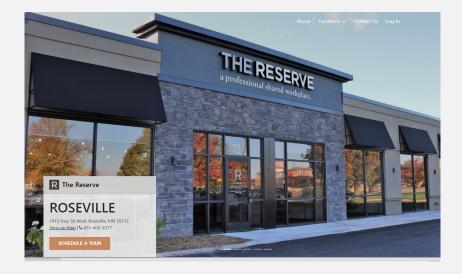


Business Retention and Expansion – Grow Your Business!

Open to Business – Now in Ramsey County!

- FREE, confidential business advice
- Business/strategic plans
- Regulatory, tax, licensing training
- Marketing and communications
- Help identify borrowing/financing options





612-789-7337 Office in The Reserve starting November 1! 1915 Highway 36

https://www.mccdmn.org/open-to-business



Public Financing



Public Financing – McGough Construction headquarters



Subsidy

\$17.1 Million total development costs

- EDA assistance \$1.3 million of tax increment financing (26 year term)
- SAC fee waiver
- TIF#17a HSS environmental funds (Public Assistance Less 9% of Total Costs)



Resulting Project

Remediated asbestos and soil contamination Rehabilitated warehouse into unique open office Modern office addition Retained 175 jobs consolidating 30 from WB New valuation: \$7.2 million



Public Financing – Colder Products Company headquarters



Subsidy

\$26 million total development costs

- \$2.2 million of tax increment financing (26 year term)
- Ramsey County Environmental Response Funds
- TIF #17a HSS environmental funds

(Public Assistance less 13% of total development costs)



Resulting Project

Cleaned contaminated site 135,000 sf office/clean room/assembly 350 jobs New valuation: \$14.9 million



Public Financing – Reuter Walton apartments/office



FAIRVIEW APARTMENTS

Subsidy

Apartments: \$29 million total development costs

- \$2.9 million of tax increment financing (15 year term)
- City HSS environmental funds
 Dublic Accietance 12% of Total Devaluation

(Public Assistance 12% of Total Development Costs)

Office: \$13.5 million total development costs

• \$650,000 of tax increment financing (10 year term) (Public Assistance 5% of Total Development Costs)





117 units of market-rate rental housing (first in 30+ years)

60,000 sf medical office Retain Tareen Dermatology (60 jobs)



Public Financing – Twin Lakes Station mixed use







Subsidy

Family/Senior Apartments: \$130 Total Development Costs

- \$7.4 million of tax increment financing (17 year term)
- Applying for environmental cleanup funds from Metropolitan Council, DEED, and Ramsey County (Public Assistance 7% of total development costs)



Conceptual Project

Redevelop underused Boater's Outlet site and environmental cleanup

224 units of family affordable rental housing 252 units of senior affordable rental housing

56,000 sf of retail

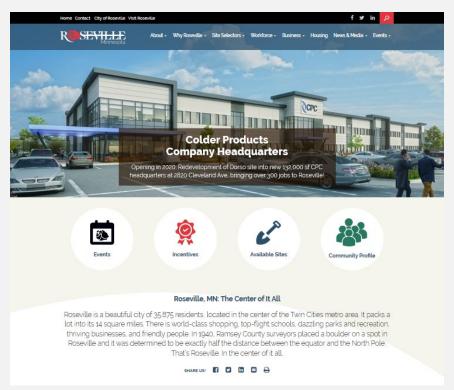


Economic Development Marketing



Economic Development Marketing

www.GrowRoseville.com



- Business Spotlights: 400-600 word stories, converted into Success Stories
- Ribbon Cuttings/Groundbreakings
- Economic Development news

Ramsey County Economic Development Site – Coming Soon!

- · Local incentives dashboard
- Highlight available development opportunity sites







INCENTIVES

Roseville Tax Increment Financing Tax Increment financing can be utilized to help finance development costs. This program uses the Increase in property tax revenue. Janice Gundiach • City of Roseville, MN

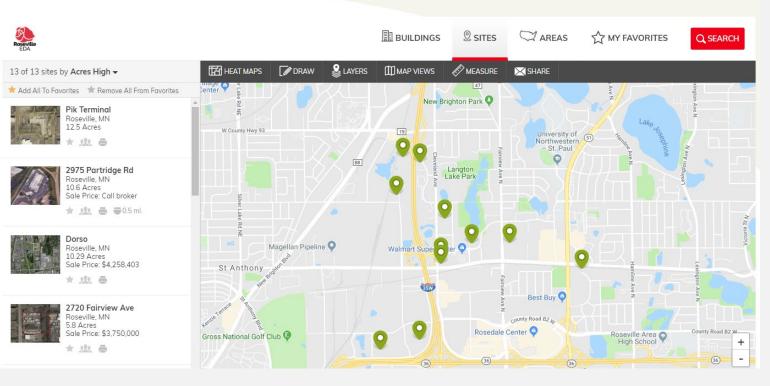


Economic Development Marketing

www.GrowRoseville.com

- Jobs module
- Available sites
- Resource directory
- Financial assistance policy
- Events listing
- Business Success Stories

Available Sites





Economic Development Marketing

Follow us—in print and online!





THANK YOU





Prepared for Q3 2019 City of Roseville, MN 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 Q3 2019

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Website: http://www.growroseville.com/roseville



Recent developments/upgrades to the Economic Gateway Platform

We know how important is to maintain your website current and with the tools that are useful to your audience, this way offering valuable resources for your visitors to be able to find the information they are looking for. With this in mind, our development team continues working to make your website better and easier to work with. We frequently implement client requests to produce responsive tools and improvements and they are available to you at no extra charge. The following are the most recent developments completed last quarter:

- News Mass Population Tool A new admin interface has been created to facilitate faster population of standard news article content. The new tool features a markdown editor for fast and integrated formatting while entering content.
- **News Module Social Posting** The integrated tools for posting new articles to Facebook, Twitter, and LinkedIn directly from the article have been expanded to incorporate images and allow for immediate posting upon save.
- News OG Field Pre-Population The news module has been modified to pre-fill the majority of OG fields (used for social media posts) for newly created articles. Custom content can still be entered as needed, but the use of default information will speed the population of news articles.
- Jobs Field Formatting The Qualifications, Responsibilities, and Other Info fields have been upgraded to provide WYSIWYG formatting controls for those working in the admin.

Get in touch with our Gatekeeper team for further details about these and other improvements available for your website. In the meantime, we will continue developing more additions and upgrades to provide you with the best available support and cutting-edge tools, according to the new trends in the economic development industry.



We've been busy...and we love it!

Our team has been busy attending conferences and other events, state and national, connecting with economic development experts and colleagues that are well-versed in the most relevant areas related to the industry. We have had the opportunity of learning about new trends and also brought back innovative ideas that we look forward to share and implement soon. Here is a quick list of the most relevant events we attended:



- Mid America EDC Best Practices Conference Milwaukee, WI, July 17-19
- <u>SEDC Annual Conference</u> New Orleans, LA August 4-6
- <u>OEDC Governor's Economic Development and Workforce Summit</u> Edmond, OK August 12-13

We are now gearing up for the next conferences in our list, the <u>TEDC Annual Conference</u> (October 9-11, San Antonio, TX) and the <u>IEDC 2019 Annual Conference</u> (October 13-16, Indianapolis, IN). Both events will be great opportunities for us to learn and explore about new and relevant topics from economic development professionals from across the country and around the world, but hey also will be can't-miss opportunities for us to reconnect with many of our clients and friends. If you're planning on attending, please let us know, it would be great to connect!

Learn from the experts.

It's not easy to stay on top of the new strategies and trends that come into the scene day to day, right? The good news is that you are always welcome to join our free expert webinars! These webinars are part of our commitment to stay on top of economic development trends and technologies. We take that seriously and the best part of it is that they are and will always be a free resource for you and your team.



Don't stay behind, visit our **website** today and save your seat for our next session. The following are webinars we hosted last quarter, if you couldn't join any of them, don't worry, we got you covered...just click **here** to get access to the recordings!



- Do I really need a newsletter? And other quick tips for inbound marketing During this webinar we guided the audience through the importance of a strong email list and how to best use it for inbound marketing. We covered topics including how to build your email list, why it's important, and how to schedule newsletters and build your audience for a strong inbound marketing campaign.
- Why Invest Part 1 Packaging your community for a successful future Golden Shovel Agency and Convergent Nonprofit Solutions joined forces in this 2-part webinar series "Why Invest," focusing on capital campaigns, their impact to economic development, and how to package your community for successful investment. Have you ever wondered how other communities are able to add valuable assets to their community such as community centers, or to raise money for a new P3?
- Why Invest Part 2 Packaging your community for a successful future Part 2 of "Why Invest" with Golden Shovel agency and Convergent Nonprofit Solutions continues the discussion on packaging your community for successful investment for economic development by showcasing case studies from economic development groups who have completed successful fundraising campaigns that led to positive investments in their communities for years to come.

Join Our Next Free Webinar: Chamber / EDO Mergers Pros, Cons, and Unintended Consequences



Golden Shovel and National Community Development Services recently released a white paper exploring many of the issues related to the ongoing trend of organizational mergers / consolidation in the Chamber

and economic development world. Tom DiFiore, President of **National Community Development Services** (**NCDS**), will highlight in this webinar the findings and recommendations from leaders who have been through the merger process. If you – or your community's leaders – have thought about a possible merger, tune in to learn the potential benefits, negative impacts, and what to know about the process. **The webinar will be October 24th**, **2019 at 11:00 AM CST. Webinar is free and you can attend at no charge but space is limited.** <u>Save your seat here!</u>

Is your strategy plan working?

Your website strategy is the foundation to growing your visitors and attracting workers and businesses. Our GateKeeper's know your strategy and your community. We are your watchdog for success. Coupled with a strong strategy is the right metrics and analytics.



Have you figured out what your content should be about? Your goals will determine the type of content you put on your website and will also help you measure the effectiveness of your site over time. To develop goals for your website, you need to consider what you want your website to accomplish. Imagine you are the ideal person you want to visit your website. What would you expect to find? Take the time to create content with messaging

that gives your audience exactly what they are looking for.What type of information would be valuable to you?

To meet your goals, develop a strategy to measure your progress. Think about the factors that indicate success to you. These could include the number of contact forms completed, the number of visitors you receive, the amount of time visitors spend on your site, or the number of pages they view.



One good rule of thumb is: Don't make your content about you. Make it about your audience and about the stories they love.

Numbers don't lie. As your organization changes and evolve over time, so will your website goals. You should develop a clear strategy that maps out exactly what you want your website to accomplish, and measure its effectiveness on a regular basis. The ultimate goal of reviewing data is to take action, based out of real information you have, so you can use this information to expand and increase results. By doing this and focusing on what motivates and engages your audience and having the ability to create and share the content they want, your website will stop being just another online page and **it will become a resource to your audience.**

Yes, it was a busy summer, which is a great thing for the company, but the best of all is that we're looking forward to an awesome fourth quarter now that fall has arrived. Cheers!

The Golden Shovel Team.



Metrics

The following data and metrics will provide you with an overview of your website's performance through Q3 2019. These metrics will be useful for you to make adjustments and plan ahead in order to get the greatest outcome out of your website strategy.



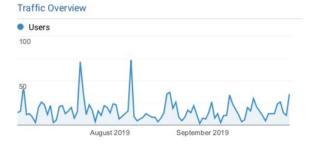


Quarterly Analytics Report - Overview

Go to report

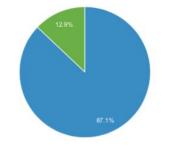
Jul 1, 2019 - Sep 30, 2019





New Visitors vs. Returning Visitiors

New Visitor Returning Visitor



Users by Country

ountry	Users
United States	1,216
Bangladesh	19
Canada	18
Brazil	12
United Kingdom	4
Indonesia	4
India	4
Philippines	4
Nigeria	з
Australia	2

Users	
1,308 % of Total: 100.00% (1,308)	while
New Users	
1,239 % of Total: 100.00% (1,239)	entertain
Sessions	
1,629 % of Total: 100.00% (1,629)	whitren
Number of Sessions per User	
1.25 % of Total: 100.00% (1.25)	
Pageviews	
3,154 % of Total: 100.00% (3,154)	whenter
Pages / Session	
1.94 Avg for View: 1.94 (0.00%)	derchancer
Avg. Session Duration	
00:01:15 Avg for View: 00:01:15 (0.00%)	mbanes
Bounce Rate	
66.61% Avg for View: 66.61% (0.00%)	-
Device	
Device Category	Users
desktop	855
mobile	366
tablet	87



Analytics All Web Site Data

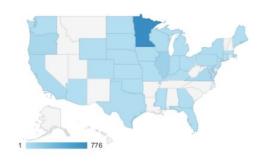
Quarterly Analytics Report - Acquisition

Go to report

Jul 1, 2019 - Sep 30, 2019

All Users 100.00% Sessions

Locations



Higher Traffic / Pages

Page Title	Users	Pageviews
Development Activity	457	689
Roseville Economic Development Authority (REDA)	447	777
Universal Report	85	96
Roseville Mn	69	110
Calyxt Aims To Create Healthier Food Ingredients	61	76
Roseville, MN Available Sites	60	80
Business Events in Roseville	59	72
Roseville News & Media	57	71
Business Incentives in Roseville	49	76
Roseville Business Resources	43	55

Higher Traffic / States

Region	Users
Minnesota	776
Illinois	114
Oregon	60
Virginia	45
California	40
New York	14
Wisconsin	14
Dhaka Division	14
State of Amazonas	12

Higher Traffic/ Cities

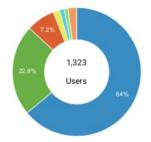
City	Users
Roseville	211
Minneapolis	204
Chicago	107
Saint Paul	102
Shoreview	66
Boardman	58
Ashburn	42
New Brighton	19
Manaus	12
New York	12

Traffic Type



Traffic by Source / Medium

(direct) / (none)
 google / organic
 m.facebook.com / referral
 facebook.com / referral
 t.co / referral
 I.facebook.com / referral
 Other





Lead Forensics

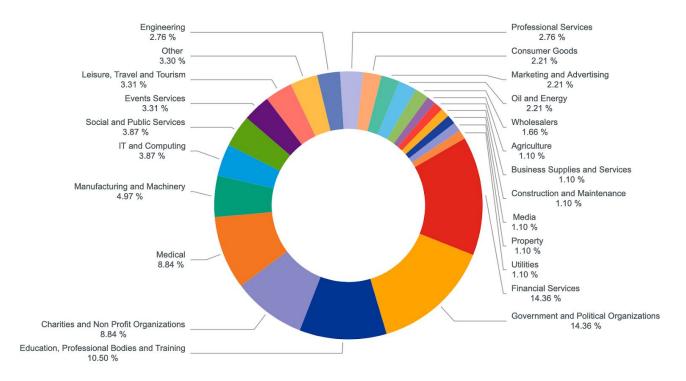
Date Range: Jul 1 2019 - Sep 30 2019

Report: Visitor Statistics (Industry)

Print Date: Oct 4 2019 4:35PM

Industry	% of Visits	Number of Visits
Government and Political Organizations	14.36 %	26
Financial Services	14.36 %	26
Education, Professional Bodies and Training	10.50 %	19
Medical	8.84%	16
Charities and Non Profit Organizations	8.84%	16
Manufacturing and Machinery	4.97 %	9
Social and Public Services	3.87 %	7
IT and Computing	3.87 %	7
Leisure, Travel and Tourism	3.31%	6
Events Services	3.31%	6
Professional Services	2.76%	5
Engineering	2.76%	5
Oil and Energy	2.21%	4
Marketing and Advertising	2.21%	4
Consumer Goods	2.21%	4
Wholesalers	1.66%	3
Utilities	1.10%	2
Property	1.10%	2
Media	1.10%	2
Construction and Maintenance	1.10%	2
Business Supplies and Services	1.10%	2
Agriculture	1.10%	2
Plumbing, Heating, Cooling and Ventilation	0.55%	1
Non-Classified Establishments	0.55%	1
Hospitality	0.55%	1
Chemicals	0.55%	1
Aviation and Aerospace	0.55%	1
Automotive	0.55%	1





Report:Visitors Most ActivePrint Date:Oct 4 2019 4:37PM

Category Company Name Telephone Visits Website Pages Location Roseville (MN) Northeast Contemporary Services Inc www.northeastcontemporaryservices.org (651) 636 3343 38 32 **United States** Minneapolis (MN) Walker Methodist (612) 827 5931 17 www.walkermethodist.org 1 United States Brainerd (MN) Brainerd Savings & Loan 2 www.brainerdsavings.com (800) 430 5183 15 United States Saint Paul (MN) Amherst H. Wilder Foundation (651) 228 0484 www.wilder.org 14 14 United States Minneapolis (MN) Northeast Bank. (612) 379 8811 5 www.nebankmn.com 12 United States Minneapolis (MN) Allina Health System www.allinahealth.com (888) 425 5462 12 3 **United States** Fishers (IN) First Merchants Bank www.firstmerchants.com (317) 863 3177 11 4 United States Eagan (MN) TempWorks Software (651) 452 0366 9 1 www.tempworks.com **United States** Shoreview (MN) Mounds View Public Schools www.moundsviewschools.org (651) 621 6000 9 4 United States St Paul (MN) **City Of Shoreview** (651) 490 4600 2 www.shoreviewmn.gov 9 United States Saint Paul (MN) **Ideal Printers** www.idealprint.com (651) 855 1100 8 1 **United States** Roseville (MN) www.mdwstn.org Midwest Stone Management (800) 535 1105 7 1 United States St Paul (MN) Metropolitan Council www.metrocouncil.org (651) 602 1000 7 2 **United States** Arden Hills (MN) Land O'Lakes Inc www.landolakesinc.com (800) 328 9680 7 3 United States Arden Hills Land O'lakes Inc (800) 328 9680 www.landolakesinc.com 6 1 **United States** Roseville (MN) Innovative Power Systems. Inc. www.ips-solar.com (651) 789 5305 6 4 **United States** Roseville (MN) 2 Montage Marketing Services (800) 221 8211 www.montagemarketingservices.com 5 United States

Jul 1 2019 - Sep 30 2019

Date:



Company Name	Location	Website	Telephone	Pages	Visits	Category
Dynamic Air Inc	St Paul (MN) United States	www.dynamicair.com	(651) 484 2900	5	3	
City of Shoreview	Shoreview (MN) United States	www.shoreviewmn.gov	(651) 490 4600	5	3	
Bethel University	St Paul (MN) United States	www.bethel.edu	(651) 638 6400	5	1	
University of Minnesota	Minneapolis (MN) United States	www.twin-cities.umn.edu	(612) 625 5000	4	1	
U.S. Bancorp	Richfield (MN) United States	www.usbank.com		4	3	
The Minneapolis Grain Exchange Inc	Minneapolis (MN) United States	www.mgex.com	(800) 827 4746	4	1	
Omnetics Connector Corporation	Minneapolis (MN) United States	www.omnetics.com	(763) 572 0656	4	4	
Metropolitan Council	St Paul (MN) United States	www.metrocouncil.org	(651) 602 1000	4	2	
McGough	Saint Paul (MN) United States	www.mcgough.com	(651) 633 5050	4	1	
Maplewood Toyota	Maplewood (MN) United States	www.maplewoodtoyota.com	(877) 576 9526	4	1	
Linen Effects Inc	Minneapolis (MN) United States	www.lineneffects.com	(612) 355 2500	4	4	
Inspire Medical Systems Inc	Maple Grove United States	www.inspiresleep.com	(844) 672 4357	4	3	
City of Corvallis OR	Corvallis (OR) United States	www.corvallisoregon.gov	(541) 766 6900	4	3	
Banglalink Digital Communications Ltd	Dhaka Bangladesh	www.banglalinkgsm.com	+880 9885 770	4	1	
University of Northwestern St. Paul	St Paul (MN) United States	www.unwsp.edu	(800) 692 4020	3	1	
University of Minnesota Duluth	Duluth (MN) United States	www.d.umn.edu	(218) 726 8000	3	1	
University of Minnesota	Minneapolis (MN) United States	www.twin-cities.umn.edu	(612) 625 5000	3	3	
United HealthCare Services, Inc.	Minnetonka (MN) United States	www.uhc.com	(952) 936 1300	3	1	

