EDA Members: Dan Roe, Roseville, MN 55113 President **Economic Development Authority** Wayne Groff, **Meeting Agenda** Vice Monday, May 10, 2021 President 6:00pm Robert Willmus, Following guidance from state health Treasurer officials, EDA Members will participate in Jason upcoming meetings electronically Etten pursuant to Minn. Stat. § 13D.021. Julie Strahan Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at www.cityofroseville.com/attendmeeting

- 6:00 P.M. Roll Call 1. Voting & Seating Order: Willmus, Strahan, Etten, Groff and Roe
- 6:02 P.M. Pledge Of Allegiance 2.
- 3. 6:03 p.m. Approve Agenda
- 6:04 P.M. Public Comment 4.
- 5. Business Items (Action Items)
- 5.A. 6:05 PM Visit Roseville Presentation

Documents:

VISIT ROSEVILLE PRESENTATION.PDF

5.B. 6:15 PM Consider An Amendment To Contract For Private Development With Edison Apartments, LLC

Documents:

5B REPORT AND ATTACHMENTS.PDF

5.C. 6:20 PM Receive Golden Shovel Marketing Overview And Discuss A Choose Local Campaign Promoting Small Businesses Post-COVID

Documents:

5C REPORT AND ATTACHMENTS.PDF

7:30 P.M. Adjourn To City Council 6.

Address: 2660 Civic Center Dr.

Phone:

651 - 792 - 7000

Website: www.growroseville.com





Rose 'INGO' June 1 – August 31, 2021



- Participants can download Bingo Cards online at <u>visitroseville.com</u> or pick them up at any local participating restaurant.
- Spend a minimum of \$10 at a participating restaurant then ask your server to sticker their square. Sticker will be imprinted with Visit Roseville logo
- Play Rose 'INGO'! When you get a BINGO (5 restaurants stickered in arow, column, or diagonal) take a picture of your card and post it to the Roseville Restaurant Rose 'INGO' Facebook event. Tag the restaurants in your bingo and use the hashtag #EatLocalRoseville. Alternatively, mail your completed card to Visit Roseville: 1700 Hwy36 W, Suite 600, Roseville, MN 55113.
- One completed bingo winner will be randomly selected weekly to receive a \$100.00 gift card from a participating Roseville restaurant.
- All fully covered boards will be entered to win \$300 worth of participating restaurant gift cards at the end of the promotion.
- For full sweepstakes rules go to visitroseville.com/roseingo

Social Media Tags: #eatlocalroseville #visitrosevillemn

We will be hiring 4 local food influencers with large followings to help us promote at staggered times during run of program. They will write and post on their social media accounts.









@eatswithjason 23.4k followers

@hungrygirl_mpls
10k followers

@minneapolis_foodie 3.4k followers @shawnsrodgers 12.3k followers



Request for economic development authority action

Date:	5/10/2021
Item No.:	5b.

Department Approval

Janue Gundlach

Executive Director Approval

Paren / Trugen

Item Description: Consider an amendment to Contract for Private Development with Edison Apartments, LLC

1 BACKGROUND

On July 17, 2018, the Roseville Economic Development Authority (REDA) entered into a Contract for 2 Private Development with Edison Apartments, LLC (Attachment A). The Contract allowed for the 3 reimbursement of Livable Community Development Account (LCDA) grant funds for improvements 4 consisting of sidewalks, storm water management and solar panels through December 31, 2020. The 5 project has changed from the original LCDA application and the adopted Contract for Private 6 Development that was adopted on July 17, 2018. Those changes consist mostly of unit make-up of 7 affordable verses market rate and the project completion timeline. The following is a comparison of what 8 was originally proposed and what is known to-date about the overall project: 9

10

	Proposal on 7/17/2018	Proposal as of 5/10/2021
Total Number of Units	209	~209 (not yet finalized)
Total Number of Market Rate Units	149	~91 (not yet finalized)
Total Number of Affordable Units	60	119
Total Number of Special Need	8 Homeless and	12 Homeless and
Units	4 Disabled	10 Disabled Total
Site Plan Green Space	See Attachment B	See Attachment C

11

REDA staff worked with the Metropolitan Council and were able to extend the LCDA grant two-year through December 31, 2022. This extension needs to be reflected in an amended Contract for Private Development with the REDA that reflects the new completion date and the revised minimum improvements that will be developed at this time (Attachment D). The amendment will also only reflect the two affordable development phases as the total number of market rate units and construction commencement of those units has not been fully determined at this time. The amendment to the Contract for Private Development addresses the following items in the agreement:

19 20

21

- What the minimum improvements are in order to receive the grant funds,
- Grant disbursements,
- Extension of the completion date, and
- Update of the legal description for the properties (Exhibit A of the contract).
- 23 24
- 25
- 26
- 27 **BUDGET IMPLICATIONS**

- ²⁸ There are no budget implications for the REDA as the LCDA grant was awarded to the REDA, but is
- ²⁹ project specific to Edison Apartments. The grant funds are passed through to the developer for approved
- 30 grant activities only.

31 STAFF RECOMMENDATION

- Staff recommends the REDA authorize the amendment to the Contract for Private Development with Edison Apartments, LLC.
- 34 **REQUESTED REDA BOARD ACTION**
- ³⁵ Motion to adopt the Resolution authorizing the amendment to the Contract for Private Development with
- 36 Edison Apartments, LLC.

Attachments:

- 37
- ³⁸ Prepared by: Jeanne Kelsey, Housing Economic Development Program Manager, 651-792-7086
 - A: Contract for Private Development with Edison Apartments, LLC dated July 17, 2018
 - B: Site Plan as of July 17, 2018
 - C: Site Plan dated May 10, 2021
 - D: Amendment to Contract for Private Development with Edison Apartments, LLC
 - E: Resolution Authorizing Amendment for Contract for Private Development with Edison Apartments, LLC

CONTRACT FOR PRIVATE DEVELOPMENT

By and Between

ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY

and

EDISON APARTMENTS, LLC

Dated as of: July 17, 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 ALegal DescriptionSCHEDULE BForm of Certificate of Completion

٠.

e.

CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made on or as of the 17th day of July, 2018, by and between ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (the "Authority"), established pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (hereinafter referred to as the "Act"); and EDISON APARTMENTS, LLC, a Minnesota limited liability company ("Developer").

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, the Authority believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Development District has been undertaken and is being assisted.

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

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

ARTICLE I

Definitions

Section 1.1. <u>Definitions</u>. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means the Economic Development Authority Act, Minnesota Statutes, Sections 469.090 to 469.1081, as amended.

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

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Authority" means the Roseville Economic Development Authority, or any successor or assign.

"Authority Representative" means the Executive Director of the Authority, or any person designated by the Executive Director to act as the Authority Representative for the purposes of this Agreement.

"Business Days" means Mondays through Fridays, except such days on which banks are permitted or required to close under State law.

"Business Subsidy Act" means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification provided to Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

"City" means the City of Roseville, Minnesota.

"Closing" has the meaning provided in Section 3.3(b).

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

"County" means the County of Ramsey, Minnesota.

"DEED" means the State Department of Employment and Economic Development.

"Developer" means Edison Apartments, LLC or its permitted successors and assigns.

"Development District" means the Authority's Development District No. 1.

"Development Plan" means the approved development plan for the Development District.

"Development Property" means the real property so described in Schedule A attached hereto.

"Event of Default" means an action by Developer listed in Article IX of this Agreement.

"Grant" means the Livable Communities Demonstration Grant from the Met Council, in the amount of \$2,045,295.

"Holder" means the owner of a Mortgage.

"Met Council" means the Metropolitan Council.

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

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

"State" means the State of Minnesota.

"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

Section 2.1. <u>Representations by the Authority</u>. The Authority makes the following representations as the basis for the undertaking on its part herein contained:

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

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

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

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

(e) Authority has received no written notice or communication from any local, state or federal official that the activities of the Authority or Developer in the Development District are in violation of any environmental law or regulation. Authority 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.

Section 2.2. <u>Representations and Warranties by Developer</u>. Developer represents and warrants that:

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

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

(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.]

ARTICLE III

Conveyance of Property

Section 3.1. <u>Status of the Property</u>. As of the date of this Agreement, the Developer, or an Affiliate of the Developer, has entered into purchase agreements with a third party to acquire the Development Property described in Schedule A. The Authority has no obligation to purchase the Development Property or any portion thereof.

Section 3.2. <u>Soils, Environmental Conditions</u>. The Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property. The Developer further agrees that it will indemnify, defend, and hold harmless the Authority, the City, and their governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Development Property.

Section 3.3. <u>Grant Disbursement</u>.

(a) The Authority has obtained, or has covenanted to apply for, the following grants to finance costs ("Grant-Eligible Costs") related to the following activities (the "Grant-Eligible Activities"):

(1) To finance a portion of the costs of necessary site work on the Development Property, including sidewalk, solar panels, and storm water management, the Authority has applied for and received the Grant in the amount of \$2,045,295.

(2) To finance a portion of environmental remediation of soils on the Development Property, the Authority will apply for an ERF grant from the County during the County's Fall 2018 application cycle.

(3) To finance a portion of the environmental remediation on the Development Property, the Authority will apply for a TBRA grant from Met Council during Met Council's Fall 2018 application cycle.

(b) The Authority will pay or reimburse the Developer for Grant-Eligible Costs from and to the extent of grant proceeds received in accordance with the terms of the respective approved and executed grant agreements and the terms of this Section. Notwithstanding anything to the contrary herein, if Grant-Eligible Costs exceed the amount to be reimbursed under this Section, such excess shall be the sole responsibility of the Developer.

(c) All disbursements will be made subject to the conditions precedent that on the date of such disbursement:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. <u>Construction of Minimum Improvements</u>. Subject to all other terms and conditions of this Agreement including Developer's use of the Grant, Developer agrees that it will construct, or cause to be constructed, the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be operated, maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

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

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the Authority and/or any changes in the Construction Plans requested by the Authority. Neither the Authority, the City, nor any employee or official of the Authority or City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the Authority. (b) If Developer desires to make any material change in the Construction Plans after their approval by the Authority, Developer shall submit the proposed change to the Authority for its approval. A material change means a change in the Construction Plans that, in the reasonable opinion of the Authority, adversely affects the general design, appearance, or quality of the Minimum Improvements. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the Authority shall approve the proposed change and notify Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The Authority's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. <u>Commencement and Completion of Construction</u>. Subject to Unavoidable Delays, extensions of time requested by the Developer and reasonably agreed to by the Authority, or any delay otherwise permitted under this Agreement, the Developer shall commence, or cause to commence, construction of the Minimum Improvements by June 1, 2019, and substantially complete, or cause to be completed, construction of the Minimum Improvements to be constructed on the Development Property shall substantially conform to the Construction Plans as submitted by Developer and approved by the Authority. For purposes of this Agreement, commencement of construction shall mean commencement of site grading on the Development Property.

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

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

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

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

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

ARTICLE V

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

Delinguent Taxes and Review of Taxes

[Intentionally omitted.]

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Attachment A

ARTICLE VII

Financing

Section 7.1. [Reserved.]

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

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

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

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. <u>Representation as to Development</u>. Developer represents and agrees that its, or its Affiliate's, purchase of the Development Property or portions thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement</u>. Developer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

Events of Default

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

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

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

(b) Cancel and rescind or terminate the Agreement.

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

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

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

Section 9.4. <u>No Additional Waiver Implied by One Waiver</u>. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the

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

ARTICLE X

Additional Provisions

Section 10.1. <u>Conflict of Interests</u>; <u>Authority Representatives Not Individually Liable</u>. The Authority and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the Authority shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

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

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

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

Section 10.5. <u>Titles of Articles and Sections</u>. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

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

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

Section 10.7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. <u>Recording</u>. The Authority may record this Agreement and any amendments thereto with the Ramsey County recorder. Developer shall pay all costs for recording.

Section 10.9. <u>Amendment</u>. This Agreement may be amended only by written agreement approved by the Authority and Developer.

Section 10.10. <u>Authority Approvals</u>. Unless otherwise specified, any approval required by the Authority under this Agreement may be given by the Authority Representative.

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

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

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

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 Ale
Its President, Dan Roe
By
Its Executive Director, Patrick Trudgeon

STATE OF MINNESOTA)) SS. COUNTY OF RAMSEY)

> DAWN MARIE O'CONNOR Notary Public-Minnesota My Commission Expires Jan 31, 2021

The foregoing instrument was acknowledged before me this <u>19th</u> day of <u>July</u> 2018, by <u>Doniel Roe</u> and <u>Retrick Tradgeon</u>, 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 Z day of 2018 by Jamie Theen, 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

SARAH B. NIETERS NOTARY PUBLIC - MINNESOTA My Comm. Exp. Jan. 31, 2022

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.

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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 July 17, 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__.

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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

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CONCEPT SITE PLAN - EDISON

ROSEVILLE, MINNESOTA



Attachment C





FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

This Amendment is made as of ______, 2021, by and between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the "Authority") and Edison Apartments, LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the Authority and the Developer entered into that certain Contract for Private Development dated as of July 17, 2018 (the "Agreement"), providing, among other things, for the construction by the Developer of certain improvements (the "Minimum Improvements") on the property legally described in Exhibit A hereto (the "Development Property") and certain grant administration assistance by the Authority to reimburse certain qualified costs of the Developer; and

WHEREAS, the parties desire to amend the Agreement to clarify certain provisions and to extend the required date of completion pursuant to the terms of the Grant Agreement as amended by Met Council (as such terms are defined hereinafter).

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

1. <u>Amendment to Section 1.1 of the Agreement</u>. The definition of "Minimum Improvements" in Section 1.1 of the Agreement is amended as follows:

"Minimum Improvements" means the construction on the Development Property of: (a) a multifamily rental housing facility located at 3110 Old Highway 8 (Edison 1) comprising approximately 59 units of housing affordable to residents with incomes at or less than 60% of area median income, and incorporating supportive services serving individuals or families formerly experiencing long-term homelessness; and (b) a multifamily rental housing facility located at 3080 Old Highway 8 (Edison 2) comprising approximately 60 units of housing affordable to residents with incomes at or less than 60% of area median income, and incorporating supportive services serving approximately 60 units of housing affordable to residents with incomes at or less than 60% of area median income, and incorporating supportive services serving individuals or families formerly experiencing long-term homelessness; as well as public sidewalk along Old Highway 8; stormwater management facilities including infiltration/storage swales and/or tanks along with rain gardens; and roof and carport solar photovoltaic cells.

2. <u>Amendment to Section 3.3 of the Agreement</u>. Section 3.3 of the Agreement is amended and replaced in its entirety as follows:

Section 3.3. <u>Grant Disbursement</u>.

(a) The Authority has obtained the Grant in the amount of \$2,045,295, to finance a portion of the costs ("Grant-Eligible Costs") of necessary site work on the Development Property, including sidewalk, solar panels, and storm water management (the "Grant-Eligible Activities"):

(b) The Authority will pay or reimburse the Developer for Grant-Eligible Costs from and to the extent of grant proceeds received in accordance with the terms of the approved and executed Livable Communities Demonstration Account Grant Agreement No. SG-09032 between the Authority and Met Council, dated as of August 21, 2018, as amended by a First Amendment and Extension thereto, dated as of July 30, 2020 (as so amended, the "Grant Agreement") and the terms of this Section. Notwithstanding anything to the contrary herein, if Grant-Eligible Costs exceed the amount to be reimbursed under this Section, such excess shall be the sole responsibility of the Developer.

(c) All disbursements will be made subject to the conditions precedent that on the date of such disbursement:

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

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

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

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

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

(e) If the Developer has performed all of its agreements and complied with all requirements theretofore to be performed or complied with hereunder, including satisfaction of all

applicable conditions precedent contained in Article III hereof, the Authority shall make a disbursement to the Developer in the amount of the requested disbursement or such lesser amount as shall be approved, within twenty (20) Business Days after the date of the Authority's receipt of the draw request, or, if later, upon receipt of grant proceeds from Met Council, as the case may be. Each disbursement shall be paid from the Grant, subject to the Authority's determination that the relevant Grant-Eligible Cost is payable pursuant to the Grant Agreement.

(f) The making of the final disbursement by the Authority under this Section shall be subject to the condition precedent that the Developer shall be in compliance with all conditions set forth in this Section and further, that the Authority shall have received a lien waiver from each contractor for all work done and for all materials furnished by it for the Grant-Eligible Activities.

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

3. <u>Amendment to Section 4.3 of the Agreement</u>. Section 4.3 of the Agreement is amended as follows:

Section 4.3. <u>Commencement and Completion of Construction</u>. The Developer commenced construction of the Minimum Improvements by June 1, 2019. Subject to Unavoidable Delays, the Developer shall complete the construction of the Minimum Improvements by December 31, 2022. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the Authority. For purposes of this Agreement, construction was deemed to commence upon the commencement of site improvement activities necessary to carry out the construction of the Minimum Improvements.

The Developer agrees for itself, its successors, and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. After the date of this Agreement and until the Minimum Improvements have been fully constructed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, but no more than monthly, as to the actual progress of the Developer with respect to such construction.

4. <u>Amendment of Schedule A of the Agreement</u>. Schedule A of the Agreement is superseded and replaced with Exhibit A attached to this Amendment.

5. <u>Miscellaneous</u>. Except as amended by this Amendment, the Agreement shall remain in full force and effect. Developer shall pay all Administrative Costs related to the negotiation and drafting of this Amendment.

(The remainder of this page is intentionally blank; signature pages follow.)

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year 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 _____, 2021, by <u>Dan Roe</u>, the President of the Roseville Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the authority.

Notary Public

STATE OF MINNESOTA)) SS COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by <u>Patrick Trudgeon</u>, the Executive Director of the Roseville Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the authority.

Notary Public

Authority Signature Page to First Amendment to Contract for Private Development

EDISON APARTMENTS, LLC By: SCI ASSOCIATES, LLC, its Manager

By_____ Jamie Thelen, its Secretary/Treasurer

STATE OF MINNESOTA)

) SS.)

COUNTY OF STEARNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Jamie Thelen, 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

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, MN 55402 (612) 337-9300

Developer Signature Page to First Amendment to Contract for Private Development

EXHIBIT A

Development Property

3110 Old Highway 8, described as follows:

That part of the following described property:

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.

Described as follows: Commencing at the northwest corner of the above described property; thence easterly along the northerly line thereof, a distance of 51.08 feet to a point on a line which lies 40.00 feet southeasterly of the northwesterly line of the above described property, said point being the point of beginning of the property to be described; thence continuing along said northerly line a distance of 211.42 feet; thence southerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 98.65 feet; thence southwesterly, deflecting to the right 38 degrees 27 minutes 42 seconds, a distance of 243.20 feet; thence southwesterly deflecting to the left 8 degrees 54 minutes 17 seconds, a distance of 127.25 feet; thence northwesterly, deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 243.20 feet; thence of 224.55 feet to said line which lies 40.00 feet southeasterly of the northwesterly line of 224.55 feet to said line which lies 40.00 feet southeasterly of the northwesterly line of the above described property; thence northeasterly along said line a distance of 491.21 feet to the point of beginning.

AND

3080 Old Highway 8, described as follows:

That part of the following described property:

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 to a point hereinafter known as point "A"; 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.

Described as follows: Commencing at the northwest corner of the above described property; thence easterly along the northerly line thereof, a distance of 211.42 feet; thence southerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 98.65 feet; thence southwesterly, deflecting to the right 38 degrees 27 minutes 42 seconds, a distance of 146.16 feet; thence southwesterly deflecting to the left 8 degrees 54 minutes 17 seconds a distance of 243.20 feet; thence southwesterly deflecting to the right 8 degrees 54 minutes 17 seconds, a distance of 127.25 feet to a point hereinafter known as point "A"; thence northwesterly, deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 224.55 feet to a line which lies 40.00 feet southeasterly of the northwesterly line of the above described property and the point of beginning of the line to be described; thence southeasterly deflecting to the right 180 degrees 00 minutes 00 seconds, a distance of 224.55 feet to to said point "A"; thence southeasterly, on the continuation of the last described line, a distance of 31.90 feet; thence Southerly deflecting to the right, 55 degrees 52 minutes 01 seconds, a distance of 189.88 feet; thence southwesterly, deflecting to the right, 34 degrees 07 minutes 59 seconds, a distance of 57.68 feet to a corner on the southerly line of the above described property; thence southerly, on the continuation of the last described line and a southerly line of the above described property, a distance of 109.30 feet to a corner on the southerly line of the above described property; thence northwesterly along said southerly line a distance of 403.00 feet to said line which lies 40.00 feet southeasterly of the northwesterly line of the above described property; thence northeasterly along said line a distance of 324.15 feet to the point of beginning.

Together with the northwesterly 40.00 feet of the first above described property.

1		EXTRACT OF MINUTES OF MEETING
2	DOCI	OF THE
3	ROSE	EVILLE ECONOMIC DEVELOPMENT AUTHORITY
4 5		* * * * * * * * * * * * * * * *
6		
7		the call and notice thereof, a special meeting of the Board of Commissioners
8 9		of the Roseville Economic Development Authority ("REDA") was duly 0th day of May, 2021, at 6:00 p.m.
10		
11	The following	g members were present:
12	1.4 0.11	• • •
13	and the follow	wing were absent: .
14 15	Member	introduced the following resolution and moved its adoption:
15 16	Member	introduced the following resolution and moved its adoption.
10		RESOLUTION No.
18		
19	RI	ESOLUTION APPROVING FIRST AMENDMENT TO
20	C	ONTRACT FOR PRIVATE DEVELOPMENT
21	BI	ETWEEN THE ROSEVILLE ECONOMIC
22	DI	EVELOPMENT AUTHORITY AND EDISON
23	Al	PARTMENTS, LLC
24		
24 25		
25	WHEREAS,	REDA and Edison Apartments, LLC (the "Developer") executed a certain
26 27		Contract for Private Development, dated as of July 17, 2018 (the "Agreement"), whereunder REDA agreed to provide certain grant
28		administration assistance to the Developer in connection with the
29		construction of a multifamily rental development and associated parking (the
30		"Minimum Improvements") on certain property in the City of Roseville; and
31		winimum improvements) on certain property in the erty of Resevine, and
32	WHEREAS,	the Developer has requested an amendment to the Agreement to clarify the
33	,	source and purpose of grant funding as set forth in a Livable Communities
34		Demonstration Grant Agreement between REDA and the Metropolitan
35		Council, as amended (the "Grant Agreement"), to extend the required
36		completion date for the Minimum Improvements, and to incorporate certain
37		other changes in order to conform the Agreement to the terms of the Grant
38		Agreement, and REDA legal counsel has prepared a First Amendment to
39		Contract for Private Development (the "Amendment") for REDA
40		consideration;
41	NOW THEP	
42	NOW, THER	EFORE, BE IT RESOLVED as follows:
43 44	1	The Amondment as presented to the Doord is berefy in all respects
44 45	1.	The Amendment as presented to the Board is hereby in all respects approved, subject to modifications that do not alter the substance of the
15		approved, subject to mounteautons that do not after the substance of the

46	transaction and that are approved by the President and Executive Director,
47	provided that execution of the Amendment by such officials shall be
48	conclusive evidence of approval. The President and Executive Director
49	are hereby authorized to execute, on behalf of REDA, the Amendment.
50	2. REDA staff and officials are authorized to take all actions necessary to
51	perform REDA's obligations under the Amendment and under the
52	Agreement as a whole, all as described in the Amendment and Agreement.
53	
54	
55	The motion for the adoption of the foregoing resolution was duly seconded by Member
56	
57	, and upon a vote being taken thereon, the following voted in favor thereof:
58	
59	and the following voted against the same:
60	
61 62	WHEREUPON said resolution was declared duly passed and adopted.

64 I, the undersigned, being duly appointed Executive Director of the Roseville 66 Economic Development Authority, Minnesota, hereby certify that I have carefully 67 compared the attached and foregoing resolution with the original thereof on file in my 68 office and further certify that the same is a full, true, and complete copy of a resolution 69 which was duly adopted by the Board of Commissioners of said Authority at a duly 61 called and special meeting thereof on May 10, 2021. 72 I further certify that Commissioner introduced said resolution and 73 moved its adoption, which motion was duly seconded by Commissioners voted in 74 and that upon roll call vote being taken thereon, the following Commissioners voted in 75 favor thereof: 76 and the following voted against the same: 81 whereupon said resolution was declared duly passed and adopted. 84 Witness my hand as the Executive Director of the Authority this day of May, 79 2021. 78 Patrick Trudgeon, Executive Director 79 Reserve the Economic Development 80 Authority	63	Certificate
66 Economic Development Authority, Minnesota, hereby certify that I have carefully 67 compared the attached and foregoing resolution with the original thereof on file in my 68 office and further certify that the same is a full, true, and complete copy of a resolution 69 which was duly adopted by the Board of Commissioners of said Authority at a duly 60 called and special meeting thereof on May 10, 2021. 71 I further certify that Commissioner introduced said resolution and 72 I further certify that Commissioner introduced said resolution and 73 moved its adoption, which motion was duly seconded by Commissioners, 74 and that upon roll call vote being taken thereon, the following Commissioners voted in 75 favor thereof: 76 moved its adoption was declared duly passed and adopted. 81 Witness my hand as the Executive Director of the Authority this day of May, 82 Witness my hand as the Executive Director of the Authority this day of May, 88	64	
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93 Authority		-
	93	1
	94	-

Request for economic development authority action

Date: 5/10/2021 Item No.: 5c.

Department Approval

Janue Gundiach

Executive Director Approval

Parm / Trugen

Item Description:Receive Golden Shovel marketing overview and discuss a Choose
Local campaign promoting small businesses post-COVID

1 **BACKGROUND**

The Roseville Economic Development Authority (REDA) has been contracting with 2 Golden Shovel Agency (GS) since April 18, 2017 for maintenance, social media and 3 4 content management for marketing of the GrowRoseville website. GS specializes in Economic Development and provides monthly ongoing support to GrowRoseville and 5 staff, which allows GrowRoseville to maintain up-to-date content for ongoing activities 6 and events in the community. Attachment A provides an example of quarterly reports that 7 the REDA staff review with GS. In addition, REDA staff and GS have monthly meetings 8 to review overall website materials, discuss new businesses for creation of business success 9 stories, economic development training offered by GS, and social media content. Darren 10 Varley from GS will provide an overview of the ongoing services that GS supports for the 11 REDA. The ongoing contract per month for these services is \$1,000. 12

13

In addition, REDA staff has been discussing with GS best practices to support Roseville's 14 small business community in ongoing recovery efforts from the economic impacts of the 15 pandemic. This effort has been termed as a Choose Local campaign. Bethany Quinn of 16 GS will provide an overview of a proposed Choose Local campaign, which would offer 17 supportive services to Roseville's small businesses (Attachment B). While grants were 18 helpful last year, anecdotal feedback from the business community indicates that in order 19 for businesses to build back post-pandemic, they need customers/business to return to pre-20 pandemic levels. As such, the proposed campaign is heavily weighted towards marketing 21 and advertising of Roseville's small businesses, including a gift card component that 22 infuses money to our small businesses in such a way that City funds could leverage private 23 spending. The success of this campaign will rely on one-on-one interactions with our small 24 businesses by getting them to join the campaign so they can benefit from the marketing 25 and advertising efforts, as well as the branding and gift card components. 26

27

If the REDA wishes to engage in the proposed Choose Local campaign, then staff is recommending using American Rescue Plan (ARP) funds. REDA staff has been communicating with the Finance Director regarding this effort and it being an eligible expense of the ARP funds and has determined it's likely to be eligible and the City is likely to have adequate funds to support the campaign. However, the Finance Director still awaits final guidance from the State Auditor and Minnesota Office of Management and Budget.

Assuming this effort can be funded with ARP funds, and the City's expected funding 34

amount is adequate to support this effort, staff is proposing to use up to \$250,000 for the 35

proposed Choose Local campaign. The following chart summarizes the costs in the Choose 36 Local campaign.

37

Budget for Buy Local Campaign f	or 1	18-24 months
Intern - 2 years	\$	24,804
Microsite Creation	\$	-
Branding Packege	\$	5,000
GIS - Map	\$	5,000
Business Success Stories	\$	5,000
Newsletter Management	\$	12,800
Digital Add Campaign	\$	26,000
Videos	\$	8,450
Social Media Ads and Managem	\$	48,000
Social Media Coaching to Small I	\$	18,750
Gift Card Program	\$	50,000
T-Shirts	\$	3,763
Flyers	\$	549
Posters	\$	633
Window Clings	\$	3,500
	\$	212,248.50

39 40

Some of the efforts noted above would include partnerships with other entities, including 41 Visit Roseville (gift cards through their Rose'ingo effort) and Nine North (videos). Staff 42 will also attempt to partner with the school district regarding printing products, however 43 they may have limited capacity as their print shop is being relocated due to construction at 44

the school. 45

46

Lastly, staff understands that several metro-area communities are discussing if and how to 47 use ARP funds to support small business revitalization. Unlike CARES Funds, the City 48 will have up to four years to expend this next round of stimulus, meaning there isn't the 49 same sense of urgency. However, small businesses still have a sense of urgency to rebuild 50 their customer-base and staff thinks capitalizing on the end of the local emergency and the 51 2021 holiday season is the best opportunity to begin a Choose Local campaign. 52

53

BUDGET IMPLICATIONS 54

If the REDA supports engaging in the proposed Choose Local campaign, all costs are 55 proposed to be paid for out of American Rescue Plan (ARP) funds. This would not have 56 any budget implication for the REDA's 2021-2022 budget. The REDA does not have 57 other funds available to fund this program, so if ARP funds are not possible the program 58 couldn't be undertaken. 59

STAFF RECOMMENDATION 60

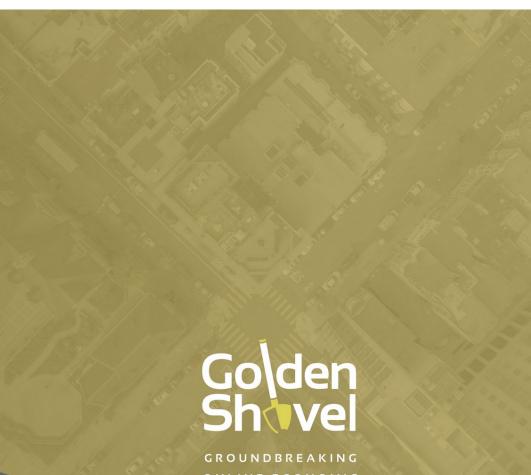
Receive presentations and provide direction on the Choose Local campaign. 61

REQUESTED REDA BOARD ACTION 62

Provide direction on whether to engage in a Choose Local campaign. 63

64

- Prepared by: Jeanne Kelsey, Housing Economic Development Program Manager, 651-792-7086 65 Attachments:
 - A: GS Q1 2021 Report
 - B: Choose Local Campaign Proposal



GROUNDBREAKING ONLINE ECONOMIC DEVELOPMENT Prepared for City of Roseville, MN Economic Development Authority

Quarterly Analytics Report Q1 2021

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

Golden Shovel Agency

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



It is hard to believe that the first quarter of 2021 has come and gone and while the fight against the pandemic is not yet won, now there is at least a faint light at the end of the tunnel. With the gradual easing of pandemic-related restrictions, the business climate began to improve and the recent months showed an improvement in economic activity, though, there remain challenges and uncertainty ahead for most businesses. The outlook for 2021 is optimistic and making a plan, setting goals and creating a strategy for how you'll return to normal, will greatly contribute to your organization's growth, while at the same time help to overcome the challenges ahead.

Here at Golden Shovel, our team has been working on numerous items to get our year started off on the right foot. We all know COVID-19 has changed the world and its effects will last, so we are fully aware that it's critical to start off the year with the proper strategy, goals and metrics. When it comes to planning for the "new normal", we believe the key is to embrace flexibility. Long term goals are crucial for your organization's success, but complementing your plans with short-term/quarterly objectives, can help you stay on track and adapt to the constantly and unstoppable shifting of reality in 2021.

Rest assured it's our mission to help you and your organization throughout these challenging times. We make this a priority and we are here for you to help where we can.

The Golden Shovel Team.

Recent developments/upgrades on the Economic Gateway Platform

Our development team hasn't stopped working and has been striving to bring you cutting edge updates and new tools for your website, making it better and easier for you to use; this time they have focused on different areas and would like to introduce them to you. The most recent features developed are:

List Maker Section Upgrade - The List Maker module has been upgraded to accommodate unlimited sections, to allow for more robust usage of the FAQ and List-life templates.

News Grid - The news grid template has been changed from an open-flow format through all articles to instead only show current articles, with an option for users to request the inclusion of archived articles in their results.

Pagination Increases - Several module templates which make use of pagination to improve performance and simplify content for users have had their pagination limit raised from 12 to 24, in order to reduce the visible pagination for category-filtered pages where only a few more results needed to be accessed. The templates with this change include the Projects Carousel, the Resource Manager, and the Staff Faces templates.

Incentives Website Name - A new Website Name field has been added for both sets of listing contact data in the Incentives module (and its applicable templates). This will allow for simplified link text in cases where a long or unattractive URL is needed to link to a particular incentive's website.

Feel free to get in touch with your Gatekeeper representative for further details about these and other upgrades available for your website.

Support and Resources

Free Webinars

Have you joined our free webinars? These are planned for you to learn from qualified experts in the economic development field, at no extra cost to you. The following are sessions we hosted the past quarter, if you didn't get a chance to join, click <u>here</u> to view the recordings on the webinars page in our website or you can access them directly from the below list.



Small Business is Big Economic Development

Economic development organizations have changed to make small businesses their biggest priority. COVID-19 revealed that local businesses are the real economy that sustains community success. Small businesses also create 425% more new jobs than big businesses. The speakers covered effective tools and strategies that you can use to make sure you're implementing the best BR&E, entrepreneurship, and local business assistance.

An Economic Developer's Guide to Social Media Best Practices

Are you getting the best results from social media? Every economic development organization can improve its SEO results with some simple improvements. Backed by research and extensive experience, the Golden Shovel Agency team has put together these Social Media Best Practices to help you succeed. Our presenters will teach you how to optimize your social media profiles, grow your following, and get more leads through social. You'll learn about some new features of each platform and walk away with tips and tricks you can use every day, along with a few "hidden" best practices that you might not hear of anywhere else.

It's Time to Take Control of Your Lead Generation Process

Imagine if you could take control of your lead generation activity and convert sales-ready prospects before your competitors even got close? Lead Forensics is the software that reveals the identity of your anonymous website visitors and turns them into actionable sales-ready leads. In real-time. Chris Murray, VP Partnership of Lead Forensics, reviewed some of the most relevant features of the Lead Forensics software and how to approach new leads. Don't miss the opportunity to improve the results you can get out of your economic development efforts by implementing this cutting-edge tool.

In case you missed it...

Busy and with no time to keep up with news and updates? That's not a problem at all...we got you covered! Here is a summary of the most relevant updates we published recently. Feel free to let us know if you have an update to share with your audience and how we can help you spread the word.



Best Economic Development Websites for 2021

A common question that our team is asked is "Can you give examples of the best economic development websites for 2021?"Each year, backed by research, conferences, and the latest trends, the Golden Shovel Agency team puts together a list of what we consider to be the best economic development websites. This is a difficult task, as there are so many organizations that deserve to be on this list, but we try to keep it to 10 for you. **Read the full article!**

How To Include Remote Workers in Your Workforce Attraction Strategy

As we enter a new year, you may be wondering how to include remote workers in your workforce attraction strategy. Government regulations and efforts to slow the pandemic have forced workplaces to embrace remote work options. 88% of businesses all over the world authorized their employees to work from home due to COVID-19. It is vital to focus on effectively targeting remote workers but how does this translate to benefitting the local economy? **Read the full article!**

How To Use 360-Degree Video & Virtual Reality to Reach Local Audiences

Economic developers have latched onto 360-degree video and virtual reality (VR) because of its ability to reach people from outside of their geographic area. Focusing on the portability of the media and its ability to bust through the barriers of time, distance, and cost, however, neglects the true superpower of a 360-degree video to impact the behavior of the viewer after the video has been experienced. **Read the full article!**

10 Reasons Why Your Economic Development Website Isn't Attracting Remote Workers

These 10 reasons why your economic development website isn't attracting remote workers may be why you're experiencing a lack of success. <u>Nearly 62%</u> of employees already work remotely at least part of the time, and that number continues to grow as social distancing and COVID safety protocol remain intact. It's of prime concern that economic developers target this audience, and knowing what your audience is looking for is key to developing the best possible website. <u>Read the full article!</u>

The Workforce Mobile Unit is an Innovative Bridge Between Job Seekers and Employers in Montgomery County, Ohio

The Mobile Workforce Unit, a 38-foot Freightliner coach outfitted with state-of-the-art technology, will serve as an extension of the services already available to Montgomery County residents at The Job Center on Edwin C. Moses Boulevard in Dayton, Ohio. It will function as one more innovation to help residents develop the skills and resumes needed for success, as well as one more bridge to bring employers and these job seekers together. **Read the full article!**

Should Economic Developers Use Traditional or 360-Degree Video?

When you're building out a marketing strategy to achieve the vision you have for the future of your community, the question that economic developers have about video is no longer, "Should we use video?" but "What kind of video should we use? **Read the full article!**

eBook: Rethinking Workforce Attraction in the Age of Remote Work

As COVID-19 has sped up the trend of remote work, you might be wondering how to include remote workers in your workforce attraction strategy. You can leverage this opportunity to grow your community's population and stimulate economic recovery. **Download Golden Shovel's latest eBook** to explore trends and statistics, discover best practices, and learn how to attract remote workers to your community - now and in the future.

Haven't subscribed to the Shovel Talk podcast yet? Don't wait any longer!

In our most recent episode, *"From Legos to Entrepreneurship"*, we met Aniki Allen, the inspiring Founder and Creator of Ice Cream Bowties. This teen youngpreneur is blazing the trail for other aspiring entrepreneurs. Listen to hear how an eight-year-old playing with legos turned a hobby into a business, and a business into a movement. Through the Youngpreneur Workshops Aniki hosts with his mother and co-founder, Marsha, they are showing kids that it is possible to pursue their dreams, start a business, and forge their own path through entrepreneurship.

Listen on Golden Shovel's website or any of your favorite platforms: Apple | Spotify | Google | Deezer



MANERICE



Want to get the attention of site selectors and businesses?

Geotargeting makes you a more strategic economic developer. With <u>GeoFli</u> installed on your website, you can have one banner image for site selectors from California, for example, and another banner image for executives visiting your website from Germany or Japan. Imagine a website where the following automatically adjusts based on the visitor's location. It's possible! <u>Click here to learn more.</u>

Upcoming Events

Due to the pandemic, most conferences and events were postponed and things had to get reorganized, just like many other activities we were preparing for...but the show must go on, right? Next month we will be attending the <u>2021 Mid America EDC Virtual Best Practices</u> <u>Conference</u> (May 12-13) which we're confident will be a successful event with a great lineup of presenters, but also a great opportunity for us to reconnect with many of our friends and clients, this time in a virtual environment. Let us know if you are attending as well!

For more exclusive content, success stories and #GoldenShovelNews, you can subscribe to our Newsletter here.

Now, let's take a look at your website stats and metrics...!



Report: Visitor Statistics (Industry)

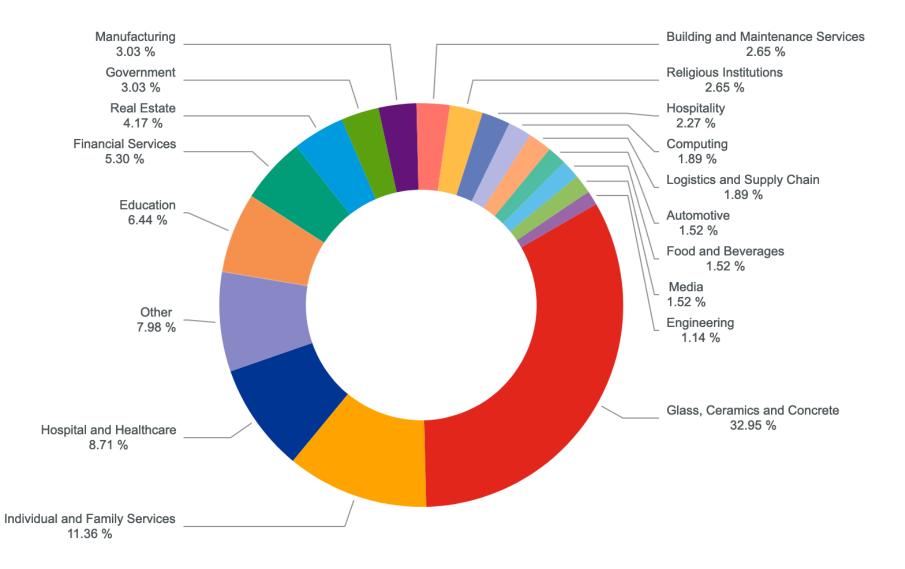
Date Range: Jan 1 2021 - Mar 31 2021

Print Date: Apr 13 2021 1:15AM



Industry	% of Visits	Number of Visits
Glass, Ceramics and Concrete	32.95 %	87
Individual and Family Services	11.36 %	30
Hospital and Healthcare	8.71%	23
Education	6.44 %	17
Financial Services	5.30 %	14
RealEstate	4.17 %	11
Manufacturing	3.03 %	8
Government	3.03 %	8
Religious Institutions	2.65 %	7
Building and Maintenance Services	2.65 %	7
Hospitality	2.27 %	6
Logistics and Supply Chain	1.89 %	5
Computing	1.89 %	5
Media	1.52 %	4
Food and Beverages	1.52 %	4
Automotive	1.52 %	4
Engineering	1.14%	3
Retail	0.76 %	2
Marketing and Advertising	0.76 %	2
Legal Services	0.76 %	2
Architecture and Planning	0.76 %	2

Training Providers	0.38 %	1
Textiles	0.38 %	1
Security and Investigations	0.38 %	1
Printing	0.38 %	1
Machinery	0.38 %	1
Forestry and Paper Products	0.38 %	1
Facilities Services	0.38 %	1
Consumer Goods	0.38 %	1
Consultants	0.38 %	1
Charities and Non Profit Organizations	0.38 %	1
Business Services	0.38 %	1
Building Materials and Tools	0.38 %	1
Agriculture	0.38 %	1



Report: Visitors Most Active

Date: Jan 1 2021 - Mar 31 2021

LEAD FORENSICS

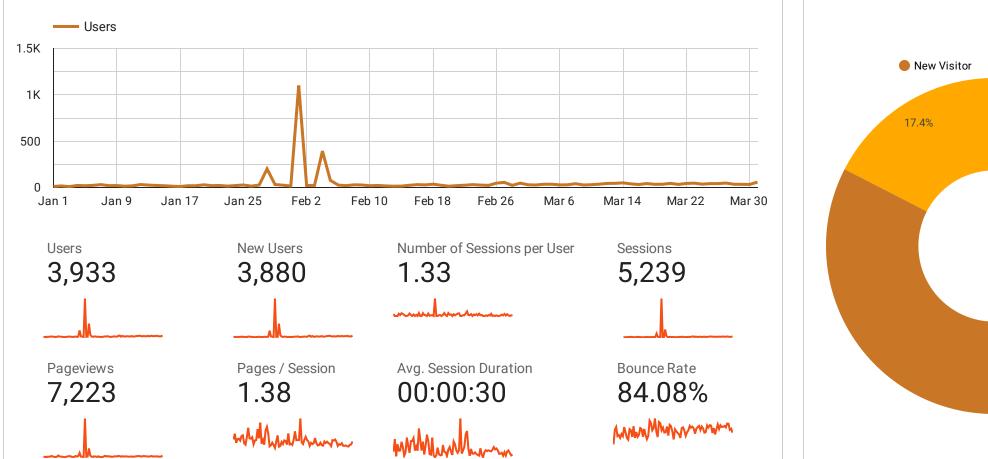
Print Date: Apr 13 2021 1:16AM

Company Name	Location	Website	Telephone	Pages	Visits	Category
City of Roseville, Minnesota	Roseville (MN) United States	www.ci.roseville.mn.us	+1 (651) 792 7000	192	87	
State of Minnesota	St Paul (MN) United States	www.mn.gov	(651) 201 8000	27	13	
Country Inn & Suites by Radisson, Athens, GA	Roseville (MN) United States	www.countryinn.com	+1 (651) 628 3500	25	3	
State of Minnesota	Saint Paul (MN) United States	www.mn.gov		24	15	
Lutheran Advocacy-Minnesota	St Paul (MN) United States	www.lutheranadvocacymn.org	+1 (651) 224 5499	12	7	
Caliber Collision Centers	Bloomington (MN) United States	www.calibercollision.com	+1 (952) 943 4091	9	3	
National Marrow Donor Program	Minneapolis (MN) United States	www.bethematch.com	+1 (800) 627 7692	8	3	
United Properties	Minneapolis (MN) United States	www.uproperties.com	(952) 835 5300	7	5	
McMonigal Architects LLC	Minneapolis (MN) United States	www.mcmonigal.com	(612) 331 1244	7	1	
Dynamic Air Inc	St Paul (MN) United States	www.dynamicair.com	(651) 484 2900	7	2	
City of Shoreview	Shoreview (MN) United States	www.shoreviewmn.gov	(651) 490 4600	7	4	
WestRock Company	Atlanta (GA) United States	www.westrock.com	+1 (770) 448 2193	5	1	
University of Northwestern - Saint Paul	St Paul (MN) United States	www.unwsp.edu	(800) 692 4020	5	3	
U.S. Bancorp	Richfield (MN) United States	www.usbank.com	(612) 973 7000	5	3	
Sutter Medical Foundation	Mather (CA) United States	www.sutterhealth.com	+1 (916) 454 8200	5	1	
Maguire Agency	Roseville (MN) United States	www.maguireagency.com	(651) 638 9100	5	2	
Commercial Furniture Services	St Louis Park (MN) United States	www.cfsmn.com	+1 (952) 922 6683	5	1	

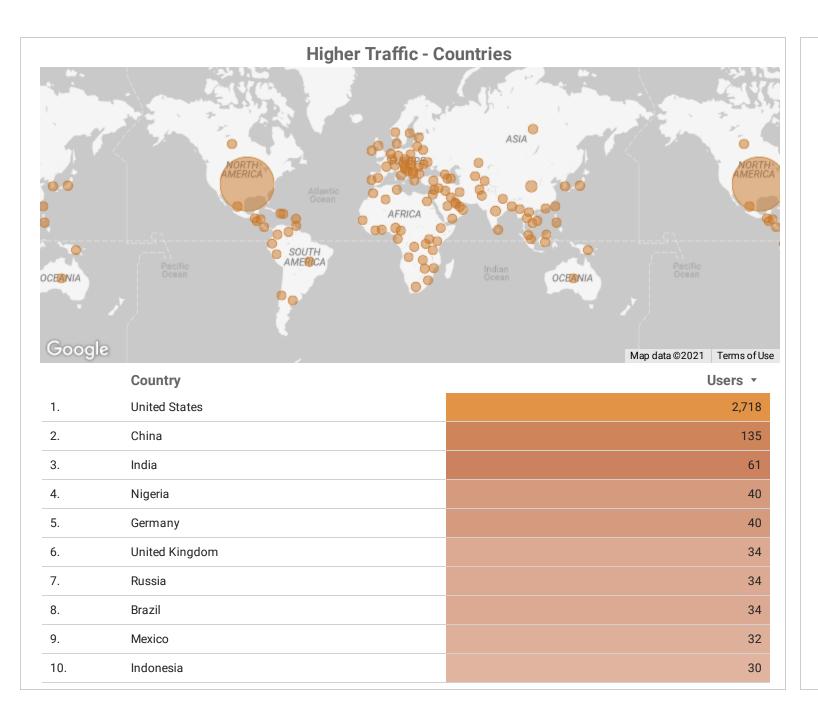
Company Name	Location	Website	Telephone	Pages	Visits	Category
Children's Minnesota	Minneapolis (MN) United States	www.childrensmn.org	+1 (612) 813 6000	5	2	
John Wood Group PLC	Houston (TX) United States	www.woodplc.com	+1 (281) 647 8300	4	1	
Covered California	Sacramento (CA) United States	www.coveredca.com	(800) 300 1506	4	1	
Bethel University	St Paul (MN) United States	www.bethel.edu	(651) 638 6400	4	4	
United Rentals, Inc	Stamford (CT) United States	www.unitedrentals.com	+1 (203) 622 3131	3	2	
Pulte Group, Inc	Atlanta (GA) United States	www.pultegroupinc.com	(800) 777 8583	3	1	
Opportunity Community Services Inc.	Oakdale (MN) United States	www.opportunitycsi.org	+1 (651) 330 1559	3	2	
Industrial Fabrics Association International	Roseville (MN) United States	www.ifai.com	(800) 225 4324	3	1	
DoubleTree by Hilton Roseville Minneapolis	Roseville (MN) United States	www.rosevilleminneapolis.doubletreebyhil ton.com	+1 (651) 636 4567	3	2	
United Marketing Services of Mn	Saint Paul (MN) United States		+1 (651) 348 7584	2	1	
Tycon Companies	Minneapolis (MN) United States	www.tyconco.com	+1 (612) 379 7000	2	2	
The Firehouse Depot	Harvard (IL) United States	www.firehouse-depot.com	+1 (815) 770 0374	2	1	
Ted Glasrud Associates LLC	Roseville (MN) United States	www.tedglasrud.com	(651) 361 8941	2	1	
Siemens	Munich Germany	www.siemens.com	+49 896 3600	2	1	
Roseville Area Schools	Roseville (MN) United States	www.isd623.org	(651) 635 1600	2	2	
Pugleasa Company Inc	Arden Hills (MN) United States	www.pugleasa.com	(800) 279 6442	2	2	
Old National Bank	Evansville (IN) United States	www.oldnational.com	+1 (812) 464 1425	2	1	
Minnesota Epilepsy Group, P.A.	St Paul (MN) United States	www.mnepilepsy.org	(651) 241 5290	2	1	

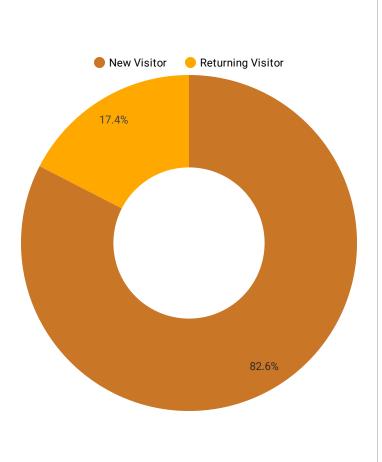
Company Name	Location	Website	Telephone	Pages	Visits	Category
Midland Glass Co	Hopkins (MN) United States	www.midlandglass.com	(952) 928 7800	2	1	
Micron Technology, Inc.	Boise (ID) United States	www.micron.com	+1 (208) 368 4000	2	2	
Land O'Lakes, Inc	Arden Hills United States	www.landolakesinc.com	(800) 328 9680	2	1	
Fairview Health Services	Minneapolis (MN) United States	www.fairview.org	(800) 824 1953	2	2	
Department of Homeland Security	Washington (DC) United States	www.dhs.gov	+1 (202) 282 8000	2	1	
Compendium, Inc.	Seattle (WA) United States	www.live-inspired.com	(800) 914 3327	2	2	
Centennial School District 12	Circle Pines (MN) United States	www.isd12.org	(763) 792 6000	2	1	
Bell Bank	Fargo (ND) United States	www.bell.bank	+1 (800) 450 8949	2	1	
Ziegler Inc	Minneapolis (MN) United States	www.zieglercat.com	(800) 352 2812	1	1	
Wells Fargo	San Francisco (CA) United States	www.wellsfargo.com	+1 (800) 869 3557	1	1	
Valhalla Place	Brooklyn Park (MN) United States	www.valhallaplace.com	(763) 237 9898	1	1	
U-Tools Software LLC	Minneapolis (MN) United States	www.u-tools.com	+1 (763) 205 6661	1	1	
University of Nebraska	Lincoln (NE) United States	www.unl.edu	(402) 472 7211	1	1	
University of Minnesota	Minneapolis (MN) United States	www.umn.edu	(612) 625 5000 🖾	1	1	
UnitedHealth Group	Minnetonka (MN) United States	www.unitedhealthgroup.com	+1 (800) 328 5979	1	1	
U.S. General Service Administration	Washington (DC) United States	www.gsa.gov	+1 (800) 488 3111	1	1	
The University of Minnesota	Minneapolis (MN) United States	www.umn.edu	+1 (612) 625 5000	1	1	
TCF Financial Corporation	Plymouth (MN) United States	www.tcfbank.com	+1 (612) 823 2265	1	1	

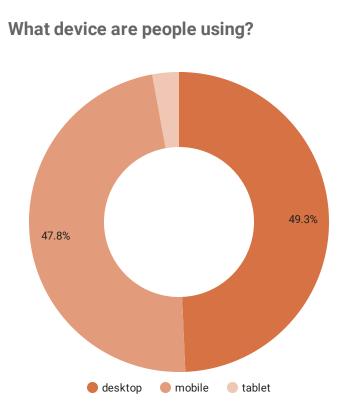
Google Analytics Audience Overview



Your audience at a glance!

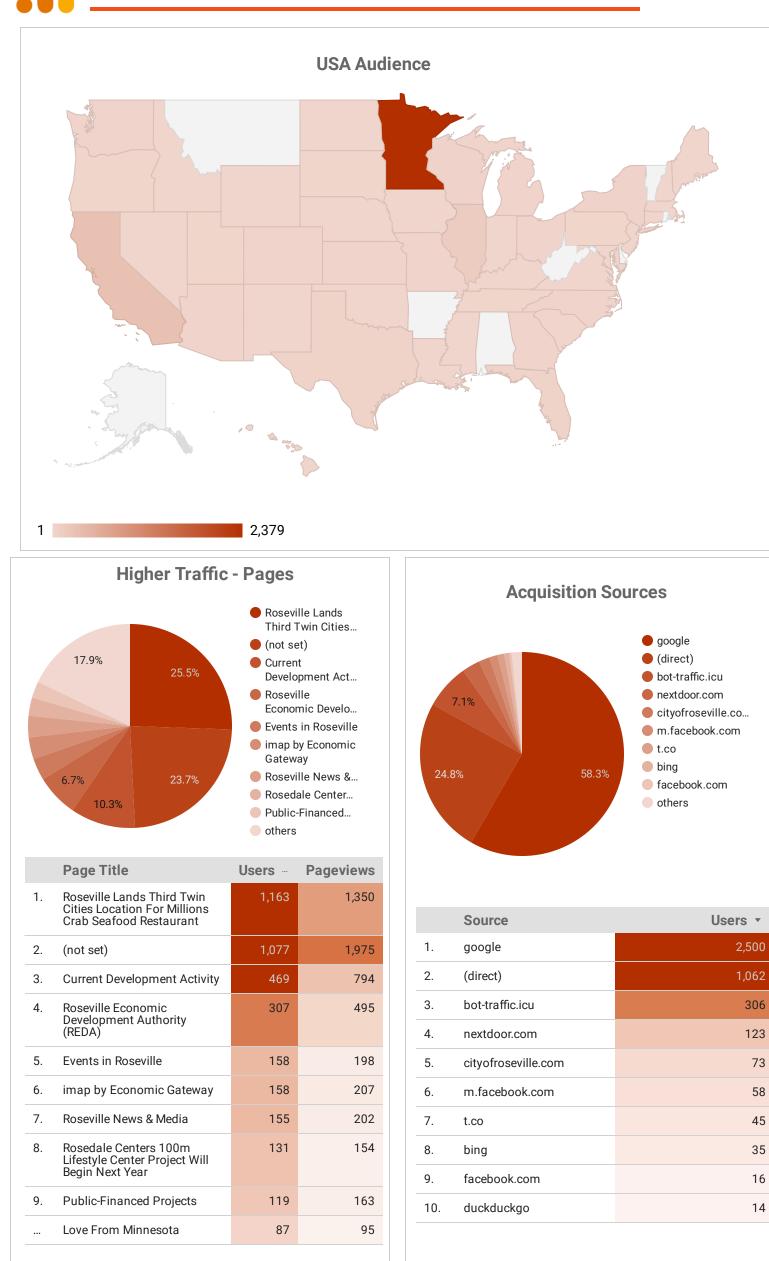






	Device	Users •
1.	desktop	1,940
2.	mobile	1,880
3.	tablet	113

Google Analytics Audience Overview

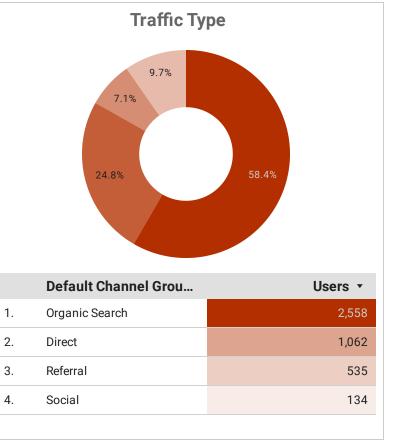


Higher Traffic - States (globally)

 2. Ca 3. IIIii 4. Zh 5. Be 		Users •
3. Illi 4. Zh 5. Be	linnesota	2,015
4. Zł 5. Be	alifornia	277
5. Be	inois	133
	nejiang	46
6 EL	eijing	45
0. 11	orida	40
7. Te	exas	37
8. La	agos	28
9. Er	ngland	27
10. No	ew York	25

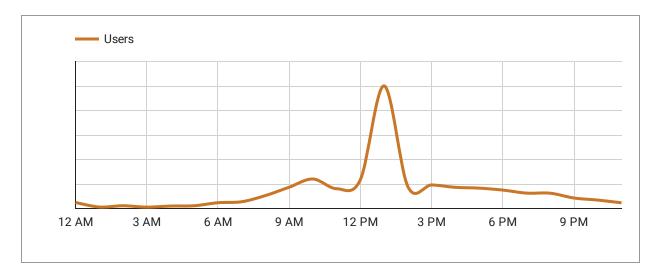
Higher Traffic - Cities (globally)

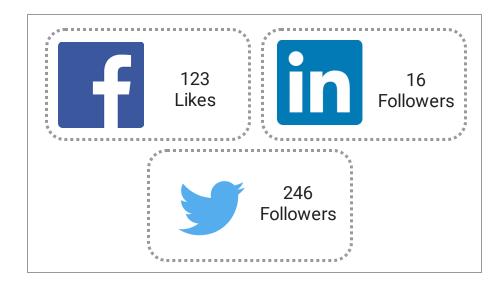
	City	Users •
1.	Minneapolis	536
2.	Roseville	492
3.	Saint Paul	271
4.	Shoreview	229
5.	San Francisco	180
6.	Chicago	122
7.	Hangzhou	46
8.	Beijing	45
9.	New Brighton	32
10.	Maplewood	32



What time of day users visit your website?

Attachment A Social Media Following





Thank you for being a valued client!



Attachment B

ROSEVILLE, MN CHOOSE LOCAL CAMPAIGN

CITY OF ROSEVILLE, MN ECONOMIC DEVELOPMENT AUTHORITY







Attachment B

A Shop Small/Choose Local campaign can spur economic activity and support jobs. Every ten jobs at a small business supports an additional seven jobs within the community. According to the Small Business Economic Impact Study from American Express, each dollar spent at a small business creates an additional 50 cents in local business activity - making a Shop Small/Choose Local campaign a valuable use of federal funding and other grants designed to support local businesses and grow the economy.

PROGRAM OVERVIEW

Roseville's Shop Small/Choose Local campaign can also be a catalyst for supporting the growth of BIPOC businesses. BIPOC businesses are a critical part of Roseville's ecosystem but growth for some BIPOC may be hampered by a lack of access to traditional capital or, an established network of businesses resources and supports, or a lack of awareness of how to access these supports.

By incorporating aspects of the **BIPOC Project Solidarity Principles**, Roseville can empower BIPOC businesses. The city can help BIPOC businesses to improve their online presence, telling their story through an authentic and personal lens, affirm the distinctiveness of their businesses and celebrate them, uplift the BIPOC community and acknowledge their history in Roseville. Our goal is to provide BIPOC businesses with tools to engage the community and build collaborative and supportive relationships that promote business sustainability and cultural diversity/vibrancy within Roseville.



ABOUT THE CAMPAIGN

A Shop Small/Choose Local campaign should be:

- attractive to target audiences, both merchant and consumer;
- simple to understand; and
- easy to participate in with very low hurdles, if any, for merchants and community members.

DEFINING PARTICIPANTS & MESSAGING

The campaign will exclusively include locally-owned, independent Roseville businesses. Your audience should understand that "local" means local ownership and control, not merely location. To ensure local ownership along with a physical Roseville location, a simple business verification will need to take place prior to inclusion in the campaign. GSA can prepare a checklist for the Intern to execute for each business looking to participate.

Many campaigns started by local governments or chambers of commerce in recent years defined "local" as simply a physical location (often aimed at capturing more sales tax revenue). These campaigns tend to yield little impact and dissolve because local residents are confused or dismiss the message entirely when they see major chains lumped in with genuine local businesses.

Independent retailers, restaurants and others competing directly with chains and the largest online retailers are obvious prospects to support this local outreach, but this campaign will be comprehensive in order to include all potential allies. Retailers will be better served by a larger and more powerful campaign and gain no benefit from focusing too narrowly on shopping. For example, focusing only on brick-and-mortar businesses or employing a shopping bag as your permanent logo (though appropriate for a shopping-focused holiday campaign) needlessly excludes other independents. The strongest campaigns engage businesses of every sector, demographic group and location in your community (the largest single segment of most Independent Business Alliances is service providers, including many with no walk-in location).

Even the term "buy" can be limiting, so we recommended using phrases like **"go local"** or **"choose Roseville local first"** to demonstrate their inclusivity. Consciously referencing banks, insurance, home-based businesses and others will ensure your message serves all local Roseville independent businesses.

MICROSITE

GSA recommends that Roseville have a microsite dedicated to this campaign. The site could be built by GSA through the GateKeeper service using the site's main design. The microsite would include:

Homepage

- Content designed to engage residents and businesses
- Interactive map
- Video

Subpage with Tools for Businesses

- Social media templates
- Logo
- FAQ for how to get involved

Subpage with links to external resources. This includes prominent linkage to VisitRoseville, their promotional materials and ongoing campaigns. Examples of how we linking to external resources on your site below:

- https://www.growroseville.com/business/business-resources
- https://www.growroseville.com/workforce/workforce-programs-and-resources
- Note: These would be links to anything that would be a complementary resource for 'Shopping Local' in Roseville.

News section with success stories of participating Roseville businesses. GSA recommends placing an emphasis or priority on telling stories of BIPOC businesses.

Email newsletter sign up for community members looking to engage in the campaign and support the Roseville business community.

Price for the Microsite: \$0 (this portion of the project will be completed under Roseville's existing contract with Golden Shovel Agency)

INTERACTIVE MAP

GSA recommends that Roseville creates an interactive map of local businesses, where they can easily list out their hours and how customers can interact with them (shop online, pick up food or products, etc.) GIS Planning has a tool that can be utilized for this purpose. A staff-level approval of submissions will prevent national chains from automatically getting placed on this list, ensuring that locally-owned Roseville businesses will be featured prominently. Businesses must place themselves on the interactive map in order to qualify for the gift-card match program.

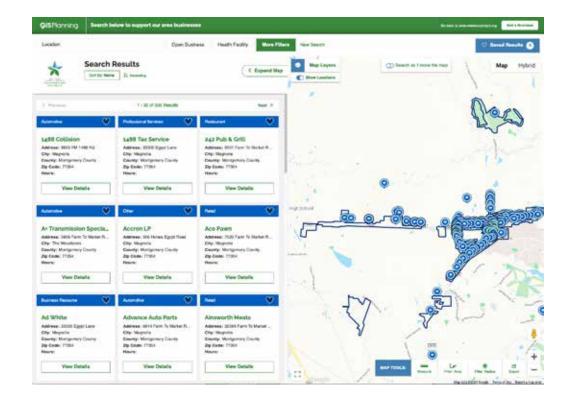
Local businesses will be listed and highlighted on an interactive map and shoppers can filter businesses by type and distance.

EXAMPLE:

Westwood Magnolia Parkway Improvement District, a GSA client, was one of the first to implement the GIS tools to support their business community. **See example here.**

Price for the Interactive Map: \$2,500/year

Golden Shovel recommends keeping the map on the site for two years and then making a long-term determination after evaluating the usage and overall success of the campaign.



STORIES AND BUSINESS PROFILES

GSA has extensive experience in creating success stories that inspire and promote personal connections between the subject (small business owner) and the audience (community members). Making these personal connections is vital to cultivating long-term relationships and resident support of local businesses.

GSA will interview local businesses who are participating in the campaign to create the type of personal interest stories that will make residents want to visit them and spend their dollars at that restaurant, store or service business. The benefit of creating stories is that it builds a connection that's far deeper than a traditional shopping experience. Plus, business owners will share the story on their own social media which expands the campaign outreach.

GSA recommends prioritizing BIPOC businesses in Roseville who are participating in the Shop Small/Choose Local campaign. By interviewing BIPOC business owners we will tell their story in an authentic way, celebrate their history, uniqueness and valuable position within the community.

Price Per Article: \$200



CHOOSE LOCAL CAMPAIGN IDEAS

The goal is to capture attention, drive residents to the website and to local businesses so they can buy local. A newsletter signup would allow you to stay in touch with residents who sign up. The campaign should include:

- Campaign Logo
- Tagline/Campaign Name
- Roseville Day to Kick it Off
- Digital ad campaign to drive traffic to the microsite for Roseville Day and the subsequent days:
 - Facebook
 - Instagram
 - Google
 - Microsoft
- Social Media Image Templates (customized with business images)
- Videos created by Nine North to be posted across all platforms.
- #TakeoutTuesday Supports Restaurants Specifically
- Fun Friday

GSA to come up with a list of "Fun Friday" ideas that would be shared weekly on social media and send residents throughout Roseville. The goal would be to increase residents' exposure to participating businesses. Campaign could include a scavenger hunt around Roseville to find participating businesses, posting photos of inside businesses and asking residents to guess which one it is, etc.

Super Saturday

Businesses may wish to participate in a Super Saturday where special discounts are offered, etc. For example, the second Saturday of the month could be a "Super Saturday" where businesses offer 10% off, a BOGO, free gift with purchase, etc. GSA would develop ideas and offer participation opportunities to businesses who are part of the campaign.

CHOOSE LOCAL CAMPAIGN IDEAS

• Support existing Visit Roseville campaigns and build upon them.

Rose 'INGO' program will run in July and August (#eatlocalroseville #visitrosevillemn). The city's Shop Small/Choose Local campaign will extend beyond their campaign, providing local restaurants with ongoing marketing support and promotional opportunities.

Gift Card Program

Roseville could allocate money to a gift card program where the city buys gift cards from small businesses participating in the campaign. The city would control the rate at which they are given away. An example is to 'give away' gift cards in a raffle similar to what Visit Roseville is doing for their *Rose 'INGO'* program. An Intern would be responsible for validating the location of any participating businesses and ensuring that they are locally-owned (not a chain) prior to them being able to benefit from participation in the gift card program.



SOCIAL MEDIA CAMPAIGN SUPPORT

The City should promote a cohesive social media campaign that creates awareness of Roseville's independent businesses and drives traffic to them. This comprehensive campaign should include a program designed to help participating businesses get set up online and on social media. **Social Media Coaches** could assist with the process of setting up their business on Google Maps, Facebook and Instagram. Once there, businesses will have access to some of the below features with the social media coach helping them to access these incentives:

USING INSTAGRAM'S FREE STICKERS

Instagram is making it easier to promote your business with new stickers you can add to your Stories and profile. Businesses can share **gift cards, food order and fundraiser stickers** that users can tap to purchase. Fundraiser stickers will send a user to your Facebook page or to a personal fundraising page set up for your company. Gift card and food order stickers send users to complete their purchase through your **company's website**.

FREE ADS ON FACEBOOK

Facebook is offering **\$100 million** in cash grants and **ad credits** to small businesses (between two and 50 employees). You can apply for a grant and also take advantage of the resources and free fundraising tools Facebook has recently announced. Business owners can **create a personal fundraiser on Facebook** and also take advantage of the platform's **business resources** with guides for retailers, salons and spas, restaurants and more.

FREE ADS ON GOOGLE AND MICROSOFT

Both platforms offer free ad credits to new businesses or anyone new to their platform.

JOIN OR CREATE A GIFT CARD CAMPAIGN

Operation Main Street and **Support Local** are two initiatives encouraging consumers to buy gift cards now to support local businesses with an immediate cash flow injection. Other GSA customers have created their own campaigns where the EDC matches the gift card purchase dollar for dollar. This incentivizes residents to purchase the gift cards while mitigating any potential fear over the business not being able to fulfill their order in the future.

Roseville could set aside a set dollar amount to go towards a gift card program where the city buys gift cards for small businesses and controls the rate at which they are given away. An example is to 'give away' gift cards in a raffle similar to what Visit Roseville is doing for their *Rose 'INGO'* program. An Intern would be responsible for validating the location of any participating businesses and ensuring that they are locally-owned (not a chain) prior to them being able to benefit from participation in the gift card program.



TIMELINE

Month 1:	Approval of Campaign Estimate
	Campaign Kick-Off and Messaging Review
	Presentation of Initial Logo Concepts
	GSA to Engage Nine North to Begin Video Production Process
Month 2:	Businesses identified for the Nine North videos, production dates TBD with the goal of producing five videos in year one and five videos in year two.
	Presentation of Marketing Materials Needed (including revisions)
	 Includes content and design
	GSA to hold campaign meetings with Intern to discuss their responsibilities and role in the campaign. Provide them with information and instructions.
	Approval of marketing materials for print.
	Microsite content approved.
	Microsite design presented (includes GIS Planning map).
	Delivery of completed microsite.
	Intern to prepare list of BIPOC businesses in Roseville for one-on-one outreach.
	Printing of marketing materials.
	Digital ad mock-ups delivered for approval.
	Intern to prepare list of all Roseville businesses who qualify to participate in campaign
Month 2:	Small Business Outreach Begins
	 Intern to contact small businesses, providing them with materials and collateral.
	 Social media coach is now available for small businesses.
	 Support offered to businesses looking to participate in the campaign.

TIMELINE

Month 3:	Delivery of Marketing Materials
Months 3-18:	Videos Delivered
Month 3:	Launch of Outbound Campaign
	 Ads launched on Google, Facebook and Instagram to promote the campaign (ongoing throughout campaign period).
	 Press release promoting the campaign.
	 News articles published to promote the campaign.
	 Social media engagement campaign kicks off with 20 hours per week spent engaging businesses and the general public.
Months 3-18:	Ongoing promotional activities ensures that Roseville businesses (especially BIPOC businesses are participating in the campaign, online and prepared to maximize the 2021 and 2022 holiday seasons):
	 Intern to continue contacting small businesses.
	 Intern to continue in-person outreach to BIPOC businesses.
	 Collaborate with Visit Roseville to cross promote their Rose 'INGO' program in July and August (#eatlocalroseville #visitrosevillemn). This Shop Small/Choose Local campaign will extend beyond their campaign, providing local restaurants with ongoing marketing support and promotional opportunities.
	 Social media coach continue helping businesses to get online and apply for advertising grants and incentives available through third parties.
	 Social media engagement with up to 20 hours per week spent engaging businesses and the general public.
	 Weekly newsletter content created.
	 Management of special days like 'Fun Friday' and 'Super Saturday.'
	 Weekly gift card giveaway.
	 Success story and business profile creation ongoing.
	 Support offered to businesses looking to participate in the campaign.

Roseville Day (date TBD)

BRANDING PACKAGE:

- Logo Creation, campaign name, style guide.
- Design and production of posters, flyers, t-shirts, and bumper stickers (plus other if needed).
- Includes design of 'sell sheet' of program details.

Estimated Cost: \$5,000

INTERACTIVE MAP:

Estimated Cost: \$2,500/year

SUCCESS STORY CREATION:

Estimated Cost: \$5,000 (up to 25 businesses with an emphasis on telling the stories of Roseville BIPOC businesses)



NEWSLETTER CREATION AND MANAGEMENT:

GSA will create weekly newsletter content to be distributed through the city's current Civic Plus newsletter tool. The following are advantages of distributing content through the city's newsletter:

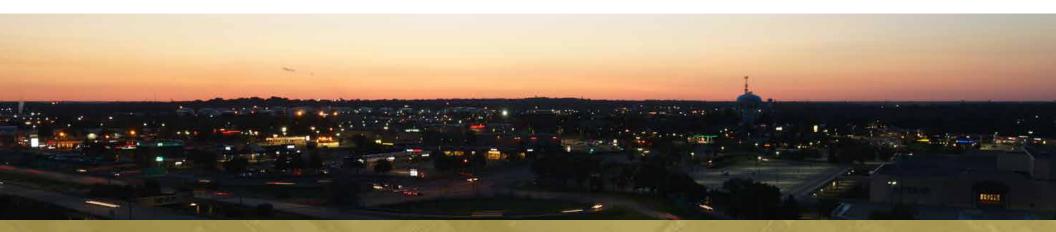
- Increased engagement between the city and residents.
- Residents will recognize that Choose Local is a city-led initiative endorsed by the city council.
- Enhanced brand recognition for the city and the Choose Local campaign.
- Opportunity to leverage the strong collaboration between the city, economic development and business community.
- City benefits from having additional content provided for their weekly newsletter.

GSA will engage with businesses participating in the campaign to generate weekly newsletter content. Newsletter management \$50/hour, not to exceed \$12,800 over 16 months.

• Newsletters would be delivered weekly for 16 months (the first 2 months of the 18 month campaign will be set-up). The content would be generated to promote the local businesses participating in the campaign and be generated by GSA (we are skilled in generating this type of content and have no concerns about our ability to put out a weekly newsletter).

Estimated Costs:

\$50/hour (not to exceed \$12,800 over 16 months)



DIGITAL AD CAMPAIGN:

- A digital ad campaign should run on Google, Facebook and Instagram in support of the "Choose Local" campaign. We recommend spending \$3,000 per month for the first 5 months of the campaign (months 3-8).
- After the initial advertising push, GSA recommends allocating a minimum of \$1,000 per month for an ongoing digital ad campaign months (months 9-18).
- Roseville would determine the overall ad spend and the ads would shut down once the dollar amount had been reached.
- GSA would set up the ads, manage them and provide monthly reporting statistics.
- Roseville could choose to convert the Choose Local campaign into a Shop Local campaign for the holidays.

Estimated Cost:

\$26,000 (total recommended ad spend)

VIDEOS:

- Nine North, a local provider of video solutions, will provide Roseville with five (10) 1-2 minute videos of participating businesses or retail areas for \$8,450. 5 videos will be produced in year one and five videos will be produced in year two.
- One of the videos could be used to introduce the campaign,
- GSA recommends that half of the videos focus on participating BIPOC businesses,
- GSA will coordinate with Nine North, assist with content ideas and editing,

Estimated Cost:

\$8,450 (five videos will be produced in year one and five videos will be produced in year two , see end of document for original Nine North estimate)

SOCIAL MEDIA CREATIONS AND CAMPAIGN MANAGEMENT (ENGAGING WITH BUSINESSES AND RESIDENTS):

Estimated Cost:

\$50/hour (billed monthly)

Note: 10-20 hours per week for 16 months to promote the campaign and engage businesses and residents online. Up to 960 hours total for a maximum cost of \$48,000.

SMALL BUSINESS SOCIAL MEDIA COACH AND DIGITAL SUPPORT:

- Emphasis on supporting BIPOC businesses in Roseville.
- GSA will help qualifying businesses to 'get online' by setting up their Google My Business profile, social media accounts and Yelp listings.
- GSA will help businesses to apply for free ad credits and incentives (see above for descriptions).
- Should the campaign be very successful and additional businesses want to utilize a social media coach, they can do so for an additional \$750 per business.

Estimated Cost: \$18,750 (up to 25 businesses)

GIFT CARD PROGRAM:

- GSA can promote this program as part of the Gatekeeper service.
- Based on the success of other communities we recommend that Roseville set a budget of \$50,000 to purchase gift cards from participating businesses that will be raffled away weekly.
- St. Paul has a similar program that is being run manually. GSA suggests utilizing the Intern to manage this aspect of the program.

Estimated Cost:

\$50,000 to purchase gift cards from participating businesses that will be raffled away weekly



PRINTING:

T-Shirts (Fully Promoted, Roseville Business):



Port & Company® Men's Essential T-Shirt

Item number: TOVIG-EPBTM

A year-round essential, our best-selling t-shift has been uoted "most popular" by groups, teams, clubs and schools across America. 98/2% cotton/poly (Ash), 90/10% cotton/poly (Athletic Heather), 50/50% cotton/poly (Dark Heather Grey).

Colors: Aquatic Blue, Ash Heather Gray, Athletic Maroon, Athletic Heather Gray, Brown, Candy Pink, Cardinal Red, Carolina Blue, Charooal Gray, Colonial Blue, Darkfodi Vellow, Dark Green, Deep Marine Blue, Deep Navy Blue, Dill Green, Durk Chocolate Brown, Dark Heather Gray, Dusty Brown, Eggplant Purple, Flery Red, Forest Green, Gold, Jade Green, Let Black, Kelly Green, Lavendor Purple, Lennon Yellow, Light Blue, Light Sand Beige, Lime Green, Medium Gray, Neutral Natural Beige, Navy Blue, Olive Green, Orange, Orange Sherbet, Pale Pink, Pistachio Green, Purple, Red, Rich Red, Royal Blue, Sand Beige, Sangria Pink, Sapohire Blue, Stoel Buie, Stoenewashed Blue, Stonewashed Green, Toal Blue, Texas Orange, Turquoise Blue, Ultramarine Blue, Violet Purple, Neutral White, Yellow

Qty	49-99	100-199	200-299	300-499	500-999
Price	\$10.40	\$9.10	\$7.75	\$7.40	\$6.75

Price Includes: 2 Locations each 1 color--screen print

Additional Charge Details: Size: Small, Medium, Large, X-Large, 2X-Large, 3X-Large, 4X-Large, 5X-Large

Additional charge for 2XL and larger

Anvil® Men's 100% Combed Ring Spun Cotton T-Shiri

Item number: MOSED-JVAWE

Fabric is made of 100% combed ring spun cotton (Colors), 65/35% polyring spun cotton (Heather Blue, Heather Dark Grey, Heather Green, Heather Purple), and 90/10% ring spun cotton/poly eleaster Greek

Colors: Black, Caribbean Blue, Charcoal Gray, Charity Pink, Chocolate Brown, Heather Blue, Heather Dark Gray, Heather Green, Neather Gray, Heather Purple, Hot Pink, Independence Red, Kelly Green, Key Lime Green, Navy Blue, Red, Silver, Storm Gray, Purple, Royal Blue, White, Smoke Gray

Qty	49-99	100-199	200-299	300-499	500-999
Price	\$10.65	\$9.35	\$8.00	\$7.65	\$7.00

Price Includes: 2 Locations each 1 color-screen print

Additional Charge Details: Size: Small, Medium, Large, X-Large, 2X-Large, 3X-Large

Additional charge for 2XL and larger



Comfort Colors ® Men's Heavyweight Ring Spun Te

Item number: THSEF-MZYEZ

This tee shirt is made of a soft washed garment dyed tabric with a double needle collar. The garment-dying process infuses each garment with unique character. Please allow for slight color variation in production and washing.

Colors: White, Gray, Blue Joan, Seafoam Green, Chalky Mint Green, Black, Lagoon Blue, Chambray Blue, Crimion Red, Island Red Green, Watermelon Red, Flo Blue, Pepper Gray, True Navy Blue, Granite Gray, Violet Purple, Ice Blue, Butter Yellow, Brick Red, Nidnight Blue, Blue Orange, Denim Blue, Royal Caribe Blue, Berry Purple, Bright Salmon Red, Midnight Blue, Blue Spruce, Light Green, Crunchberry Pink, Red, Blossom Pink, Melon Orange, Sandstone Beige, Washed Denim Blue, Neon Pink, Chili Red, Paprika Red, Grass Green, Sapphire Blue, Yam Brown, Graphite Gray

Qty	49-99	100-199	200-299	300-499	500-999
Price	\$16.00	\$14.70	\$13.35	\$13.00	\$12.35

Price Includes: 2 Locations each 1 color-screen print

Additional Charge Details: Size: Small, Medium, Large, X-Large, 2X-Large, 3X-Large

Additional charge for 2XL and larger

If the opportunity exists to use Roseville High School resources for printing, they will be the first choice. Due to the facility moving location, they are currently not available.

FLYERS (IMPRESSIVE PRINT)

3.5 X 8.5 4/4
100# GLOSS COVER
CUT DELIVER FLAT
Quantity 500: \$142
Quantity 1,000: \$217
Quantity 2,500: \$378
Quantity 5,000: \$436
Quantity 10,000: \$549

POSTERS (IMPRESSIVE PRINT)

11 X 17 4/0 100# GLOSS COVER
DELIVER FLAT
Quantity 500: \$270
Quantity 1,000: \$459
Quantity 2,500: \$633
Quantity 5,000: \$976
Quantity 10,000: \$1,604

WINDOW CLINGS (IMPRESSIVE PRINT)

- Reverse Printed GF255 Optically Clear Adhesive Vinyl Color Backed Up With White)
- 5.5 x 8.5
- 2nd Surface

Quantity 500:\$1.75/each Quantity 1,000: \$1.50/each Quantity 2,500:\$1.40/each

If the opportunity exists to use Roseville High School resources for printing, they will be the first choice. Due to the facility moving location, they are currently not available.



JAMESTOWN GIFT CARD PROGRAM

The Give Get Grow gift card campaign, run by the Jamestown Area Chamber of Commerce (JACC) and Jamestown/Stutsman Development Corporation (JSDC), raised over \$65,000 for local businesses this past summer. Companies donated \$30,000 in cash and in-kind donations for the campaigns 'matching pool'.

"All it took was a few initial champions to provide one of the first donations, like Otter Tail Power Company, and then they really took off. It was heartwarming to see how many donations we received, even from those who were struggling significantly with the COVID-19 restrictions."

The "Get" segment provided was the heart of the ability to funnel money back into the local economy. They sought out local businesses to participate in a gift card sale, with a minimum donation of \$25 to the matching pool allowing the business to be eligible. 51 merchants

throughout Stutsman County chose to participate. Then, beginning August 17, the JACC held a virtual marketplace on their website for consumers to purchase gift cards to the participating businesses. Consumers could purchase \$25 gift cards and receive one equivalent \$25 gift card to that same merchant for each they purchased, with the equivalent gift cards funded from the matching pool. By doing so, the merchants who chose to participate in the sale benefited from the two-for-one deal as well, receiving money from the consumer and the matching pool. Overall, the community response was unbelievable.

"The \$30,000 matching pool used to match consumer purchases was exhausted in four hours and 100% of the participating merchants had at least one gift card purchased for their establishment."



OTTUMWA HELP FOR DIGITAL MARKETING

This campaign offered no-cost support to small businesses looking to improve their online presence (social media, Google, website, etc.). This hands-on support is helping businesses to move online so they can attract more customers now and in the future.

OTTUMWA HELP FOR RESTAURANTS

This aspect of Ottumwa's campaign is specifically geared towards restaurants. They are offering free help with their social media, putting their menu online, and making it possible for them to accept online takeout orders.



CAN'T FIGURE OUT SOCIAL MEDIA? WANT TO GET YOUR SHOP ON THE WEB? NEED BETTER PHOTOGRAPHS OF YOUR MENU? NOT SURE WHERE TO START?

Greater Ottumwa Partners in Progress is here to help with <u>NO-COST</u> digital media and marketing assistance for small businesses!

Please contact Sharon Stroh to learn more: 641.799.1203 sstroheottumwaiowa.com

Businesses will be assisted on a first-come, first-served basis through June 2022. Program is funded by the U.S. Economic Development Administration 2020 CARES Act.





PHELPS COUNTY MAGIC GIFT CARD PROGRAM

Phelps County gift card program fueled over \$100,000 into local economy. The Magic Multiplier gift card program, which began on April 1, matches the price of the gift cards purchased from local businesses in Phelps County and gives that amount directly to the business where the gift card was purchased.

Since the Phelps County Development Corporation (PCDC) has stepped in to help local businesses in Phelps County that have closed due to the COVID-19 pandemic by offering the Magic Multiplier gift card program, local residents have purchased more than \$52,000 in gift certificates to more than 60 Phelps County businesses in the first 10 days.

The PCDC match goes directly to the business. So, essentially a \$50 gift certificate turns into a \$100 for that business (\$50 from PCDC and \$50 from the customer).

EAST SIDE AREA BUSINESS ASSOCIATION #EASTSIDEEATS

Social Media blitz after the second restaurant shutdown highlighting take-out for East St. Paul restaurants. Blitz culminated in a community group effort in getting take-out 'for sure' on a specific Thursday evening. See examples of content below:

- https://www.esaba.org/events/p/event/14040/east-sideconnect!-if-you-build-it-eastsideeats-skatepark-update?t=25433
- https://www.esaba.org/news-and-media/p/item/31623/ esabas-guide-to-restaurant-support
- https://www.esaba.org/news-and-media/p/item/31285/ st-pauls-gathering-place-swede-hollow-cafe



REFERENCES

https://about.americanexpress.com/all-news/news-details/2018/Another-Reason-to-Shop-Small-on-Small-Business-Saturday-Approximately-67-Cents-of-Every-Dollar-Spent-at-a-Small-Business-Remains-in-the-Local-Community/default.aspx



DISCLAIMER

All pricing subject to change with change in parameters. Estimate also does not include any outside costs not noted as stock illustrations, stock photography, stock music, etc.

MISC.

'Sponsorships' may be explored as an additional method of paying for the campaign or adding elements to the campaign.





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