ROBBINSDALE
ECONOMIC DEVELOPMENT AUTHORITY
AGENDA
7:00 P.M.
TUESDAY, APRIL 11, 2023
COUNCIL CHAMBERS

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1. MEETING CALL TO ORDER:

2. MICROPHONE CHECK:

3. ROLL CALL: Blonigan, Webb, Murphy, Wagner, President Parisian

4. CONSENT AGENDA:
Pursuant to REDA policy, one motion, non-debatable, will approve the recommendation noted. Any member of the REDA Board may ask for an item to be taken from the Consent Agenda for discussion and separate action. Such items removed from the Consent Agenda shall be considered immediately following approval of the balance of the Consent Agenda:

   A. **Motion** to approve and order placed on file minutes of the following:
      - **Regular Meeting Minutes and Work Session Meeting Minutes of March 14, 2023**........ **2-5**

   B. **Motion** to approve **Disbursement Requests** for period ending **April 11, 2023**........ **6**

5. PUBLIC HEARINGS:
   A. None scheduled.

6. OLD BUSINESS:
   A. None scheduled.

7. NEW BUSINESS:
   A. Rebate and Homeowner Assistance Programs........ **7-8**
   B. Minnesota Assistance Council of Veterans Parking Request and Possible Executive Session........ **9**
   C. Rental Leases for 4614 41 ½ & 4165 Hubbard Ave N........ **10-11**
   D. Potential Easement Discussion – 4600 41st Ave N........ **12**
   E. Partnership with Hennepin County in the New Elevate Business Program........ **13-24**

8. OTHER BUSINESS:
   A. None scheduled.

9. INFORMATION ONLY:

10. REDA GENERAL COMMUNICATIONS

11. ADJOURNMENT

ROBBINSDALE ECONOMIC DEVELOPMENT AUTHORITY (REDA)
WORK SESSION
MARCH 14, 2023 6:00 PM
Robbinsdale City Hall
4100 Lakeview Avenue North

MINUTES

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1. The work session was called to order by President Parisian at 6:03 p.m.

2. Commissioners present: Webb, Wagner, Blonigan, Murphy, President Parisian

3. Staff present: Tim Sandvik, Executive Director; Rick Pearson, Community Development Coordinator; Kayla Kirtz, Assistant to City Manager – Communications

Discussion: Brief History – REDA Financed Programs

4. Sandvik introduced the attachment and Pearson explained previous REDA-funded projects.

5. Webb and Pearson discussed funding opportunities from Hennepin County for rehabilitation projects.

6. Webb, Blonigan, and Pearson discussed securing grant funding for housing opportunities and staffing for securing grants.

7. Webb asked if the City has ever received grants for affordable housing, Pearson explained some properties that had been constructed with Habitat for Humanity, Robins Way constructed with common bond, and past projects working with Hennepin County Technical College.

8. Webb stated that it would be good to contact Habitat for Humanity and contact other communities to create a partnership.

9. Pearson stated he refers people to the Center for Energy and Environment, Hennepin County for Home Rehab funds and also described City of Crystal's scattered site program.

10. Wagner and Pearson discussed the Greater Metropolitan Housing Corporation and alternative ways for REDA to fund a similar housing rehabilitation program. Pearson suggested staff reach out to the Corporation, other nonprofits, and other cities.

11. Wagner clarified with Pearson the agreement between REDA and the Housing Resource Center, and discussed potential ways to recreate the program. Parisian clarified that there

is interest in staff reaching back out to Greater Metropolitan Housing Corporation about resurrecting a similar program.

12. Sandvik noted that staff could produce a list of EDA properties if there is interest from Commissioners.

13. Pearson explained that the authority authorized the Executive Director and President to make offers up to $100,000 on homes.

14. Webb, Murphy, and Pearson discussed the benefits of the EDA purchasing run-down properties.

Discussion: Hubbard Avenue Properties

15. Sandvik explained the property leases. Staff is looking for direction on presenting to REDA next month.

16. Murphy noted the history with the tenants, Blonigan expressed interest in knowing how much money REDA gets from the tenants, and desire to continue leasing.

17. Murphy and Sandvik discussed capacity challenges of REDA managing properties.

18. Webb asked if the properties could be sold to the tenants.

19. Commissioners and staff discussed what properties the City owns downtown.

20. Wagner and Sandvik discussed outstanding maintenance to be completed on the properties. Wagner expressed interest in seeing the conditions of the properties. Murphy noted interest in learning if the tenants have interest in buying the properties.

Staff Updates

21. None

Commissioner Updates

22. None

ADJOURNMENT

23. President Parisian adjourned the meeting at 6:59 p.m.

ROBBINSDALE
ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
TUESDAY, MARCH 14, 2023
COUNCIL CHAMBERS

CALL TO ORDER:

1. The Robbinsdale Economic Development Authority (REDA) meeting was called to order at 7:00 p.m. by President Parisian.

MICROPHONE CHECK:

2. Complete.

ROLL CALL:

3. Members Present: Wagner, Blonigan, Webb, Murphy, President Parisian
   Members Absent: None
   Staff Present: Tim Sandvik, Executive Director
   Ron Batty, REDA Attorney

#4A-B CONSENT AGENDA:

4. **MOTION** by Member Murphy, seconded by Member Blonigan to approve and place on file the Consent Agenda Items #4A-B:
   A. **Motion** to approve and order placed on file minutes of the following:
      - **Regular Meeting Minutes of February 14, 2023**
   B. **Motion** to approve Disbursement Requests for **period ending March 14, 2023**.

   The vote was unanimous and the motion carried.

7A: NEW BUSINESS: Partnership with Hennepin County in the New Elevate Business Program

5. Pearson presented the staff report. Introduced the new Elevate Business program partnership to provide consulting services to start up business. Provided a history of the "Open to Business" program and how Hennepin County has developed the program with additional services.

6. Member Webb asked what additional services might be available. Pearson stated that there are possibilities for upgrades to a business like computers. This will help businesses to move to the next phase after starting their business.

7. Member Blonigan asked who keeps track of the number of users from Robbinsdale of this service. Pearson stated that he hopes this could be put in the contract.

8. Member Murphy supports this program. Great investment to promote small businesses in Robbinsdale.

9. President Parisian expressed support for the program, excited for the opportunity it brings to our community.

10. **MOTION** by Member Wagner, seconded by Member Webb to authorize the Executive Director to sign the letter of support for the partnership with Hennepin County to "Elevate Business" in Robbinsdale.
The vote was unanimous and the motion carried.

#7B: NEW BUSINESS: Tour of the Reeve Apartments – 4600 Lake Road

11. Pearson presented the staff report for a tour of the Reeve Apartments on May 9, 2023 at 6:00 pm. It is currently 35% leased. This will be a public meeting.

12. **MOTION** by Member Murphy, seconded by Member Wagner for a special REDA Work Session to tour the Reeve Apartments on May 9, 2023 starting at 6:00 pm at 4600 Lake Road.
The vote was unanimous and the motion carried.

#9A: INFORMATION ONLY: Project Update:

13. No action required.

#10: REDA GENERAL COMMUNICATIONS:

14. Member Blonigan stated that he has toured The Reeve and it is a nice building. Also noted an article from the Minneapolis Star Tribune 3/12/23, *Why Didn't Minneapolis Gobble Up Its Suburbs"*. Seven times, there was a No vote from the citizens of Robbinsdale to join the City of Minneapolis.

#11: ADJOURNMENT:

15. **MOTION** by Member Blonigan, seconded Member Murphy to adjourn the meeting at 7:13 p.m.
The vote was unanimous and the motion carried.

Mia Parisian, REDA President

Tim Sandvik, Executive Director

AGENDA ITEM #4B
April 11, 2023

CONSENT AGENDA: Disbursement Requests for period ending April 11, 2023

This information will be distributed at the meeting.

AGENDA ITEM #7A
April 11, 2023

New Business: Rebate and Homeowner Assistance programs

BACKGROUND:

On March 14, the REDA directed staff to research options for renewing the discontinued home remodeling rebate program and ways to assist homeowners.

ANALYSIS/CONCLUSION:

What we are currently doing

There are existing programs and funding for various projects available the Robbinsdale residents that are administered by Hennepin County. Staff frequently refers people to Hennepin County staff regarding the Home Rehabilitation Loan Program. This program is intended to assist low-income homeowners in financing basic home improvements that directly affect the safety, habitability, energy efficiency or accessibility of their homes.

Robbinsdale is part of the Hennepin County consolidated pool which uses Community Development Block Grant money (CDBG) that is a federal funding program for affordable housing. Larger cities get direct allotments of CDBG funds. However, Hennepin County administers CDBG funds to Robbinsdale among other smaller cities in the county via the pool. The pool is divided between non-profit agencies providing services and development projects for low income housing. Some may recall that Robbinsdale facilitated approximately $450,000 for rehabilitation of the Bridgeway apartments some five years ago. That money came from a combination of CDBG and Affordable Housing Incentive Fund program (AHIF). CDBG funds are also applied to the Home Rehabilitation Loan program.

Staff also refers people to the Center for Energy & Environment (CEE). CEE is a non-profit that focuses on energy efficient programs and provides assistance and resources to homeowners. They connect homeowners with contractors, financing and rebates.

Greater Metropolitan Housing Corporation

Staff reached out to the (non-profit) Greater Metropolitan Housing Corporation (GMHC) which formerly operated the Housing Resource Center (HRC). The HRC assisted homeowners with remodeling projects, providing financing assistance, construction consulting services and contract administration. Unfortunately, the HRC was discontinued in 2017 and staff has yet to hear from the new executive director. The programs currently offered by GMHC include:

- Single family home ownership Program
- Predevelopment Revolving Loan Fund
- SHOP Home Mortgage

Other City examples

The City of New Hope has a (up to 25%) re-imbursement program called "Curbside Appeal" which is funded by the New Hope Economic Development Authority (EDA). The program is intended to encourage homeowners to make improvements to the exterior of their homes and garages in areas that are visible to the street. Reimbursement amounts range from a minimum of

$1,000 to a maximum of $5,000. Applicants are responsible for 75% of project costs up to $20,000 and 100% of costs beyond $20,000. New Hope city staff review and approve projects. The intent is to stimulate projects that go beyond typical maintenance and replacement projects. For example, a 30 year roof would not qualify, but a hardy board residing could if it enhances the appearance of the house. Likewise, a new garage door would qualify if it had windows. Coon Rapids and Fridley both have "Front Door" programs.

New Hope also has a contract with CEE for low interest loans. They started the loan program with $100,000 from the CARES Act of 2022, and have used $30,000. CEE charges $2,500 per year and charges $750 origination fees for every loan, and an additional $100 final inspection fee.

Crystal funds a home improvement grant program administered by CEE. The grants pay for up to 20% of a project and the minimum project cost is $4,000. Crystal's eligible projects include interior remodeling, building additions, basement and attic finishing to create additional living space, energy efficiency improvements, HVAC, electrical and plumbing and a variety of site improvements and permanent landscaping projects. The annual cost of the program to the Crystal EDA is $306,000.

Potential Robbinsdale Partnership
Staff have reached out to CEE regarding the potential for a partnership of some kind. CEE does already provide access to financial services. There may be a possible partnership for an REDA funded loan or grant program. The Crystal and New Hope home improvement programs require staff involvement in the programs including screening requests, reviewing and approving projects and other administrative functions.

RECOMMENDATION:
Discuss and provide direction to staff.

Tim Sandvik, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGENDA ITEM #7B
April 11, 2023

New Business: Minnesota Assistance Council of Veterans Parking Request and possible Executive Session

BACKGROUND:

The Minnesota Assistance Council of Veterans (MACV) have purchased the old Robin Hotel site at 4628 41st Ave. N. adjacent to Broadway Court. They have submitted various applications to convert the building from 21 single-occupancy sleeping rooms to 4 one bedroom apartments and 11 single occupancy sleeping rooms. The change of triggers compliance with required standards including parking. MACV assumed that on-street parking would be available. Subsequently, the Fire Department has petitioned to remove the Hubbard Ave. N. on-street parking in front of the Public Safety site. The street will be designated a Fire Lane.

ANALYSIS/CONCLUSION:

The REDA is asked to consider the possibility of allowing some open space adjacent to the MACV property to be used for parking. The MACV property currently has space for two or three parking spaces. In fact, the pavement in the rear yard encroaches slightly onto the Broadway Court property. Borrowed space form Broadway Court may enable the creation of as many as five or six off-street parking spaces. An aerial photo of the area is provided as **Attachment A**.

If the REDA is open to the idea they could discuss terms in executive session. Ultimately, an agreement would need to be prepared identifying responsibilities for improvements, maintenance and termination as needed.

RECOMMENDATION:

Discuss and provide direction to staff.

Tim Sandvik, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGENDA ITEM #7C
April 11, 2023

NEW BUSINESS: Rental Leases for: 4614 41 ½ Ave N, AND 4165 Hubbard Ave N.

BACKGROUND:

On March 14, 2023, staff presented options to REDA Commissioners for two REDA owned properties: 4614 41 ½ Ave N, AND 4165 Hubbard Ave N.

Both properties were acquired some years ago, in part, with speculation that Light Rail Transit would operate in the adjacent rail corridor. As it appears this is no longer the case, staff requested direction on two current leases, that are set to expire in the coming months. To better understand, Commissioners requested information on the condition of the buildings and recent history of financials.

In an unofficial report, the Building Official and Code Enforcement Officer reported the following:

4165 Hubbard Ave:

- Building structure (block walls) appear to be sound.
- The wood fascia on the front of the building is starting to rot and will need to be replaced.
- The kitchen installed in 2014 appears to be in good working condition.
- The restrooms appear to be in good working condition.
- The roof installed in2013 may be leaking in some areas as there is water staining on the interior ceiling.
- The rear doors need some work as they do not close without some force applied to them.
- The tile floors will need some work as there are a few damaged areas.
- The electrical panels looked good.

4614 41 ½ Ave N:

- Building in overall good shape – including foundation and floor joists.
- Furnace and water heater are older, but no signs of any issues.
- Ceilings showed no water staining so roof (installed in 2010) is in good shape.

Financial information:

	2021	2022	2023
4165 Hubbard Ave			
REVENUE	**$56,000.00**	**$54,000.00**	**$54,000.00**
PROPERTY TAXES	**$11,060.00**	**$10,863.00**	**$10,085.00**
4614 41 ½ Ave N			
REVENUE	**$15,681.00**	**$15,662.00**	**$15,806.00**
PROPERTY TAXES	**$6,059.00**	**$5,942.00**	**$5,647.00**

RECOMMENDATION:
Authorize Executive Director to negotiate and execute rental leases for: 4161 41 ½ Ave N, AND 4165 Hubbard Ave N.

Tim Sandvik, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGENDA ITEM #7D
April 11, 2023

NEW BUSINESS: Potential Easement Discussion- 4600 41st Ave N

BACKGROUND:
Staff has received application for potential variances at 4628 41st Ave N. While the Planning Commission has heard and considered the request, the applicant has formally relieved the City of obligation to the '60-day rule' at this time.

ANALYSIS/CONCLUSION:
Staff continues to work with the applicant, including concerns around parking. One potential solution is that the REDA could grant easement, or at least consider it, on adjacent property.

If REDA is not interested in further discussion, there is no formal action. However, if the REDA would like to entertain further discussion, via motion, and majority vote, REDA may move into executive (closed) session to further discuss.

RECOMMENDATION:
Consider potential easement discussion at 4600 41st Ave N – including the potential of a closed session, pursuant to state statute.

Tim Sandvik, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGENDA ITEM #7E
April 11, 2023

NEW BUSINESS: Partnership with Hennepin County in the new Elevate Business Program

BACKGROUND:

Patricia Fitzgerald and Mary Matze of Hennepin County have been in consultation with city staff regarding a new program called Elevate Business that will be a replacement for "Open To Business."

ANALYSIS/CONCLUSION:

The REDA has been a sponsor of Open to Business for many years under a contract with the Metropolitan Consortium of Community Developers (MCCD). The new expanded program will continue to offer services provided via the Open to Business program, but also include additional services to existing small businesses that want to grow.

The financial commitment will be the same as before, $5,000 annually and the contract will be with Hennepin County. Other options will available, but staff needs to get further explanation.

In March, staff presented this item to the REDA, which supported the Executive Director to execute a letter of support to participate in Elevate Business. Since then, Hennepin County has provided a contract (attached) to formally enter an agreement as described. Staff would note, the agreement would be effective immediately, and have an option for a second year (2024), unless staff notifies Hennepin County by October of 2023, stating the intent to stop participation in the program.

RECOMMENDATION:

By Motion, authorize the Executive Director to sign: "AGREEMENT FOR ELEVATE HENNEPIN PROGRAMMING".

Tim Sandvik, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGREEMENT FOR ELEVATE HENNEPIN℠ PROGRAMMING

This Agreement ("Agreement") is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of its Housing and Economic Development Department, 701 Fourth Avenue South, Suite 400, Minneapolis, MN 55415 ("COUNTY") and the Robbinsdale Economic Development Authority, 4100 Lakeview Ave N, Robbinsdale MN, 55422 ("AUTHORITY"), both political subdivisions of the State of Minnesota ("Parties").

RECITALS

WHEREAS, Hennepin County Board Resolution No. 21-0370 authorized up to $19 million of pandemic recovery funding, made possible by Federal American Rescue Plan Act, reclassified by Hennepin County Board Resolution 22-0136 to pandemic recovery activities to be used for eligible costs, operations, staffing, and services to advance equitable economic recovery strategies, including small business technical assistance and specialized consulting to address the needs of businesses impacted by the public health emergency; and

WHEREAS, the Parties recognize a need for inter-governmental cooperation to effectively and equitably implement, promote and sustain the Elevate Hennepin℠ program, formerly known as Elevate Business℠ ("the Program"), a suite of small business programming that provides aspiring entrepreneurs and local businesses based in Hennepin County with inclusive access to professional consulting, a network of over twenty culturally diverse small business technical experts, and targeted cohort-based programming for businesses at specific stages of growth, all of which are available through a website that provides one-stop access to a wide variety of events, trainings, loans, grants, and other small business resources offered by multiple agencies; and

WHEREAS, this inter-governmental cooperation represents a multijurisdictional program designed to promote economic development and job creation; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Minnesota Statute § 383B.79 and other applicable law.

NOW THEREFORE, the Parties agree to cooperate in the implementation and promotion of the Program as follows:

1. <u>TERM AND COST OF THE AGREEMENT</u>

   This Agreement shall commence on March 22, 2023, and expire on December 31, 2024 unless cancelled or terminated earlier in accordance with the provisions herein.

   AUTHORITY shall pay COUNTY in accordance with this Agreement an annual fee of **Five Thousand Dollars and no/100 ($5,000.00) in 2023.**

AUTHORITY will provide written notice to COUNTY on or before October 31, 2023 whether this Agreement will expire December 31, 2023, or whether CITY will elect to extend this Agreement through December 31, 2024 paying COUNTY an additional **Five Thousand Dollars and no/100 ($5,000.00)** in 2024.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed **Ten Thousand Dollars and no/100 ($10,000.00).**

2. <u>SERVICES TO BE PROVIDED</u>

A. COUNTY shall maintain the Program as described above, offering technical assistance and cohort programming, available at no-cost to qualifying businesses and entrepreneurs located in City of Robbinsdale throughout the contract term. COUNTY shall provide AUTHORITY with an annual report documenting the number of business clients served by the Program, aggregate demographics of business clients, and other Program information to assist AUTHORITY in measuring outcomes.

B. COUNTY shall provide AUTHORITY with branding guidelines and communication toolkits to promote the Program on the City of Robbinsdale's website, newsletter, social media, and other communication channels. COUNTY shall promote and recognize AUTHORITY as an Elevate Hennepin^{SM} sponsor and include recognition of AUTHORITY on the website promoting all COUNTY Elevate Hennepin^{SM} programming.

AUTHORITY shall promote Elevate Hennepin^{SM} on the City of Robbinsdale's website, newsletters, social media, and other forms of communications, as appropriate and following the directives in Section 19 of this Agreement, and shall follow COUNTY's branding guidelines, as directed by COUNTY. AUTHORITY shall make best efforts to coordinate communications with COUNTY and provide a quarterly update on AUTHORITY's promotional and communication efforts, on a form provided by COUNTY.

C. AUTHORITY confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property which AUTHORITY may create, conceive, develop, or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology ("Intellectual Property Rights"). As applicable, all works of authorship created by AUTHORITY for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. AUTHORITY shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY's Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement ("Pre-existing IP"). However, and as applicable, COUNTY grants AUTHORITY a royalty-free license to use COUNTY's Elevate Hennepin℠ IP solely for the purposes and duration of this Agreement. Any use of the Elevate Hennepin℠ name and/or IP that is not expressly permitted by this Agreement (including without limitation any use of the Elevate Hennepin℠ name or IP in connection with products sold under any third-party private label) is prohibited without the prior written consent of COUNTY. AUTHORITY recognizes and acknowledges that all right, title, and interest in and to the Elevate Hennepin℠ and Elevate Hennepin℠ IP is the property of COUNTY. The Elevate Hennepin℠ name and Elevate Hennepin℠ IP are provided on an "as is" basis.

D. AUTHORITY agrees that it will immediately cease all use of the Elevate Hennepin℠ name and any Elevate Hennepin℠ IP upon termination of this Agreement.

E. Should COUNTY rename or rebrand the Elevate Hennepin℠ Program at any point as described in Section 12.B., the terms and obligations under this Section remain in force and will be applicable to the Program IP under COUNTY's chosen name or brand.

3. <u>PAYMENT FOR SERVICES</u>

COUNTY shall invoice AUTHORITY on an annual basis by December 15. AUTHORITY shall provide payment by the end of each calendar year. In the event this Agreement is terminated early by either party in accordance with this Agreement, AUTHORITY shall be responsible for payment to COUNTY of a portion of any unpaid annual cost, prorated through the date notice of termination was provided.

4. <u>CONTRACT ADMINISTRATION</u>

To coordinate the services of COUNTY and AUTHORITY so as to accomplish the purposes of this Agreement, Tim Sandvik, City Manager, or successor ("Contract Administrator"), shall manage this Agreement on behalf of AUTHORITY and serve as liaison between AUTHORITY and COUNTY.

Patricia Fitzgerald, Community and Economic Development Director, Hennepin County Housing and Economic Development, 701 4th Avenue South, Suite 400, Minneapolis, MN 55415, or successor, shall manage the Agreement on behalf of COUNTY.

5. <u>INDEPENDENT CONTRACTORS</u>

AUTHORITY and COUNTY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting AUTHORITY as the agent, representative, or employee of COUNTY for any purpose. AUTHORITY and COUNTY are and shall remain independent contractors for all services performed under this Agreement. AUTHORITY and COUNTY shall secure at their own expense all personnel required in performing services under this Agreement.

AUTHORITY's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of AUTHORITY's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against AUTHORITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. <u>RECORDS – AVAILABILITY/ACCESS</u>

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, AUTHORITY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting procedures and practices of the parties and involve transactions relating to this Agreement. The parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

7. <u>DEFAULT AND CANCELLATION/TERMINATION</u>

Notwithstanding any provision of this Agreement, either Party may withdraw from this Agreement before the expiration date of December 31, 2024. Notice shall be effective upon delivery to the contact managers for each Party listed in Section 4 of this Agreement of a copy of the resolution of the Party's governing body, or a copy of the Party's appropriate administrative authority, indicating its intent to withdraw from this Agreement.

If AUTHORITY or COUNTY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, that Party shall be in default. Unless the default is excused in writing by the non-defaulting Party, the non-defaulting Party may upon written notice immediately cancel or terminate this Agreement in its entirety.

Each Party shall attempt to resolve disputes related to this Agreement in good faith.

8. <u>INDEMNIFICATION</u>

Each Party to this Agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees or agents. Each Party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Party, its officers, employees or agents may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the Parties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Municipal Tort Liability Act, Minn. Stat. Ch. 466, applicable to any one Party. The limits of liability for one or both of the Parties may not be added together to determine the maximum amount of liability for any Party.

9. INSURANCE

Each Party shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any unusual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. § 466.04 and the Workers' Compensation law and shall be in accordance with Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. The Parties may satisfy this requirement through a program of self-insurance.

10. DATA PRIVACY

A. The Parties, their agents, employees, and any of their subcontractors, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to chapter 13. Each Party shall promptly notify the other if either Party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, related to services performed under this Agreement.

B. In addition to the foregoing MGDPA and other applicable law obligations, AUTHORITY shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by AUTHORITY or acquired by AUTHORITY from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If AUTHORITY has access to or possession/control of County Data, AUTHORITY shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, AUTHORITY shall notify COUNTY of the inconsistency and follow COUNTY direction. AUTHORITY shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying AUTHORITY's indemnification obligations herein.

C. INTENTIONALLY OMITTED.

D. Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, AUTHORITY shall deliver to the Contract Administrator all County Data so specified by COUNTY.

(2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits AUTHORITY to retain copies of the County Data, AUTHORITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by COUNTY, AUTHORITY shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, AUTHORITY shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. <u>SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS</u>

A. AUTHORITY and COUNTY each bind themselves, their partners, successors, assigns and legal representatives to each other for all covenants, agreements and obligations herein.

B. Neither AUTHORITY nor COUNTY shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the other Party. Permission to assign, however, shall under no circumstances relieve the assigning Party of its liabilities and obligations under the Agreement. Nothing in this Agreement shall prevent COUNTY from renaming or rebranding the Elevate

Hennepin℠ Program during or after the term of this Agreement, and such renaming or rebranding will not affect the obligations of the Parties or the terms of this Agreement.

C. AUTHORITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve AUTHORITY of its liabilities and obligations under the Agreement. Further, each Party shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between either Party and each of their subcontractors shall require that the subcontractor's services be performed in accordance with this Agreement. The Parties shall make contracts between them and any subcontractors available upon request from the other Party.

12. MERGER, MODIFICATION AND SEVERABILITY

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are each bound by their own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DUTY TO NOTIFY

Each Party shall promptly notify the other of any demand, claim, action, cause of action or litigation brought against either Party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. Each Party shall also notify the other whenever a party has a reasonable basis for believing that it and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTORS; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. Each Party shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.

B. Each Party certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. Both Parties shall immediately notify the other if that Party is debarred or suspended during the term of this Agreement.

16. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in Section 4 of this Agreement. Notice to AUTHORITY shall be sent to the address stated in Section 4 of this Agreement.

17. CONFLICTS OF INTEREST

Each Party affirms that to the best of its knowledge, its involvement in this Agreement does not result in a conflict or potential conflict of interest with any Party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to either Party, that Party shall immediately notify the other of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the other Party whether it will or will not resign from the other engagement or representation. Unless waived by the non-conflicted Party, a conflict or potential conflict may, in the non-conflicted Party's discretion, be cause for cancellation or termination of this Agreement.

18. MEDIA OUTREACH

COUNTY shall provide media toolkits including, but not limited to, sample social media posts to AUTHORITY. COUNTY shall also provide Program brand guidance to AUTHORITY, which AUTHORITY shall follow. For clarification and not limitation, all

Outreach shall be provided by COUNTY prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created for AUTHORITY pursuant to this Agreement that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

19. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Reviewed for COUNTY by:

AUTHORITY

AUTHORITY warrants that the person who executed this Agreement is authorized to do so on behalf of AUTHORITY as required by applicable articles, bylaws, resolutions or ordinances.*

By:

By:

* AUTHORITY represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority.

AGENDA ITEM #9A
April 11, 2023

INFORMATION ONLY: Project Updates

ADDRESS	COMMENTS
3359 Halifax (TIF 2000-9) (Peterson/Coastland)	Home title transfer closed April 29, 2022. Title company holds escrow for completion of landscaping and driveway (completed).
4600 Lake Road	Building is almost finished. First move-ins Dec. 1. Working through final inspections.
4136 Regent – Garages *(Pendergast)*	TIF Project 8: Mortgage payments for acquisition started 6/2016. Last mortgage payment 6/27/2036.
3933-39 W. Broadway	Green space pending development.
42nd/W Broadway	Parking lot pending development.
3600 France –Parker Station Flats	Final report has been submitted to DEED. There will be 1-year post completion follow up on the TBRA grant from Met Council.
3760 Lee – sale to city	Property will be conveyed to the City this month.
3108-12 Grimes; 4212 Grimes	Holding.
4614 41 ½ Ave N *(Mitchell Realty)*	12 month lease agreement signed which expires August 2023
4165 Hubbard *NSide Oriental Mkt*	Lease through 4/30/2023 – payments on schedule.
4501 Orchard	REDA has right to review plans through 2028. Lot owned by neighbor.
Broadway Court	Market Rate Units and Commercial bays.
• **Bonds**	Final bond payment 2/1/2029. Opportunity to call in 2026.
• **Great Lakes Management**	5-year management agreement thru 12/31/2022. Automatic 1 year renewals unless either gives the other 90 days written notice of intent not to renew.
• **Salon HALO**	Exercised extension through 6/30/2024.
• **GO Health**	Lease extended through 12/31/2026.
Wicked Wort Façade loan	Project completed – forgiven after 10 years (December 2025)
Golden Age Design Façade loan	Project completed – forgiven after 10 years (December 2026)
Birdhouse Building Façade loan	Project completed –forgiven after 10 years (March 1, 2031)
Travail/PAMP-Nouvelle EDIF County Grant	Report on employment status was submitted at the two-year mark after certificate of occupancy. No response from County.
Parker Village Bonds- TIF#8	Bond refinanced Final payment 2/1/2032 – decertify 12/31/2031.
Downtown TIF#10	Travail-Soul Bros Devts. 1st note expected to be paid off in 2024 for Nouvelle Brewing location, at that time all TIF funds go to 2nd note. Expected to decertify 2030. District must decertify 12/31/2039.
Hy-Vee TIF#11	Pay-as-you-go TIF agreement. Projected decertification 12/31/2044.
Clare Housing TIF#12	Pay-as-you-go TIF agreement. Projected decertification 7/1/2042.
Birdtown Flats District TIF#13	Pay-as-you-go TIF agreement. Projected decertification 7/1/2033.
Parker Station Flats TIF#14	Pay-as-you-go TIF agreement. Projected decertification 12/31/2046
4600 Lake Road TIF#15	Pay-as-you-go TIF after project completion. Completion est.12/31/2022.
OPEN TO BUSINESS	By appointment only. Multi-year contract with ability to cancel. Hennepin County is proposing a new partnership called Elevate Business.

Tim Sandvik, Executive Director