ROBBINSDALE
ECONOMIC DEVELOPMENT AUTHORITY
AGENDA
6:00 P.M.
TUESDAY, AUGUST 20, 2019
COUNCIL CHAMBERS

1. MEETING CALLED TO ORDER

2. MICROPHONE CHECK:

3. ROLL CALL: Selman, Murphy, Backen, Blonigan, President Rogan

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 Executive Session Meeting Minutes** of July 9, 2019.......... **2-6**

B. **Motion** to approve **Disbursement Requests** for period ending August 20, 2019.......... **7**

5. CONTINUED PUBLIC HEARING:

A. 3359 Halifax Ave N – Disposition of Lot.......... **8**

6. PUBLIC HEARINGS:

A. None scheduled.

7. OLD BUSINESS:

A. Hy-Vee – TIF Note.......... **9-16**

B. 4614 41-1/2 Ave N – Costs.......... **17**

C. 3917 Vera Cruz Ave N – Consider Acquisition.......... **18**

8. NEW BUSINESS:

A. 4217 Ewing Ave N - Consider Acquisition.......... **19-20**

9. OTHER BUSINESS:

A. None scheduled.

10. INFORMATION ONLY:

A. Project Update.......... **21**

11. REDA GENERAL COMMUNICATIONS

12. ADJOURNMENT

Marcia E Glick

Marcia Glick, Executive Director

ROBBINSDALE ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES TUESDAY, JULY 9, 2019 COUNCIL CHAMBERS

CALL TO ORDER:

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

MICROPHONE CHECK:

2. Complete.

ROLL CALL:

3. Members Present: Blonigan, Selman, Murphy, Backen, President Rogan
   Members Absent: None
   Staff Present: Marcia Glick, Executive Director
   Rick Pearson, Community Development Coordinator

Glick noted 3 handouts updating agenda items #6A: 3760 Lee, #7B: 4416 41-1/2 and #8B: August and September meeting dates and times.

#4A-B CONSENT AGENDA:

4. **MOTION** by Member Blonigan, seconded by Member Selman to approve and place on file the Consent Agenda Items #4A-B:
   A. Motion to approve and order place on file minutes of the following:
      - Regular Meeting Minutes of June 11, 2019;

   B. Motion to approve **Disbursement Requests** for period ending July 9, 2019;

   All voted in favor and the motion carried.

#5A: CONTINUED PUBLIC HEARING – 3359 Halifax Ave N – Disposition of Lot:

5. Pearson presented the staff report. So far no developer has stepped forward.

6. **MOTION** by Member Backen, seconded by Member Blonigan to continue the public hearing to August 20, 2019 at 6:00 p.m.

7. Member Blonigan noted that it's fine to continue to wait for the right home to be built with EDA expectations. Commissioners agreed.

   All were in favor and the motion carried.

#6A: OLD BUSINESS: 3760 Lee Ave N – Disposition of Lot:

8. Glick presented the staff report noting that there is an update to the report. The EDA has an option to act on the disposition of this property tonight or table and publish a new public hearing. Reviewed concerns of area residents related to the site and reviewed other potential areas in the park.

9. Members Murphy and Backen spoke in favor of moving forward in determining the terms and conditions.

10. Member Blonigan and Selman supported the full sale price of the building.

11. Commissioners noted those conditions and others issues are not listed. They also indicated that there was no need for REDA to set requirements for the City Council since they were in fact the same people; anything the REDA would require the City Council would also expect.

12. **MOTION** by Member Backen, seconded by Member Selman approving the disposition of property by adopting the Resolution No. 2019-07 "A RESOLUTION APPROVING THE DISPOSITION OF PROPERTY LOCATED AT 3760 LEE AVENUE NORTH BY THE ROBBINSDALE ECONOMIC DEVELOPMENT AUTHORITY TO CITY OF ROBBINSDALE" with a sale price of $229,500 and Use for the property: Either water treatment plant building and related infrastructure or as park use in exchange for the treatment plant building site in an area of Lee Park further away from Lee Avenue.
All were in favor and the motion carried.

13. Glick announced the public hearing with be at the city council meeting on September 3, 2019 and notices will go out to impacted areas.

#7A: NEW BUSINESS: 3917 Vera Cruz Ave N – Consider Acquisition

14. Pearson provided the staff report, noting the buildings are in poor condition with impaired foundation, leaky roof and with two garages. Previous owners had lived in the home for a number of years.

RECESS TO EXECUTIVE SESSION AT 7:38 PM
RETURN FROM EXECUTIVE SESSION AT 7:49 PM

15. President Rogan reported on the Executive Session. Negotiation instructions were provided to the Executive Director.

#7B: NEW BUSINESS: 4614 41-1/2 Ave N – Lease

Member Murphy recused himself at 7:50 p.m.

16. Glick presented the staff report including an update that both the current tenant and potential new tenant at Canton Gardens expressed interest in purchasing the property if the option exists. The site is currently being leased as office space. Staff provided notice that demolition this fall is anticipated. Glick presented layouts of the potential uses of the dentist building to create a few parking spaces and/or expansion of patio area. Current tenant would like to continue leasing the building as office space.

17. Board members discussed options for demolition with extension of plaza. Concurred that no one is interested in selling; no one is wild about parking spaces unless handicapped; would like staff to get estimated costs for demolition of the building and price for plaza extension.

18. Glick to provide further information for August 20th meeting.

19. Josh Dykhuis from the bulldog restaurant indicated that his interest in leasing or buying the property would be for office space. He shared some thoughts on how the plaza space could be used for outdoor seating.

Member Murphy returned at 8:31 pm.

#8A: OTHER BUSINESS: 3856 Toledo Ave N

20. Glick presented the staff report. Pointed out that the church on the corner of 39th and Toledo is for sale. Parcel is about 151 x 80 foot lot. Parking lot parcel across the alley.

21. Member Selman asked how many housing units could be put on the parcel. Glick stated that 3 single family home lots could be built on the church & parking area

22. Member Rogan asked how churches can be reused.

23. Glick noted an article she had distributed on trends for reusing churches.

#8B: EDA Meeting Date Changes for August and September:

24. Glick presented the staff report related to requested changes to REDA meeting dates in August and September.

25. **MOTION** by Member Blonigan, seconded by Member Backen to reschedule the regular August REDA meeting to August 20, 2019 at 6:00 pm. Reschedule the regular September REDA meeting to September 17, 2019 at 6:00 pm. **All were in favor and the motion carried.**

#9A: Information Only: Project updates

26. Glick reviewed Twin Oak Lane project. Black top, final grading and landscaping by the end of the July, depending on weather.

#10: REDA General Communications

27. Member Blonigan noted that the Whiz Bang is an economic boon for the City of Robbinsdale and creates a sense of community.

28. Member Backen looking forward to Whiz Bang Days.

29. Member Murphy weather temperature will be in the 90s. Kayak and paddle board rental kiosk is up at Twin Lake. Easy to use and lots of fun but you must register online. Link on webpage.

30. Member Selman looking forward to Whiz Bang Days buy T-shorts, buttons and support local businesses that make the festival happen and enjoy the fireworks Sunday night.

#11: ADJOURNMENT:

31. **MOTION** by Member Backen, seconded by Member Murphy to adjourn the meeting at 8:41 p.m.
All voted in favor and the motion carried.

____
Marcia Glick, Recording Secretary

____
Dan Rogan, REDA President

ROBBINSDALE
ECONOMIC DEVELOPMENT AUTHORITY
Executive Session MEETING MINUTES
TUESDAY July 9, 2019

CALL TO ORDER:

1. The Board Executive Session was called to order at 7:40 p.m.

ROLL CALL:

2. Members Present: Murphy, Backen, Selman, Blonigan, President Rogan
   Members Absent: None
   Staff Present: Marcia Glick, Executive Director;
   Rick Pearson, Community Development Coordinator

3. The purpose of the meeting was to discuss negotiation strategy for the purchase of 3917 Vera Cruz Ave N. Board members provided instruction to the Executive Director.

[NOTE: A tape recording of this meeting will be available after the property has been acquired.]

4. The meeting was adjourned at 7:48 pm.

Marcia Glick, Recorder

Dan Rogan, President

AGENDA ITEM #4B
August 20, 2019

CONSENT AGENDA: Disbursement Requests for period ending August 20, 2019

This information will be distributed at the meeting.

AGENDA ITEM #5A
August 20, 2019

PUBLIC HEARING: Disposition of lot at 3359 Halifax Ave. N.

BACKGROUND:

The lot at 3359 Halifax Ave. N. is available. The Hennepin County Appraiser estimated market value for 2020 is $78,000.

ANALYSIS/CONCLUSION:

The corner lot is a forty foot-wide lot of record that allows side yard setbacks of 5 feet along the street side as well as the "interior" side. It has access to an alley.

Staff has shared the REDA's performance expectations with several builders. As of the writing of this memo, no one has come forward to present plans or reserve the lot. Jim Peterson is keeping the lot in mind if he can find the right buyer.

RECOMMENDATION:

1. Open the public hearing.
2. Continue the public hearing to 6 pm, September 17, 2019.

Marcia Glick

Marcia Glick, Executive Director

CONCURRENCE:

Rick Pearson, Community Development Coordinator

AGENDA ITEM #7A
August 20, 2019

Old Business: Hy-Vee Authorization of TIF Note

Background

On December 13, 2016, the REDA authorized execution of the development agreement with Hy-Vee for the redevelopment of Terrace Mall. Upon completion of the project and provision of certain documents, the agreement calls for issuance of a Tax Increment Revenue Note in the amount of $2,060,000.

Analysis

The projection was that the property would have an Assessors Market Value of $10,140,000 on January 2, 2019; the actual valuation was $10,220,000. Under the terms of the agreement 90% of TIF Received is available for payment of a note. The TIF plan anticipates full 26 years is available related to market changes.

In order to start this process, REDA needs to adopt a resolution authorizing the issuance of the privately financed note.

Recommendation

By Motion, waive the reading and order the adoption of the attached resolution "**RESOLUTION APPROVING THE ISSUANCE OF, AND PROVIDING THE FORM, TERMS, COVENANTS AND DIRECTIONS FOR THE ISSUANCE OF ITS TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 2019A IN AN AGGREGATE PRINCIPAL AMOUNT OF $2,060,000.**" **(Exhibit 1)**

Marcia Glick

Marcia Glick, Executive Director

Member ________________ moved and Member ______________ seconded a motion that the following resolution be read and adopted this 20th day of August, 2019.

ROBBINSDALE ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 19-_____

RESOLUTION APPROVING THE ISSUANCE OF, AND PROVIDING THE FORM, TERMS, COVENANTS AND DIRECTIONS FOR THE ISSUANCE OF ITS TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 2019A IN AN AGGREGATE PRINCIPAL AMOUNT OF $2,060,000

BE IT RESOLVED BY the Robbinsdale Economic Development Authority ("REDA"), as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. REDA has heretofore approved the establishment of Tax Increment Financing District No. 12 (the "TIF District") within Redevelopment Project No. 12 ("Redevelopment Project"), and has adopted a tax increment financing plan for the purpose of financing certain improvements within the Redevelopment Project. Pursuant to Minnesota Statutes, Section 469.178, REDA is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Redevelopment Project. The bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. REDA hereby finds and determines that it is in the best interests of REDA that it issue and sell its taxable Tax Increment Revenue Note, Series 2019A (the "Note"), in the aggregate principal amount of $2,060,000, for the purpose of financing certain public costs of the Redevelopment Project.

1.02. Agreement Approved; Issuance, Sale and Terms of the Note. REDA previously approved the Contract for Private Development (the "Agreement") between REDA and Hy-Vee, Inc. (the "Owner"). The Agreement is dated December 13, 2016 and was recorded on April 25, 2017 as document no. T05437490 in the Office of the Registrar of Titles and document no. A10431406 in the Office of the County Recorder, both Hennepin County, Minnesota. Pursuant to the Agreement, the Note will be sold to the Owner. The Note will be dated as of the date of delivery and will bear interest at the rate of 5.5% per annum to the earlier of maturity or prepayment. In exchange for REDA's issuance of the Note to the Owner, the Owner has paid certain costs related to the Minimum Improvements (the Qualifying Costs, as defined in the Agreement) pursuant to Section 3.2 of the Agreement. The Note will be delivered in the principal amount of $2,060,000 for reimbursement of the Owner's costs in accordance with the terms of Section 3.3 of the Agreement.

Section 2. Form of Note. The Note will be in substantially the following form, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
ROBBINSDALE ECONOMIC DEVELOPMENT AUTHORITY

No. R-1 $2,060,000

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 2019A

Rate	Date of Original Issue
5.5%	________

The Robbinsdale Economic Development Authority ("REDA"), for value received, certifies that it is indebted and hereby promises to pay to Hy-Vee, Inc., or registered assigns (the "Owner"), the principal sum of $2,060,000 and to pay interest thereon at the rate of 5.5 percent per annum, as and to the extent set forth herein.

1. Payments. Principal and interest ("Payments") will be paid on August 1, 2019, or as soon thereafter as possible, and each February 1 and August 1 thereafter to and including February 1, 2045 ("Payment Dates"), in the amounts and from the sources set forth in Section 3 herein. Payments will be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or any other address as the Owner may designate upon 30 days written notice to REDA. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the rate stated herein will accrue on the unpaid principal, commencing on the date of original issue. Interest will be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which will mean, on each Payment Date, 90 percent of the Tax Increment attributable to the Redevelopment Property (defined in the Agreement) and paid to REDA by Hennepin County in the six months preceding the Payment Date, all as the terms are defined in the Contract for Private Development between REDA and Owner dated as of December 13, 2016 (the "Agreement"). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default by the Owner under the Agreement.

REDA will have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of REDA to pay the entire amount of principal or interest on this Note on any Payment Date will not constitute a default hereunder as long as REDA pays principal and interest hereon to the extent of Available Tax Increment. REDA will have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2045.

4. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by REDA without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Termination. At REDA's option, this Note will terminate and REDA's obligation to make any payments under this Note will be discharged upon the occurrence of an Event of Default on the part of the Redeveloper as defined in Section 8.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 8.2 of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of $2,060,000 issued to aid in financing certain public redevelopment costs and administrative costs of a Redevelopment Project undertaken by REDA pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by REDA on August 20, 2019, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179, as amended. This Note is a limited obligation of REDA which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, REDA or the city of Robbinsdale. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by REDA or its financial advisors in connection with the TIF District or the Agreement are for the benefit of the REDA, and are not intended as representations on which the Owner may rely.

REDA MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS NOTE.

8. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the REDA kept for that purpose at the principal office of the Executive Director of REDA as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to REDA, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by REDA with respect to the transfer or exchange, there will be issued in the name of the transferee a new

Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless REDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to REDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of REDA according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the board of commissioners of the Robbinsdale Economic Development Authority, has caused this Note to be executed with the manual signatures of its President and Executive Director, all as of the date of original issue specified above.

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2019.

____

Dan Rogan, President

ATTEST:

____

Marcia Glick, Executive Director

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the Executive Director of REDA, in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of REDA Executive Director
______________	Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, IA 50266 Federal Tax ID #42-0325638	______________________

[End of Form of Note]

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note will be issued as a single typewritten note numbered R-1.

The Note will be issuable only in fully registered form. Principal of and interest on the Note will be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of and interest on the Note will be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

3.03. Registration. REDA hereby appoints the Executive Director to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of REDA and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at her office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless REDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to REDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by REDA.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until she is satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for her refusal, in good faith, to make transfers which she, in her judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. REDA and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of REDA upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or be lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both REDA and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled by her and evidence of the cancellation will be given to REDA. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note will be prepared under the direction of the Executive Director and will be executed on behalf of REDA by the signatures of its President and Executive Director. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by REDA to the Owner following the delivery of the necessary items delineated in Section 3.3 of the Agreement.

Section 4. Security Provisions.

4.01. Pledge. REDA hereby pledges to the payment of the principal of and interest on the Note all Available Tax Increment as defined in the Note. Available Tax Increment will be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, REDA will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. REDA irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to REDA's account for the TIF District upon the payment of all principal and interest to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of REDA are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of REDA, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of REDA as to the facts recited therein.

Section 6. Effective Date. This resolution will be effective upon full execution of the Agreement.

Adopted by the board of commissioners of the Robbinsdale Economic Development Authority, this 20th day of August, 2019.

President

Executive Director

AGENDA ITEM #7B
August 20, 2019

Old Business: 4614 41-1/2 Ave N –

BACKGROUND:
REDA entered into a 2 year lease for this property through September 30, 2019 at which time it converts to month-to-month until terminated by either party. Notice to terminate is 60 days. It is used as office/meeting space for the Travail/Pig Ate My Pizza businesses. Station area plans envision that the building would be demolished to provide for wider sidewalks on both sides of 41 ½, and potentially outdoor seating for an adjacent restaurant.

At the July REDA meeting, staff was directed to get estimated costs for demolition of the building and expansion of the plaza. REDA also confirmed that the current lease could be extended while the Travail restaurant is being completed.

Josh Dykhuis, who is planning to renovate the Canton Garden Restaurant for a new restaurant indicated that outdoor seating at the dentist building location would not work well with the interior layout and that they have interest in utilizing some of the current plaza area for outdoor seating.

ANALYSIS/CONCLUSION:
A demolition contractor provided a ballpark figure of $42,000 for demolition, which assumes leaving the basement/crawlspace walls to stabilize the sidewalks and adjacent walls of the 4153 W Broadway building. Taking all the foundation walls and crawl space footings would cost more depending on soils. The basement and crawl space walls would become retaining walls without the building on top of them.

The new Travail building is expected to be available for occupancy in mid-October, However, there will be at least a month to get the building ready for dinner service. Mike Brown indicated that they hope to be able to continue to lease the office through the winter allowing for dinner service to stabilize and then relocate the office operations.

The engineering department is working on a budget estimate for a plaza brick extension including a small shade element (pergola or shade sail)

The new restaurant operator noted a change in their operating group and moving forward with different branding. They are working with an architect, but have not yet provided plans showing requested door/window locations and scaled patio seating request for consideration by the city council.

RECOMMENDATION
Continue the discussion in September.

Marcia Glick

Marcia Glick, Executive Director

AGENDA ITEM #7C
August 20, 2019

Old Business: Consider Acquisition of 3917 Vera Cruz Ave. N.

BACKGROUND:

Ms. Janet Prest, the owner of the property at 3917 Vera Cruz Ave. N. is offering the property to the REDA for $80,000. The house is in very poor condition and is a good candidate for demolition. According to Hennepin County Records the last sale of the property was in April 2018 for $47,500. The estimated market value for taxes payable in 2020 is $192,000; the property owner did not appeal this valuation.

At the July meeting, staff was provided negotiation instructions for purchase of the property.

ANALYSIS/CONCLUSION:

Staff have been in contact with the owner and asked for information on the owners costs since acquisition of the property including building clean out, installation of a protective beam and installation of new electrical box in the garage to supply power during construction of a new home on the site. The owner indicated that she would like staff to work with her broker on a purchase agreement, but the broker has not contacted us. The owner considered sale of the property to another party/parties and recently contacted staff about moving forward.

RECOMMENDATION:

Staff is continuing to work on discussion of a purchase agreement and will provide an update at the meeting.

Marcia Glick

Marcia Glick, Executive Director

AGENDA ITEM #8A
August 20, 2019

NEW BUSINESS: Consider Acquisition of 4217 Ewing Ave. N.

BACKGROUND:

Kevin Rood, the owner of 4217 Ewing Ave. N. contacted staff about possible REDA acquisition of his property. He had shown the house to a realtor who suggested the house was a "tear down." His asking price is **$120,000**. The location is shown in **Attachment A**.

ANALYSIS/CONCLUSION:

The 2 bedroom rambler style house was built in 1924. The main floor has 914 sq. ft. In 2004, the owner obtained a variance to front yard setbacks to construct an attached 2-car garage in front of the house. The house had an unusually deep setback (over 60 feet) and significant grade change to France Ave. N/alley. The house features:

- The basement has with very thick foundation walls about 3 ft. high and crawl spaces to the outer edges. There are cracks in the walls.
- The basement is dominated by the furnace which is the old style gravity heat probably wrapped in asbestos.
- The kitchen was relocated to a back porch with a lean-to roof.
- The roof transition between the house and garage visibly sags, possible evidence of structural failure. There are water stains on the ceiling (below the apparent roof "sag")
- Remodeling or updating (primarily the bathroom) seems to have been underway, but the project has stalled.

The property has an estimated market value of $177,500 (Payable 2020). Staff contacted the Hennepin County appraiser to see if the EMV could be lowered, and sent pictures. Results are pending.

The REDA may choose to recess the meeting and discuss the offer in executive session.

RECOMMENDATION:

If the REDA agrees that the property at 4217 Ewing should be acquired, then provide the Executive Director with direction for negotiating the purchase of the property.

Marcia Glick

Marcia Glick, Executive Director

CONCURRENCE:

Rick Pearson

Rick Pearson, Community Development Coordinator

Attachment A

Hennepin County Property Map

Date: 8/6/2019

PARCEL ID: 0502924220057

OWNER NAME: Kevin Michael Rood

PARCEL ADDRESS: 4217 Ewing Ave N, Robbinsdale MN 55422

PARCEL AREA: 0.17 acres, 7,314 sq ft

A-T-B: Torrens

SALE PRICE:

SALE DATA: 04/1994

SALE CODE: Excluded From Ratio Studies

ASSESSED 2018, PAYABLE 2019
PROPERTY TYPE: Residential
HOMESTEAD: Homestead
MARKET VALUE: $139,000
TAX TOTAL: $1,873.50

ASSESSED 2019, PAYABLE 2020
PROPERTY TYPE: Residential
HOMESTEAD: Homestead
MARKET VALUE: $177,500

Comments:

AGENDA ITEM #10A
August 20, 2019

INFORMATION ONLY: Project Updates

ADDRESS	COMMENTS
Twin Oak cul-de-sac *(Beckmann)*	4316 Twin Oak Lane waiting on final inspections 4312 Twin Oak Lane insulation inspection complete; siding being installed 4315 Twin Oak Lane – last lot. REDA retains a mortgage on this lot until work starts.
4629 France *(Carlyle)*	Certificate of Completion being held pending completion of final inspection. Has not called for inspection on garage slab drain. Issue with driveway apron.
3912 Quail *(Beckmann)* (TIF 2000-9)	TIF 2000-9. 1 year extension w/payment of lost TIF. Exterior framing complete. Completion 12/31/2019
3905 Quail *(Beckmann)* (TIF 2000-9)	TIF 2000-9. Title company holding escrow for: Waiting for landscaping. Driveway and sidewalk complete.
3359 Halifax (TIF 2000-9)	Lot for sale ***See Agenda Item***
3917 Vera Cruz	REDA provided instructions for purchase. Owner asked for additional information on clean up and other costs. Anticipated contact from owner's broker – no contact. ***See Agenda Item***
4217 Ewing Ave N	Owner/occupant notified staff that realtor indicated the home is a teardown. Staff concurred after tour. ***See Agenda Item***
3606 Lake Drive	Considering Park option - **2020.**
4136 Regent – Garages *(Pendergast)*	TIF Project 8: Mortgage payments for acquisition started 6/2016.
39xx W. Broadway	Property is tax exempt pending redevelopment. Inquiries have been received.
37xx W Broadway- Birdtown Flats *(Bill Beard)*	Targeting part of building ready for move in 12/19, rest by 2/20 - TIF note when completed.
3650 France *(Inland)*	Authorized sale to Inland Development Partners. Sale expected end of August after completion of other requirements.
3600 France *(Inland)*	Expect October construction start. February 2021 occupancy.
MNDOT Misc. (lots to acquire)	1. Vera Cruz between 41 & 42. 2 buildable lots available. 2. 42xx Toledo-lot on new street/new alley – appraisal requested 3. Easement Only – aging title commitment – on hold:38th & Vera Cruz
3760 Lee	7.9.19-authorized sale to the city with conditions.
3108-12 Grimes; 4212 Grimes	Holding.
4364 Grimes	Neighbors maintaining
OPEN TO BUSINESS	Office Hours even numbered months. 1st Wednesday 9:30-11:30 a.m. Multi-year contract with ability to cancel.
4205 W Broadway BP Station	Parking lot complete
4614 41 ½ Ave N *(Soul Brothers)*	Building leased through 9/30/19. Notified tenant of plan to demolish. Staff to determine demolition plus extension of plaza budget. ***See Agenda Item***
Terrace Redevelopment TIF Agt.	TIF note authorization requested. ***See Agenda Item***
4165 Hubbard *NSide Oriental Mkt*	Lease payments on schedule. Leased through 4/30/2020.
4501 Orchard	REDA has right to review plans for through 2028.
4125 Lakeland	Part of purchase price secured by a mortgage. Mortgage paid in full 8/8/19.
4131-35 W Broadway (Travail)	Working on interior and exterior. Deadline September 30, 2019 expecting to open October, 2019.
Lions Gym Façade loan	Projects completed–forgiven after 10 years (January 2022)
EMI Rehab Façade loan	Projects completed –forgiven after 10 years (January 2022)
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)
Clare Housing TIF District	Pay-as-you-go TIF agreement.
Downtown/Plaza Project	2nd Mural for Ace Hardware. City staff to prep wall for 8/26 mural start.

Marcia E. Glick

Marcia Glick, Executive Director