



Monday, March 18, 2019
7:00 pm

City Hall – Council Chambers
5200 - 85th Ave North

**THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK
REGULAR MEETING – AGENDA #3**

**President Jeffrey Lunde, Vice President Lisa Jacobson & Treasurer Wynfred Russell
Commissioners Mark Mata, Terry Parks, Susan Pha & Tonja West-Hafner, Executive Director Kim
Berggren, Assistant Executive Director Jay Stroebel & Secretary Theresa Freund**

If due to a disability, you need auxiliary aids or services during an EDA Meeting, please provide the City with 72 hour notice by calling 763-493-8012 or FAX 763-493-8391.

Our Mission: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.

Our Goals:

*Strong Neighborhoods • Adapting to Changing Demographics • Public Safety
Financial Sustainability • Community Image • Focused Redevelopment and Development*

I. ORGANIZATIONAL BUSINESS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT AND RESPONSE

This provides an opportunity for the public to address the EDA on items, which are not on the agenda. Open Forum will be limited to 15 minutes (if no one is in attendance for the Open Forum, the Regular Meeting may begin) and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Commissioners will not enter into a dialogue with citizens. Questions from the EDA will be for clarification only. Open Forum will not be used as a time for problem solving or reacting to the comments made but, rather, for hearing the citizen for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

3. APPROVAL OF AGENDA

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT

4.1 Consider Approving Meeting Minutes

4.1A January 22, 2019 Meeting Minutes

4.1B February 19, 2019 Meeting Minutes

The following items relate to the EDA's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the Secretary. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the EDA table for action.)

5. Public Hearings

5.1 None.

6. General Action Items

6.1 Consider Approving a Term Sheet Between the EDA and Dignicare Properties of Brooklyn Park LLC for Soil Correction and Construction of a 32-Unit Senior Care Development at 8500 Regent Avenue

6.1A Term Sheet

6.1B Location Map

6.1C Executive Summary

6.2 Consider Approving a Loan to D'Amico Catering, LLC and Authorizing Execution of Loan Documents

6.2A Resolution

6.2B Loan Agreement

6.2C Security Agreement

6.2D Promissory Note

III. DISCUSSION - These items will be discussion items but the EDA may act upon them during the course of the meeting.

7. Discussion Items

7.1 2018 Year End Activity

7.1A 2018 Year End Activity Summary

7.2 Status Update

7.3 Housing Update

IV. WORK SESSION - This portion of the meeting will not be televised nor videotaped and will be held in the Steve Lampi Conference Room.

8. Work Session

8.1 Discuss Strategic Priorities for the EDA

8.1A EDA Owned Parcels

8.1B Sites of Developer Interest in Apartments

V. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the EDA on each agenda item in advance from City staff; and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.

The Brooklyn Park Economic Development Authority's Agenda Packet is posted on the City's website.

To access the agenda packet go to www.brooklynpark.org

The Next Scheduled EDA Meeting is April 15, 2019

City of Brooklyn Park Request for EDA Action

Agenda Item No:	4.1	Meeting Date:	March 18, 2019
Agenda Section:	Consent	Prepared By:	Theresa Freund, EDA Secretary
Resolution:	N/A	Presented By:	Theresa Freund, EDA Secretary
No. of Attachments:	2		
Item:	Consider Approving EDA Meeting Minutes		

Executive Director's Proposed Action:

MOTION _____, SECOND _____ TO APPROVE THE JANUARY 22, 2019 AND FEBRUARY 19, 2019 EDA MEETING MINUTES.

Overview:

N/A

Primary Issues/Alternatives to Consider:

N/A

Budgetary/Fiscal Issues:

N/A

Attachments:

- 4.1A JANUARY 22, 2019 MEETING MINUTES
- 4.1B FEBRUARY 19, 2019 MEETING MINUTES

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK
JANUARY 22, 2019 ANNUAL MEETING MINUTES

I. ORGANIZATIONAL BUSINESS:

1. CALL TO ORDER: President Jeffrey Lunde at 7:00 p.m.

ROLL CALL PRESENT: President Jeffrey Lunde, Vice President Lisa Jacobson and Treasurer Wynfred Russell, Commissioners Mark Mata, Terry Parks, Susan Pha and Tonja West-Hafner, Executive Director Kim Berggren and Secretary Theresa Freund.

ABSENT/EXCUSED: None.

2. PUBLIC COMMENT AND RESPONSE:

2. A Response to Prior Public Comment: None.

2. B Public Comment: None.

3. APPROVAL OF AGENDA

MOTION WEST-HAFNER, SECOND JACOBSON APPROVING THE AGENDA AS AMENDED REMOVING ITEM 6.2 AND MOVING ITEM 7.4 BEFORE ITEM 6.1. MOTION PASSED UNANIMOUSLY.

II. STATUTORY BUSINESS:

4. CONSENT:

- 4.1 Consider Designating US Bank as the Official EDA Depository

MOTION PARKS, SECOND JACOBSON DESIGNATING US BANK AS THE OFFICIAL EDA DEPOSITORY FOR 2019. MOTION PASSED UNANIMOUSLY.

5. PUBLIC HEARINGS:

5.1 None.

6. GENERAL ACTION ITEMS:

- 6.1 Consider Election of Officers

MOTION WEST-HAFNER, SECOND PARKS TO ELECT LUNDE AS PRESIDENT OF THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY. MOTION PASSED UNANIMOUSLY.

MOTION PARKS, SECOND WEST-HAFNER TO ELECT JACOBSON AS VICE PRESIDENT OF THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY. MOTION PASSED UNANIMOUSLY.

MOTION LUNDE, SECOND PARKS TO ELECT RUSSELL AS TREASURER OF THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY. MOTION PASSED UNANIMOUSLY

MOTION LUNDE, SECOND JACOBSON TO ELECT FREUND AS SECRETARY OF THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY. MOTION PASSED UNANIMOUSLY.

- 6.2 Consider Approving Forgiveness of an EDA Loan Obligation - \$2,449,390 in Principal and \$1,601,662 in Interest for Creekside Gables Apartments.

This item was removed from the agenda.

- 6.3 Authorize Submittal of a Grant Application to the Hennepin County Transit-Oriented Development Program for Phase II of the Brooklyn Boulevard Multi-Modal Trail Project in the Amount of \$202,500 and for the 65th Avenue Trail Gap Project in the Amount of \$80,000.

MOTION LUNDE, SECOND PHA AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO HENNEPIN COUNTY FOR THE TRANSIT-ORIENTED DEVELOPMENT (TOD) PROGRAM FOR PHASE II OF THE BROOKLYN BOULEVARD MULTI-MODAL TRAIL PROJECT IN THE AMOUNT OF \$202,500 AND FOR THE 65TH AVENUE TRAIL GAP PROJECT IN THE AMOUNT OF \$80,000. MOTION PASSED (6 TO 1). COMMISSIONER MATA VOTED NO.

- 6.4 Consider Authorizing the Executive Director to Enter into a Professional Services Agreement for Edinburgh Clubhouse Construction Management Services with TDB Builders, LLC.

MOTION JACOBSON, SECOND PARKS TO WAIVE THE READING AND ADOPT RESOLUTION #2019-1 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR EDINBURGH CLUBHOUSE CONSTRUCTION MANAGEMENT SERVICES WITH TDB BUILDERS, LLC. MOTION PASSED UNANIMOUSLY.

- 6.5 Consider Authorizing the Executive Director to Enter into Agreements with Prime Contractors for Edinburgh Clubhouse Renovations

MOTION PARKS, SECOND JACOBSON TO WAIVE THE READING AND ADOPT RESOLUTION #2019-2 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH PRIME CONTRACTORS FOR EDINBURGH CLUBHOUSE RENOVATIONS. MOTION PASSED UNANIMOUSLY.

III. DISCUSSION:

7. DISCUSSION ITEMS

- 7.1 Status Update – Kim Berggren highlighted the following items:
- The Real Estate Forum is being held on Valentine’s Day. If you are attending as a real estate agent, you can sign up online and pay. Otherwise let staff know that you are coming. We are hosting the forum at the Clubhouse despite construction being underway. D’Amico will be working around the construction and Brad Tullberg is managing the construction process.
 - The Community Development Block Grant is coming up soon. The county recently hosted a meeting around the social services side of the community development block grant funds that are available. The county is now running that side of the program. We do have other funds available and staff will be bringing forward allocation recommendations to the City Council.
 - The Business Forward Advisory board welcomed three new members: Evotronics, Daily Dose and Takeda Pharmaceuticals. This is a good mix of businesses to serve and it is exciting to get new representation on the board. The board continues to be very engaged in the business community.
 - The EDA budgets for lobbying and has funds available. We are entering into an agreement with the lobbying firm, Lockridge, Grindal and Nauen. We were under contract with them last year in partnership with the Connect Blue Line Now! Coalition. Golden Valley and Robbinsdale will be sharing the costs with Brooklyn Park. The coalition is thinking about a trip out to D.C. in March.
 - We did ask the Clubhouse architect to provide additional information to the EDA about what the plans are for renovation. You will see there are renderings and construction plans over by the council chambers’ door available for your viewing. Brad Tullberg is here and can provide information on what is happening. Staff also provided you with the press release for a preview of what is coming with the Brooklyn Restaurant.

President Jeff Lunde stated earlier today Brooklyn Park hosted Congressman Dean Phillips at North Hennepin Community College, Olympus Surgical Technologies and Takeda Pharmaceuticals. The underlining theme was light rail and to introduce Congressman Phillips to businesses and institutions in our city. Olympus and Takeda talked about how much the city and state do to bring businesses in and they talked about their plans for potential development and expansion. It was good to have Congressman Phillips hear why businesses move to Brooklyn Park and the role that light rail played in their decision.

- 7.2 Housing Update – Erika Byrd reported that staff decided to separate the housing materials from the regular status update. This was done because we heard a great deal of interest among the EDA commissioners and city commissions; like the CLIC and Human Rights Commission as well as housing groups in the community. We see this as a tool where we can share information more easily with all the various stakeholders. You will likely be seeing this monthly from the EDA staff in your agenda packet.

Erika Byrd highlighted the following:

- A Fair Housing Policy is something that staff will be bringing to the EDA commissioners. Staff met with the Human Rights Commission in January, to introduce the topic to the group and see if they were interested in drafting a Fair Housing Policy together. Since they were we will be proceeding with that in the next few months.
- Tenant Protection Policy based on the November work session, where we heard an interest among EDA commissioners about pursuing a possible policy. Staff will be drafting something based upon St. Louis Park's ordinance and bringing that to the EDA.
- At the February Work Session staff will be bringing to you to review the current City of Brooklyn Park / EDA Homeownership Programs, including our Rehab Loan Program
- Update of the Apartment Action Plan and reviewing what has happened in the last twelve months across the various departments that are working on that. The Apartment Action Plan will be going to the City Council late February.
- Staff is working on a close out report for the Foreclosure Recovery. This is a program we put on hiatus at the end of 2017. The last home sold in March of 2018. Staff still checks in on how foreclosures are trending in Brooklyn Park. There were sixty-nine foreclosures in 2018 compared to over a thousand at the peak in 2008.

7.3 2019 Legislative Update – Kim Berggren reported this is an introduction summary for the EDA. This update is provided yearly to ensure staff is speaking and representing the interests of the EDA as we have conversations with our professional associations as well as various decision makers in the state and beyond. A few small changes were made to the policy from last year and most of the items listed are things you have seen in previous years. She highlighted:

- We have added information about supporting clarifications on the ability to use Opportunity Zones. This is the federal legislation that is now available to Brooklyn Park. We have one census tract that qualifies as an Opportunity Zone.
- There is a statement around the BLRT lobbying at the state, which is a big deal this coming session. Also on this topic it includes reaching an agreement with BNSF.
- There are additional statements that deal with workforce development and training. We recognize that there is a growing need in our community to support people that are building workforce development skills.

This document will get folded into Legislative Priorities that the City Manager will be bringing forward to the City Council next Monday.

Commissioner Wynfred Russell had questions on the wording used under two bullets in the section titled Affordable and Fair Housing. Kim Berggren responded that she would like to explain the origin of that section. The second bullet is straight out of the Fair Housing complaint that the city had several years ago with HUD. That is the language from that complaint. We haven't talked about that complaint for a while. It has been on hold in terms of actions being taken. The complaint is something that is still out there and we haven't taken a position that would be counter to that complaint. The first bullet has been a policy direction from the board for many years

about when the Met Council does the allocation of affordable housing, that is something that they do every year as an exercise. They account for affordable and existing housing in the community more and there has been progress around that in terms of Brooklyn Park's allocation. At one point, we were allocated at about 1,500 units and now we are allocated at about 500. There is a long conversation about what that means exactly. We could have that conversation now or later but I would like to have that before we discuss changes. Commissioner Russell stated he would like to have that conversation later in depth.

- 7.4 Presentation from Home Line and CURA regarding Eviction Study – Erika Byrd, Economic Development Specialist stated at the November EDA Work Session staff introduced this topic to you and commissioners encouraged staff to invite the authors and researchers to this meeting. The EDA asked HOME Line to prepare this report that examines the prevalence, trends and underlining themes of evictions in Brooklyn Park.

Samuel Spaid, HOME Line Staff Attorney and Research Director – HOME Line is a non-profit organization that serves residential tenants throughout the state of Minnesota, including the City of Brooklyn Park. We have served the residential tenants in Brooklyn Park for more than twenty-five years. He began the presentation going over the context and purpose:

- Evictions have a major impact on people. They affect housing stability, physical and mental health, how children do in school and more. Evictions are more likely to affect women and minorities.
- The purpose of this report was to examine trends related to residential evictions in Brooklyn Park.
- HOME Line was asked to prepare several items as part of this report including: a mapped geographic distribution of evictions addresses; a physical review and analysis of Brooklyn Park eviction cases; an analysis of evictions cases from a statewide data extract; and additional supplement which analyzed several of the eviction filers in Brooklyn Park.

Methodology - there were two main sources of data for this report. The first was the state data extract, which is an extract provided by the State of Minnesota's Courts Administrator. It is essentially a very large Excel spreadsheet with tens of thousands of rows that contains information about evictions filed in the State of Minnesota. We also did a manual review of the eviction cases. Rebecca Hare, CURA Graduate Research Assistant went to the courthouse in Hennepin County and pulled electronic files and reviewed them there.

Key Findings – the number of evictions filed in Brooklyn Park has remained steady even though the number of evictions filed statewide has decreased. Nonpayment cases account for 97% of the evictions filed in Brooklyn Park, noticeably higher than in other areas where this study has been done i.e. Minneapolis, St. Paul and Greater Minnesota. Over half of all eviction filings ultimately resulted in a tenant displacement. Sixty-one percent of eviction cases were filed by four complexes, even though they represent only 28% of rental units in Brooklyn Park. Several charts and maps were shown to commissioners based on the key findings. Samuel Spaid answered questions from commissioners on these.

Breanne Rothstein, Economic Development & Housing Director stated we have had some initial discussions with one of the frequent filers. Staff wants to continue those conversations to raise awareness of the situation. Moving forward we are proposing to bring back some research, the stories behind these evictions. We are planning to engage with Dr. Lewis at the Center for Urban and Regional Affairs in continuing this work. Tonight, the quantitative research was presented and we would like to understand the individual stories to augment that work. Moving forward we will be meeting with community groups, that represent tenants, as well as property owners and managers. Staff is proposing to enlist a facilitator to facilitate those discussions. At the end of that work we will propose the next steps in addressing evictions.

Eric Hauge, HOME Line Executive Director, informed commissioners that they have helped the City of Minneapolis, City of St. Paul and Greater Minnesota do similar research. The City of Minneapolis has taken a number of steps. They have a multi-tier strategy in terms of how to get assistance to folks at the courthouse as quickly as possible and mediation type of services to resolve these disputes prior to filing. Several City Council Members in Minneapolis have expressed an interest over the past year to bring forward a renter first approach policy that would involve several city ordinance changes and some changes to the way their inspection services work. This year HOME Line is seeking some changes to state law around the timeline for an eviction. Minnesota is one of only a quarter of the states in the US that doesn't have any form of required advance eviction notice to be filed. Advance notice would allow renters the ability to seek legal services from HOME Line or Legal Aid, mediation services or access to emergency assistance. Following their report, the City of Minneapolis felt that potentially there were some impacts from their Conduct on Premises ordinance and how that might be impacting renters housing stability.

Kim Berggren informed commissioners that it is staff's intention to have a facilitated conversation with the multi-family housing association. Staff will invite commissioners to that meeting once it is set up. There have been direct conversations with several apartment complexes. Dominion, which owns Huntington Place and is the largest complex in the city with 900 units, is conducting an internal audit. They were not aware that their numbers were as high as they were. Staff is looking forward to meeting with them after they have completed their internal audit.

Commissioners asked questions, provided feedback and asked for further information i.e. tenant criteria, policies, practices, payment methods, separating single family data, education, etc.

IV. WORK SESSION: Commissioners recessed at 9:04 pm from the Council Chambers and reconvened at 9:12 pm in the Steve Lampi Conference Room. This portion of the meeting was not televised nor videotaped but was open to the public.

8. WORK SESSION ITEMS

8.1 Discuss the Usage of Paid Sewer Availability Charge Credits and Direct Staff to Bring Back a Policy Regarding the Reuse of Excess Credits in the Future – Daniela Lorenz, Business Development Coordinator, gave a brief presentation:

Background:

- 2013 Grand Rios Hotel was demolished.
- 2016 CarMax built new facility on the site.
- Site has 104 excess credits.
- City appealed to Metropolitan Council to take 100 of the excess credits citywide, 4 are left on the site for current and future use.

Sewer Availability Charge (SAC):

- Sewer Availability Charge is a one-time fee charged by the Met Council when a residence or business connect to the regional wastewater/sewer system for the first time. Businesses that expand may also be charged.
- The Met Council charges SAC to local governments who pass on the fee onto the property or business owners.
- One SAC = \$2,485.

Current SAC and WAC Programs:

- SAC Deferral Program – 2015
- WAC Deferral Program – 2015
- Water Access Charge Policy – 2007

Water Availability Charges (WAC):

- Started charging in 1994.
- 28 available paid WAC credits.
- 1 WAC for every 1 SAC.
- Policy adopted in 2007. City allowed to allocate paid WAC credits from demolished buildings to other projects.
- If program is adopted for SAC, it will work to complement the existing WAC policy.

Discussion/Options:

1. Pool credits for:
 - a) SAC for ED program i.e. restaurant recruitment, redevelopment and infill; business development and expansion; and other.
 - b) SAC cash for other use.
2. Leave credits with property except when demolished for public infrastructure projects.

Commissioners discussed the options presented and gave staff direction to look at pooling excess credits, maybe as a recruitment tool and leaving credits with the property.

V. ADJOURNMENT

Meeting adjourned at 9:45 p.m.

Respectfully Submitted
EDA Secretary Theresa Freund

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK
FEBRUARY 19, 2019 ANNUAL MEETING MINUTES

I. ORGANIZATIONAL BUSINESS:

1. CALL TO ORDER: Vice President Lisa Jacobson at 7:00 p.m.

ROLL CALL PRESENT: Vice President Lisa Jacobson and Treasurer Wynfred Russell, Commissioners Terry Parks, Susan Pha and Tonja West-Hafner, Executive Director Kim Berggren and Secretary Theresa Freund.

ABSENT/EXCUSED: President Jeffrey Lunde and Commissioner Mark Mata.

2. PUBLIC COMMENT AND RESPONSE:

2. A Response to Prior Public Comment: None.

2. B Public Comment: None.

3. APPROVAL OF AGENDA

MOTION WEST-HAFNER, SECOND PARKS APPROVING THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY.

II. STATUTORY BUSINESS:

4. CONSENT:

- 4.1 Consider Approving EDA Meeting Minutes

MOTION WEST-HAFNER, SECOND PARKS TO APPROVE THE APRIL 16, 2018, OCTOBER 15, 2018, NOVEMBER 19, 2018 AND DECEMBER 17, 2018 MEETING MINUTES. MOTION PASSED UNANIMOUSLY.

5. PUBLIC HEARINGS:

5.1 None.

6. GENERAL ACTION ITEMS:

- 6.1 Consider Approving a Resolution Authorizing the Use of Tax Increment Financing (TIF#3) Funds for the Payment of Non-Reimbursable Expenses for the Highway 169 and 101st Interchange Project.

MOTION PHA, SECOND WEST-HAFNER TO WAIVE THE READING AND ADOPT RESOLUTION #2019-3 AUTHORIZING THE USE OF TAX INCREMENT FINANCING (TIF#3) FUNDS FOR THE PAYMENT OF NON-REIMBURSABLE EXPENSES FOR THE HIGHWAY 169 AND 101ST INTERCHANGE PROJECT. MOTION PASSED UNANIMOUSLY.

III. DISCUSSION:

7. DISCUSSION ITEMS

- 7.1 Status Update – No item was highlighted or reported on. Commissioners had no questions.

IV. WORK SESSION: Commissioners recessed at 7:10 pm from the Council Chambers and reconvened at 7:18 pm in the Steve Lampi Conference Room. This portion of the meeting was not televised nor videotaped but was open to the public.

8. WORK SESSION ITEMS

- 8.1 Discuss Purchase of Parcels Related to the Acquisition of Right-of-Way for the 101st and 169 Interchange.

MOTION WEST-HAFNER, SECOND PARKS MOVE TO RECESS INTO A CLOSED SESSION PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBDIVISION 3(c) TO CONSIDER DEVELOPING OFFERS TO PURCHASE THE FOUR PARCELS OF LAND IDENTIFIED IN THE STAFF REPORT. MOTION PASSED UNANIMOUSLY.

At 7:32 pm the work session was closed following the above motion. Present during the closed session were: Vice President Lisa Jacobson, Treasurer Wynfred Russell, Commissioners Tonja West-Hafner, Susan Pha, Terry Parks, Executive Director Kim Berggren, Assistant Executive Director Jay Stroebel, EDA Attorney Jenny Bolton, Planning Director Cindy Sherman, Economic Development & Housing Director Breanne Rothstein, City Engineer Jesse Struve, WSB Consultant Faye Gillespie and EDA Secretary Theresa Freund. At 7:46 pm the work session was reopened and the public was invited back into the conference room.

Vice President Jacobson stated the Board met in closed session to consider developing offers to purchase the parcels of land identified in the staff report. No action was taken by the Board in the closed session.

- 8.2 Brooklyn Park Homeowner Programs Overview – Kim Berggren reported staff is suggesting that the EDA consider adjusting the Home Improvement and CDBG Home Rehab Programs. Staff is also suggesting that we add two new programs: on-bill payment loans and down payment assistance. The city has about 16,000 homes that would be impacted by these program adjustments.

Some of the guiding principles staff is suggesting is to keep the available programs as easy to understand as possible and maybe think about using 115% AMI or 120% AMI as the cutoff for all the programs to simplify it for administration and ease of understanding. We are suggesting that we do a longer term if repayment is required to give homeowners more time and lower payments. Keep a ten-year term, if forgiving the loan. Thinking of benefiting more people in need. The other factor is having larger loan amounts when you are getting repaid versus when you are forgiving. In the last few months we have talked about how our home improvement loan program is severely underutilized and there is over \$700,000 set-aside for this purpose that hasn't been used.

Marketing strategies are listed in the report. We can do more to market it but the usage is so low that a marketing strategy won't be enough to get usage up. At different times, we have marketed it more but it has not had a significant impact. The challenges we are experiencing is low usage and the interest rates are high so residents are choosing to go to a Minnesota Housing or CEE loan product instead, which is fine as that is the position the EDA has been okay with in the past. Income restrictions are relatively low compared to other programs. CEE doesn't have any on their programs and Minnesota Housing has a \$141,000. We require two bids for our program and the other programs only require one bid. CEE runs the program for us and if they see bids that are off, they are advising the homeowner to get another bid. This expedites the process when you only have to get one bid. The way the program is currently run you can only access it once so we are suggesting letting people go up to the maximum amount even if they want to come back and get more money. As long as they are not exceeding the maximum amount. These are some of the issues that staff think is problematic with the program.

Staff is recommending creating four loan types within the program to achieve specific goals related to:

1. Improve overall program usage with 4% interest, no income limits, \$50,000 maximum and repayment required.
2. Better interest rate for lower income households with 3% interest, under 120% AMI, maximum \$50,000 and repayment required
3. Better interest rates and forgivable loans for seniors with 0% interest rate, due on change of ownership, maximum \$25,000 and no income restrictions.
4. Alleviate open code enforcement cases with 0% interest rate, deferred/forgiven after 15 years, under 120% AMI and maximum \$25,000.

We also have the CDBG Home Rehab Loan Program which requires 80% AMI. Staff is suggesting changes to the program:

1. Loan amount not enough for some improvements like siding. Increase amount to \$25,000. What is happening today in the way we run the program is that if it is over \$15,000 we are sending out a city inspector to approve the difference and Hennepin County also sends out an inspector.
2. Eliminate the dual inspection and allow the county to go up to \$25,000. We would also be asking the county to target \$20,000 and they have said they could do that successfully after running the program for the past year. A lot of the cities around Brooklyn Park are using the cap \$25,000 to \$30,000.
3. Staff is also suggesting that residents could come back and use the program again in the future after the ten-year loan term is over.

New program ideas:

1. Center Point Energy on bill repayment program – energy efficiency improvements like new windows, insulation, HVAC, roofing, etc. This is being discussed to make it easier for residents to access funds because they don't have to deal with another loan product and they can make payments through their bill. If commissioners are interested in this option, staff can coordinate it with Center Point Energy.

2. Down payment assistance program, which we have had in the past. If commissioners want to focus on the reduction of the barriers of homeownership, we start offering one. Other cities have similar programs and it can be layered with Minnesota Housing \$15,000 down payment assistance. This would be forgiven after ten years or if they sell before ten years they are repaid with any proceeds that are available after the sale.

Staff is planning on beefing up our marketing with the city's new communication staff in place.

Commissioners discussed the different options presented and gave staff feedback. Staff will work with CEE and HC to adjust guidelines and create new programs. Staff will bring this to the EDA at the April meeting for approval.

- 8.3 Housing Policies, Programs and Strategies Update Overview – Erika Byrd stated this overview serves as an update to commissioners and for staff to receive feedback on policies.

The eviction work has been a priority for the EDA. Staff delivered over a thousand of the Attorney General Landlords and Tenants: Rights and Responsibilities booklet through welcome bags to tenants. Staff has had meetings with apartment managers and owners. The HOME Line eviction report was presented to the EDA in January.

Erika Byrd reported the Next Steps is to exploring ways to prevent evictions and support tenants. Staff is scheduling facilitated discussion on evictions with stakeholder groups:

- Owners with Multi-Family Housing Association end of March. Commissioners will be notified of the date.
- Seeking advice on best approach to gather tenant input from ACER and Dr. Lewis.

Staff will be meeting with the Human Rights Commission in March to draft a Fair Housing Policy. The draft policy will be brought to the EDA this spring.

Other key updates: the Apartment Action Plan 2.0 was launched February last year. Staff is working to bring an update to the City Council in March or April.

Kim Berggren reported staff is working on the Tenant Protection Ordinance. An example from St. Louis Park is included in your packet and we are using that as a guide. Staff is talking to other cities. We will be bringing forward a suggested Tenant Protection Ordinance that will require a new owner to notify tenants that they have acquired the property and giving a 90-day warning if they will be renovating and asking tenants to leave. Most owners currently do this. This would put this protection in place for all apartments.

Commissioners expressed concern over the loss of affordable housing and directed staff to keep working on the Tenant Protection Ordinance.

V. ADJOURNMENT

Meeting adjourned at 9:14 p.m.

Respectfully Submitted
EDA Secretary Theresa Freund

City of Brooklyn Park Request for EDA Action

Agenda Item No:	6.1	Meeting Date:	March 18, 2019
Agenda Section:	General Action Items	Prepared By:	Jennifer Jordan, Senior Project Manager
Resolution:	N/A	Presented By:	Jennifer Jordan, Senior Project Manager
No. of Attachments:	3		
Item:	Consider Approving a Term Sheet Between the EDA and Dignicare Properties of Brooklyn Park LLC for Soil Correction and Construction of a 32-Unit Senior Care Development at 8500 Regent Avenue		

Executive Director's Proposed Action

MOTION _____, SECOND _____ APPROVING A TERM SHEET BETWEEN THE EDA AND DIGNICARE PROPERTIES OF BROOKLYN PARK LLC, FOR SOIL CORRECTION AND CONSTRUCTION OF A 32-UNIT SENIOR CARE FACILITY AT 8500 REGENT AVENUE.

Overview:

Dignicare Properties of Brooklyn Park LLC ("Developer") is proposing construction of a 32-unit senior care development located at 8500 Regent Avenue. Upon completing soils testing on the site, the Developer discovered the presence of organic soils that are unsuitable for building. Based on estimates received by the developer, the cost to remediate these conditions is \$435,000.

Citing these increased costs and a financial gap in the project, the Developer made a request for financial assistance to the EDA. EDA staff and consultants confirmed this gap, but determined the project could support a repayable loan, rather than a grant. The purpose of this action is to consider approval of a term sheet outlining the EDA's proposed assistance to the Developer. If approved by the EDA, the terms will be formalized in a full Development Agreement that will be drafted and presented to the EDA for its consideration in April.

Primary Issues/Alternatives to Consider:

- **What is being proposed at the property?**

The project proposes to construct a 32-unit senior rental housing complex which includes 18 assisted living units and 14 memory care units. A range of senior housing types has been identified as a large need in the community. Community engagement for the project occurred in August 2018. The project was recommended for approval by the Planning Commission on September 12, 2018 and approved by the City Council on September 24, 2018.

- **What are the key points of the term sheet?**

Funding Assistance. The EDA will provide a repayable loan of up to \$435,000 to the Developer for correction of structurally substandard soils on the site. The amount of the loan will be the lesser of the actual costs to remediate the site or \$435,000. The loan to the Developer will be interest only at 5% per annum over a three-year term with a balloon payment of the full principal amount at the end of year three. The loan source will be Tax Increment Financing (TIF) District #3 funds. The use of funds from TIF District #3 are limited to eligible redevelopment costs with the City's Development District #1. The financial assistance contemplated for this project is an eligible use of TIF #3 funds.

Mixed-Income Housing. This development is subject to the City's Mixed-Income Housing Policy. The Developer agrees to provide 15% of the units (5 of 32) affordable to households at 60% of area median income verified annually.

Fees. Developer will be required to pay usual and customary City fees and costs related to approvals needed for construction of the minimum improvements. The Developer has already deposited \$10,000 with the Authority to pay the EDA's costs for financial advisors and legal counsel, in accordance with the EDA's Developer Fee Policy.

- **What are the budget implications?**

Staff proposes that the EDA structure assistance using existing tax increment funding from the TIF #3 district. As noted above, the TIF #3 funds are currently available and eligible for use with this project. The EDA or City general fund is not being proposed as a funding source for this project. If the term sheet is approved, the 2019 budget for TIF 3 will be amended to provide for the expenditure from the district and for the anticipated revenue coming in as repayment on the loan.

- **What are the next steps?**

- Approval of development agreement: April 15, 2019
- Construction begins: Summer 2019
- Facility opening: Spring 2020

Recommendation:

The Executive Director of the Economic Development Authority recommends approval.

Attachments:

- 6.1A TERM SHEET
- 6.1B LOCATION MAP
- 6.1C EXECUTIVE SUMMARY

Term Sheet

This Term Sheet is executed as of this ____ day of _____, 2019 by and between Developer and EDA (as those terms are defined below) and is intended to set forth the general terms upon which the parties hereto may be willing to enter into a Contract for Private Development (the “Development Agreement”). Except for Section 10 below (which shall be binding upon Developer) this Term Sheet shall not be deemed conclusive or legally binding upon either party and neither party shall have any obligations regarding the property defined below unless and until a definitive Development Agreement is approved by the EDA board and executed by both parties.

1. Developer: Dignicare Properties of Brooklyn Park LLC
2. Property: PID 16-119-21-44-0007 (8500 Regent Avenue)
3. Developer Conditions:
 - a. Execution of Development Agreement
 - b. Soil corrections and Construction of Minimum Improvements
 - c. Site Control
4. EDA Conditions:
 - a. Reserve funds from TIF #3 for Loan
 - b. EDA approval of Construction Plans
 - c. Execution of a Development Agreement
5. Minimum Improvements: Improvements to the Property will include soil corrections and the construction of a 22,000 square foot, 32-unit, senior living project with 18 assisted living units and 14 memory care units, as recommended by the Planning Commission on September 12, 2018 and approved by the City Council on September 24, 2018.
6. Construction Schedule: Commence construction by July 1, 2019, and complete by June 1, 2020. For the purpose hereof, “Commence” shall mean beginning of physical improvement to the Property, including grading, excavation, or other physical site preparation work; and “Completed” shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy. Upon Completion the EDA shall issue, in recordable form, a “Certificate of Completion.”
7. Public Assistance: Subject to all terms and conditions of the Development Agreement, EDA will provide a loan to the Developer for Qualified Costs equal to the amount associated with the necessary soil corrections, estimated at \$435,000. “**Qualified Costs**” shall mean the costs necessary to correct structurally substandard soils incurred in connection with the construction of the Minimum Improvements. The loan to the Developer will be interest only at 5% per annum over a three-year term with a balloon payment of the full principal amount at the end of year three.
8. Mixed-Income Housing: The Developer agrees the Minimum Improvements will conform in all respects to the City of Brooklyn Park’s Mixed-Income Housing Policy. The

affordability standard chosen by the Developer to meet the policy is 10% of the units affordable to households at 50% of the area median income. For this project, at least 4 of the 32 units must meet this standard.

- 9. Minimum Improvements Value: The Minimum Improvements to be constructed upon the Property are anticipated to have a value of approximately \$130,000 per unit, or \$4.16 million.
- 10. Fees: Within three (3) days of approval of this Term Sheet by the EDA Board of Commissioners, Developer shall pay to the EDA the sum of Ten Thousand Dollars (\$10,000.00) to pay for the reasonable out-of-pocket legal, financial consultant and administrative fees associated with this transaction. If additional expenses are incurred beyond the \$10,000, prior to the execution of a development agreement, the EDA shall notify the Developer in writing and the Developer will be required to deposit additional funds upon notice.
- 11. Miscellaneous:
 - a. No transfer of the Property or of the Development Agreement without EDA consent prior to the issuance of the Certificate of Completion, except for: mortgage financing and transfers to the company to be identified in the Development Agreement as operating the building.
 - b. Developer covenants to pay property taxes and maintain customary insurance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DIGNICARE OF BROOKLYN PARK LLC

By: _____
Its: _____

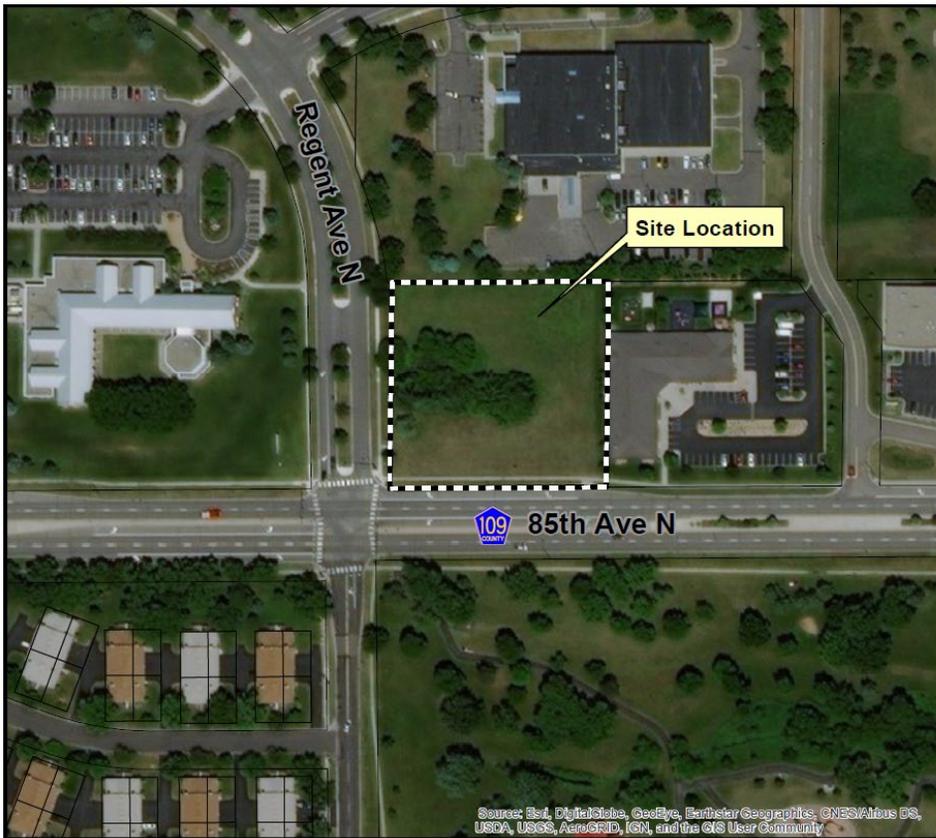
By: _____
Its: _____

BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

Conditional Use Permit #18-118 Hampton Companies/Dignicare
8500 Regent Ave. N.

Brooklyn Park
Community Development



Spring 2016 Air Photo.

100
Feet



Map Date August 15, 2018



Suite Living Senior Care of Brooklyn Park

Overview

Suite Living Senior Care of Brooklyn Park (“Suite Living”) will feature 32 single-bed units with 18 units dedicated to Assisted Living (“A/L”) and 14 units to Memory Care (M/C”). The building will be a 22,000-sf single-story wood framed structure, with high quality finishes that resembles a single-family residential design. The building includes an in-floor heating system to ensure all residents are always comfortable. The floorplan is an open concept with valuated ceiling in the entrance and all common areas, wide hallways, fire places, fish tanks, and indoor / outdoor activity spaces.

The building will take approx. 7 months to construct, and once opened, the facility will achieve breakeven lease up by month 12, and full stabilization by month 17. The completed facility will provide an intimate setting where residents are encouraged to interact with one another in a homelike environment. Facility amenities will include dining facilities, sitting rooms, beauty shop, outdoor living areas, visiting physicians and home cooked meals. The open floor plan ensures ongoing care staff / resident interaction and monitoring.

The A/L residents will enjoy a home-like atmosphere in a setting that allows them the freedom to participate in many activities that not only help assist them in their daily care needs but also provide them with a higher quality of life. Each A/L unit is a single-bed configuration providing approx. 300 sf. These units include a microwave, small fridge, resident controlled thermostat for in-room ductless HVAC system (mini-split), and a bathroom with walk-in, no-trip, shower.

The M/C residents will be provided with their own code-lock secure area of the building that provides a congregate dining room, activity/craft area and a secure garden/patio area. These residents will benefit from life enrichment programs that are specially designed for residents with Alzheimer’s and Dementia. Each M/C unit is a single-bed configuration providing approx. 280 sf. These units include a care provider-controlled thermostat for in-room ductless HVAC system (mini-split), and a bathroom.

Staff at Suite Living are trained in serving those with Alzheimer’s/Dementia, Parkinson’s and other specialty needs usually unmet by other larger senior care facilities. Suite Living will employ approx. 25 full-time equivalent and part-time positions who provide 24 X 7 personalized care to the residents.

The 32-unit configuration is a dramatic departure from the senior care industry norm, where bigger is considered better, as a large facility helps create operational economies of scale. This “bigger is better” model has a number of drawbacks, the most important being the impersonalized resident care experience coupled with a lack of flexibility in the overall resident care model. By focusing on this 32-bed strategy, Suite Living can deliver a much more personalized care experience to its residents. This strategy further ensures that the Suite Living resident to care staff ratio never exceeds 8-1 (which is much lower than the typical large senior facility) and allows the care staff to deliver a highly flexible 24 X 7 care offering to the residents including customized group activities and meal plans.

Sponsorship

Collectively, the Suite Living sponsorship have over 150 years of collective development, construction, operations, and capital markets experience. They have developed and/or built 900 residential single family lots, 2,000 single-family and hospitality units; 250,000 sf of commercial space; and developed 400 senior housing units; and completed over \$1.5 BN in capital markets transactions.

Business Plan

The Suite Living executive team executes its business plan through 4 highly collaborative divisions being:

- Land
 - o Locates and entitles land, completes all reports and studies (Phase 1, soils, land appraisal, market analysis, etc.), completes all engineering and preliminary site planning
- Construction
 - o Completes all architectural drawings and constructs a fully completed “turn-key” 32-unit senior care facility
- Healthcare
 - o Provides daily management to each senior care facility including sales and marketing, leasing, resident care, property maintenance, etc.
- Operations / Administration
 - o Provides all of the above divisions with a comprehensive administrative support solution that includes all aspects of administration, reporting, accounting, and lender relationships

Site Selection

The Suite Living site selection process is driven by the combination of third-party empirical data and deep senior housing real estate development experience. Once a potential new site is identified, the management team will then run a comprehensive senior-specific demographic profile for the area based on a 3, 5, and 10-mile radius. This demographic profile is then over-layed with a comprehensive traffic study to ensure that the site offers maximum suitability and visibility for a facility.

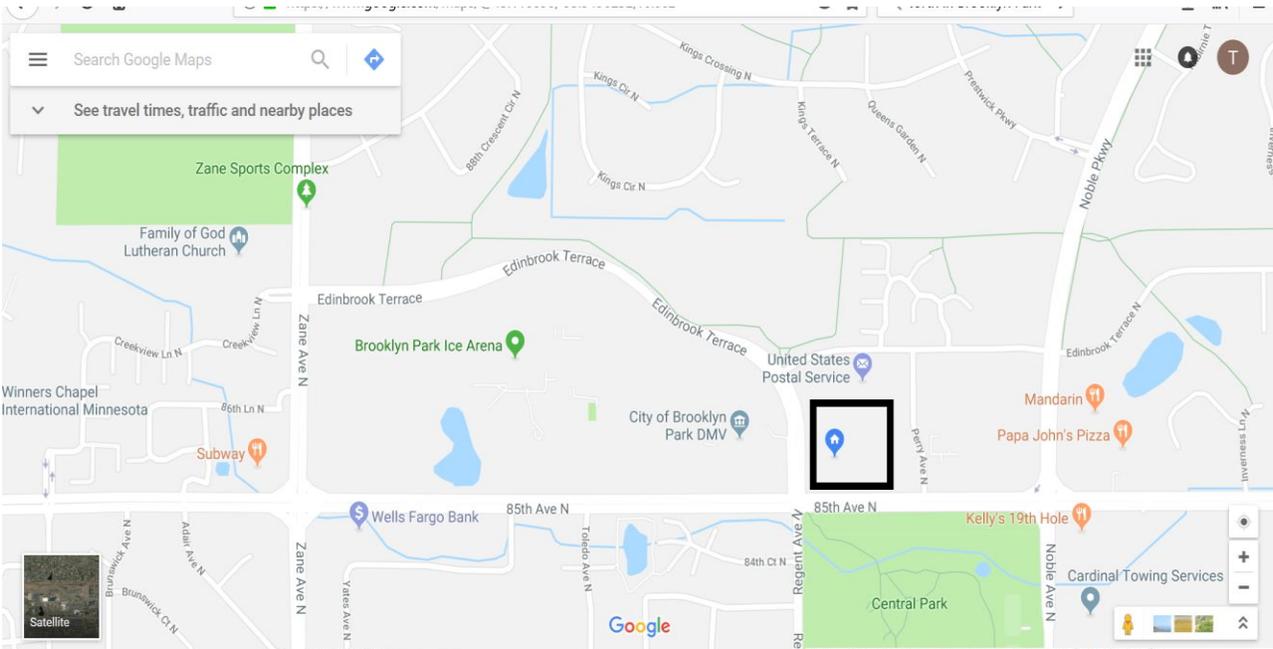
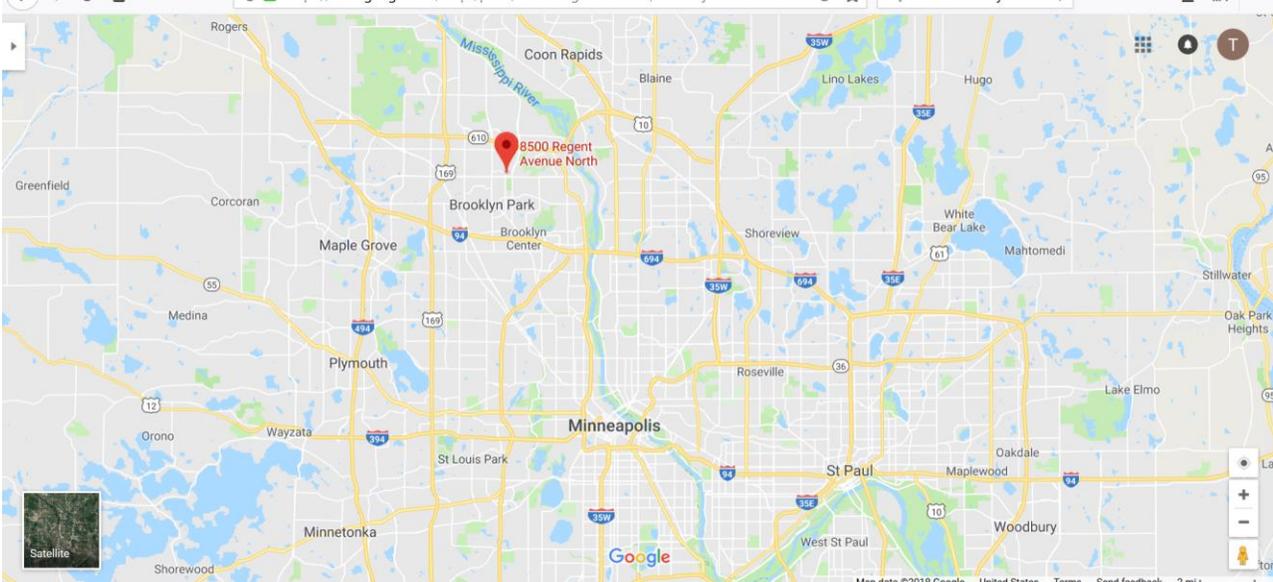
Resident Care Profile

The Suite Living business model focuses on providing high-acuity specialty care to its residents. The typical resident has an assessment grade of G or higher (based on the industry “A – K” assessment model). As previously noted, the 32-bed configuration allows the care staff to provide a highly customized care package to each resident based on his/her specific care needs. Based on existing facilities under management, the resident mix is forecasted to be 80% Private Pay and 20% Elderly Waiver. The Suite Living care model incorporates an “on-call” doctor model which ensures that each resident receives doctor assistance without having to leave the facility. This model helps significantly reduce the risk of outside viruses being brought into the facility.

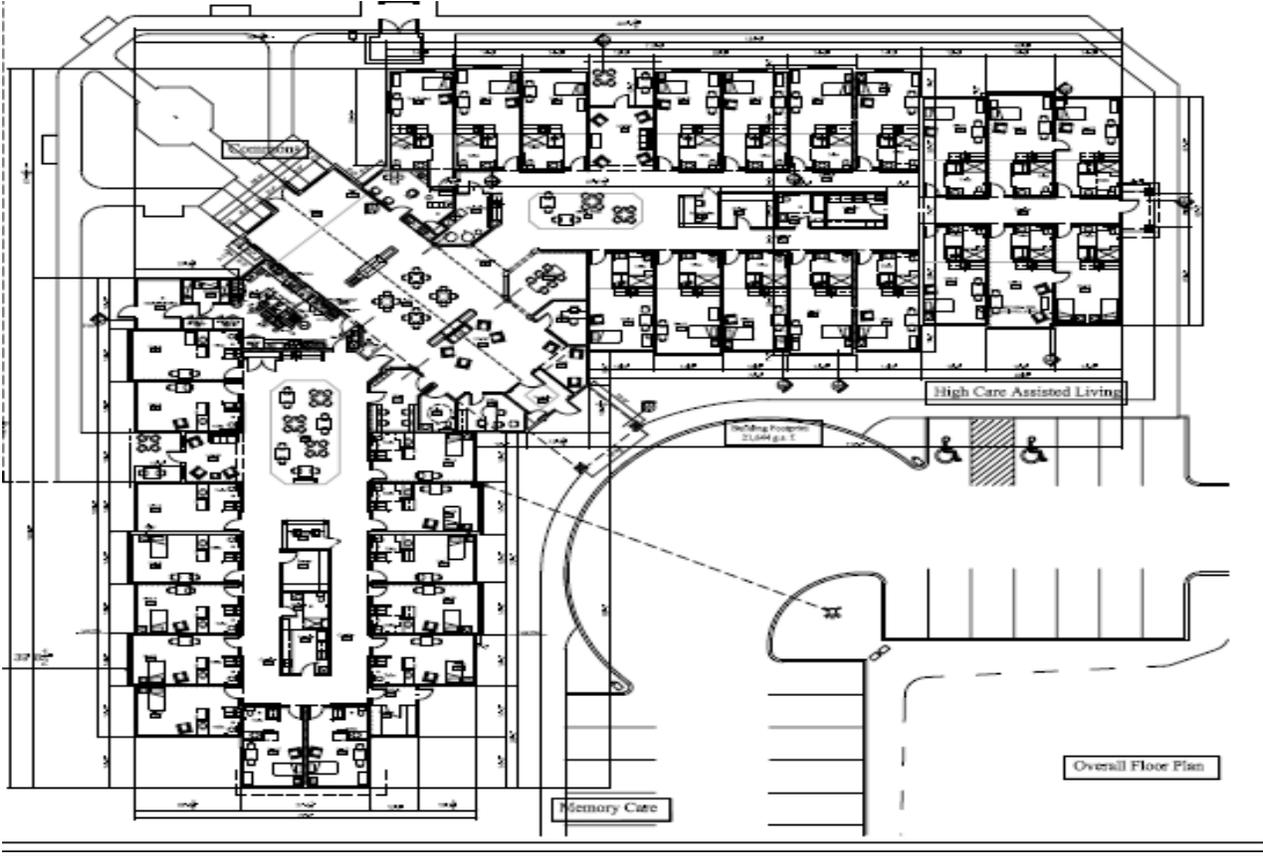
Property Location / Demographics

The property is located at 8500 Regent Ave North in Brooklyn Park which is the N/E corner of Regent Ave N and 85th Ave N. The site is a highly visible corner site with approx. 15,000 cars per day passing this location. The site is in close proximity to the Brooklyn Park administrative offices, police station, and is also directly across the street from Central Park.

Brooklyn Park is a commuter town located in Hennepin County, and is just 11 miles from downtown Minneapolis. 2018 census figures show a population base of approx. 80,000, with a median income of \$92,000, and 8% of the population 65 years and older. There are approx. 2,400 households within 5-mile radius of the site.



Rendering and Floorplan



Example of Completed Facility (Vadnais Heights)

Exterior



Entrance / Lobby



Nursing Station / Assisted Living



Nursing Station / Memory Care



Activities Area



Dining Area / Assisted Living



Dining Area / Memory Care



Beauty Salon



Kitchen



Existing Facilities

Vadnais Heights, MN

- 32 high acuity beds (18 Assisted Living and 14 Memory Care)
- L-Shape configuration
- Construction start date Dec/16
- Construction completion date Aug/17
- Formal opening date Sept/17
- Current occupancy 100%



Roseville, MN

- 25 high acuity beds (17 Assisted Living and 8 Memory Care)
- L-Shape configuration
- Construction start date Dec/17
- Construction completion date June/18
- Formal opening date July/18
- Current occupancy 100%



Under Construction

Little Canada, MN

- 32 high acuity beds (18 Assisted Living and 14 Memory Care)
- Straight-Line configuration
- Construction start date Nov/18
- Construction completion date Jun/19



North St Paul, MN

- 32 high acuity beds (18 Assisted Living and 14 Memory Care)
- L-Shape configuration
- Construction start date Nov/18
- Construction completion date July/19



Under Development

- Inver Grove Heights, MN (Ground-breaking Jan/19)
- Brooklyn Park, MN (Ground-breaking Feb/19)
- Woodbury, MN (Ground-breaking May/19)
- Maple Grove, MN (Ground-breaking June/19)
- Anoka, MN (Ground-breaking Sept/19)
- Lake Elmo, MN (Ground-breaking Oct/19)
- Brooklyn Center, MN (Ground-breaking Nov/19)
-

Budget

BROOKLYN PARK				
BUDGET + USES / SOURCES - BONDS				
Metrics				
Floor Count		1		
Total Unit Count		32		
GSP		22,446		
Uses / Sources				
Uses	Original	Unit	SP	Roll Up
Land				
Land Value	\$ 650,000	\$ 20,313	\$ 29	\$ 650,000
Direct Costs - Hard				
General Conditions	\$ 334,526	\$ 10,454	\$ 15	
Site Work / Utilities	\$ 400,853	\$ 12,527	\$ 18	
Concrete	\$ 303,653	\$ 9,489	\$ 14	
Masonry	\$ 165,615	\$ 5,175	\$ 7	
Metals	\$ 16,870	\$ 527	\$ 1	
Wood and Plastics	\$ 803,651	\$ 25,114	\$ 36	
Thermal & Moisture Protection	\$ 359,943	\$ 11,248	\$ 16	
Openings	\$ 105,846	\$ 3,308	\$ 5	
Finishes	\$ 466,907	\$ 14,591	\$ 21	
Specialties	\$ 65,100	\$ 2,034	\$ 3	
Equipment	\$ 151,782	\$ 4,743	\$ 7	
Furnishings	\$ 67,000	\$ 2,094	\$ 3	
Special Construction	\$ 72,500	\$ 2,266	\$ 3	
Mechanical	\$ 660,537	\$ 20,642	\$ 29	
Electrical	\$ 457,479	\$ 14,296	\$ 20	\$ 4,432,262
Direct Costs - Other				
Fish Tanks	\$ 35,000	\$ 1,094	\$ 2	
FF&B	\$ 110,000	\$ 3,438	\$ 5	
Landscaping	\$ 75,000	\$ 2,344	\$ 3	
Retaining Walls	\$ -	\$ -	\$ -	
Signage	\$ 12,500	\$ 391	\$ 1	
Contingency	\$ 37,500	\$ 1,172	\$ 2	\$ 270,000
Direct Costs - Ancillary				
Punch List	\$ 7,500	\$ 234	\$ 0	
Builders Risk	\$ 37,250	\$ 1,164	\$ 2	
Builders Profit and Overhead	\$ 295,250	\$ 9,227	\$ 13	
Contingency	\$ 275,000	\$ 8,594	\$ 12	\$ 615,000
Direct Costs - Remediation				
Mitigation / Remediation	\$ 435,000	\$ 13,594	\$ 19	\$ 435,000
Soft Costs - Architect / Reports / Title				
Architect / Civil / Structural	\$ 90,000	\$ 2,813	\$ 4	
Phase I / Soils / Other	\$ 15,000	\$ 469	\$ 1	
Appraisal / Title / Borrow / Other	\$ 25,000	\$ 781	\$ 1	\$ 130,000
Soft Costs - Legal / Admin				
Bond Counsel	\$ 12,500	\$ 391	\$ 1	
UW Counsel	\$ -	\$ -	\$ -	
Lender / Trustee Counsel	\$ 37,500	\$ 1,172	\$ 2	
Sponsor Counsel	\$ 10,000	\$ 313	\$ 0	
Administrative Services / Support	\$ 60,000	\$ 1,875	\$ 3	\$ 120,000
Soft Costs - Taxes				
Taxes During Construction	\$ 12,500	\$ 391	\$ 1	\$ 12,500
Soft Costs - Contingency				
Contingency	\$ 95,000	\$ 2,969	\$ 4	\$ 95,000
Fees - Sae / Wae / Watershed / Permits				
Sae / Wae / Watershed / Permits	\$ 120,000	\$ 3,750	\$ 5	\$ 120,000
Operation - Leasing / Marketing				
Operating Reserve	\$ 300,000	\$ 9,375	\$ 13	
Marketing / Website / Bro	\$ 100,000	\$ 3,125	\$ 4	\$ 400,000
Costs - Other				
Developer Fee	\$ 275,000	\$ 8,594	\$ 12	\$ 275,000
Financing - Fees / Interest / Capital Markets				
Capital Markets Fee	\$ 81,000	\$ 2,531	\$ 4	
Lender Interest / Construction - 12 Months	\$ 810,000	\$ 25,313	\$ 36	
Rounding / Contingency	\$ -	\$ -	\$ -	\$ 890,000
Total Uses	\$ 8,445,762	\$ 263,930	\$ 376	\$ 8,445,762

Income / DSC Analysis

BROOKLYN PARK				
INCOME / DSC ANALYSIS				
Income Analysis - Month 12	Total	Per Unit	%	DSC
Total Income	\$ 405,000	\$ 12,656		
Total Operating Costs	\$ (541,252)	\$ (16,914)		
Operating Reserve	\$ 250,000	\$ 7,813		
Net Income Before Senior Loan DSC	\$ 113,748	\$ 3,555		
Bonds - Year 1	\$ -	Year 1 - Interest Reserve		N/A
Net Income After Senior Loan DSC	\$ 113,748			
Income Analysis - Month 24	Total	Per Unit	%	DSC
Total Income	\$ 2,106,504	\$ 65,828	100%	
Total Operating Costs	\$ (1,095,356)	\$ (34,230)	52%	
Net Income Before DSC	\$ 1,011,148	\$ 31,598	48%	
Bonds - Year 2	\$ (810,000)			1.25
Net Income After DSC	\$ 201,148			
Income Analysis - Month 36	Total	Per Unit	%	DSC
Total Income	\$ 2,194,980	\$ 68,593	100%	
Total Operating Costs	\$ (1,151,772)	\$ (35,993)	52%	
Net Income Before DSC	\$ 1,043,208	\$ 32,600	48%	
Bonds - Year 3	\$ (810,000)			1.29
Net Income After Senior Loan DSC	\$ 233,208			

Sponsor Contact Info

Please direct questions to Tim C. Eppler

- Cell 916-390-0016
- Email tim@cofcapital.com

City of Brooklyn Park Request for EDA Action

Agenda Item No:	6.2	Meeting Date:	March 18, 2019
Agenda Section:	General Action Items	Prepared By:	Kim Berggren, Executive Director Brad Tullberg, Parks and Facilities Manager
Resolution:	X	Presented By:	Brad Tullberg, Parks and Facilities Manager
No. of Attachments:	4		
Item:	Consider Approving a Loan to D'Amico Catering, LLC and Authorizing Execution of Loan Documents		

Executive Director's Proposed Action:

MOTION _____, SECOND _____ TO WAIVE THE READING AND ADOPT RESOLUTION #2019-__ APPROVING A LOAN TO D'AMICO CATERING, LLC AND AUTHORIZING EXECUTION OF LOAN DOCUMENTS.

Overview:

The Brooklyn Park Economic Development Authority (EDA) entered into a Clubhouse Management Agreement with D'Amico and Partners Catering effective January 1, 2019. The Clubhouse at Edinburgh USA is both a community public recreation facility and an economic development strategy designed to meet the leisure time needs of our golf course patrons, individual residents, community groups, organizations and the general public to enhance the quality of life in Brooklyn Park.

On June 18, 2018 the EDA committed to funding up to \$1.5M in improvements to Edinburgh USA Clubhouse to refresh the restaurant/bar, banquet rooms, develop an outdoor wedding venue and other necessary general improvements to the facility. Phase 1, 2 and 3 of renovations, which includes work on lower level ballroom, hallways, entry and bar/restaurant and is scheduled to be completed early April.

During negotiations of the Clubhouse Management Agreement, D'Amico interpreted capital investments to include items needed for startup including glass ware, plates and serving items. The EDA's interpretation of the Agreement was to limit this reinvestment to facility improvements, plus chairs and furniture. As a compromise, staff recommends that the EDA offer a loan to D'Amico Catering, LLC of up to \$80,000 at 5.5% interest for a term of five (5) years for the purchase of additional plates, glassware and serving items.

Primary Issues/Alternatives to Consider:

- **How would this loan fit in with the existing Agreement with D'Amico and Partners?**

On December 17, 2018, the EDA authorized the purchase of the equipment previously used in at the Edinburgh Clubhouse in the amount of \$182,217.50 from Lancer Catering. In turn, the EDA re-sold the equipment to D'Amico Catering, LLC for use in the Edinburgh Clubhouse operation. Per the Clubhouse Management Agreement, D'Amico will purchase the equipment from the EDA over 7 years without interest.

During negotiations of the Agreement, City/EDA staff and D'Amico attempted to outline all situations that could be anticipated. Knowing there would be some unanticipated items or areas of confusion, both parties committed to work in good faith to resolve any issues that arise.

- **Why is the loan needed?**

D'Amico has asked the EDA to consider providing a loan to cover the purchase of additional items for the restaurant and catering business. D'Amico did not anticipate funding the purchase of additional plates, glass ware and serving items because of their interpretation of what would be eligible expenses within the EDA's \$1.5 million facility reinvestment.

To date, D'Amico Catering, LLC has invested more than \$200,000 in startup costs related to the Clubhouse. Some of the areas of D'Amico's investment in addition to the purchase of the existing equipment in the Clubhouse are:

- Interior Design consultation provided by Richard D'Amico to Anderson Engineering on Clubhouse reinvestment
- Recruiting, hiring and training of new staff specifically for the Edinburgh location
- Development of marketing and branding strategies for Edinburgh Clubhouse
- Other miscellaneous startup costs such as legal expenses

- **What is the risk to the EDA?**

The funds would be released to D'Amico following evidence of payment of a specified list of items needed to operate the restaurant and catering services at the Clubhouse. The loan would be secured by the purchased items.

Budgetary/Fiscal Issues:

The loan to D'Amico Catering, LLC would be for up to \$80,000 at 5.5% interest for a term of five (5) years. The funding source would be the EDA General Fund. The specific amount will be determined once the exact list of items, along with exact cost, have been selected for purchase. D'Amico would repay the loan in sixty (60) monthly installments beginning June 30, 2019.

Recommendation

The Executive Director recommends approval of the resolution.

Attachments

- 6.2A RESOLUTION
- 6.2B LOAN AGREEMENT
- 6.2C SECURITY AGREEMENT
- 6.2D PROMISSORY NOTE

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-

APPROVING A LOAN TO D'AMICO CATERING, LLC AND
AUTHORIZING EXECUTION OF LOAN DOCUMENTS

WHEREAS, the Brooklyn Park Economic Development Authority (the "EDA") is an economic development authority established pursuant to Minnesota Statutes, Sections. 469.090 to 469.108 ("EDA Act") and has all the powers under the EDA Act as well as all the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 to 469.047 ("HRA Act"). Under Minnesota Statutes, Section 469.192, the EDA also has the authority to make loans for any purpose the EDA is authorized to carry out under the EDA Act and HRA Act.

WHEREAS, the EDA has reviewed a proposed loan agreement (the "Loan Agreement") between the EDA and D'Amico Catering, LLC, a Minnesota limited liability company (the "Borrower"), pursuant to which the EDA will loan up to \$80,000 (the "Loan") from the EDA general fund to the Borrower to provide financing for the acquisition of certain equipment for use at the Edinburgh USA Clubhouse.

WHEREAS, the Loan will be evidenced by a promissory note (the "Note") and secured by a security agreement (the "Security Agreement") to be executed and delivered by the Borrower to the EDA.

NOW, THEREFORE, BE IT RESOLVED BY the Brooklyn Park Economic Development Authority Board of Commissioners (the "Board") that:

1. The Board hereby approves providing the Loan to the Borrower and approves the Loan Agreement, the Note and the Security Agreement, substantially in accordance with the terms set forth in the forms thereof presented to the Board, together with all related documents necessary in connection therewith (collectively, the "Loan Documents") and hereby authorizes the Executive Director to execute the Loan Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA's obligations thereunder when all conditions precedent thereto have been satisfied.

2. The approval hereby given to the Loan Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Loan Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of any such officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of legal counsel to the EDA, may act in their behalf.

3. The authority to approve, execute and deliver future amendments to the Loan Documents is hereby delegated to the Executive Director, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the EDA; (b) such amendments or consents do not contravene or violate any policy of the EDA, the City or applicable provision of law, and (c) such amendments or consents are acceptable in form and substance to the counsel retained by the EDA to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Executive Director shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Executive Director any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the EDA authorized to act in his or her place and stead.

LOAN AGREEMENT

This Loan Agreement (the “Agreement”) is made this ____ day of March, 2019, between the BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”), and D’AMICO CATERING, LLC, a Minnesota limited liability company (the “Borrower”).

RECITALS

A. In consideration for the loan contemplated by this Agreement, the Borrower is executing and delivering to the EDA this Agreement, a Promissory Note of even date herewith (the “Note”) payable by the Borrower to the EDA, and a Security Agreement of even date herewith (the “Security Agreement”).

B. The purpose of the loan contemplated by this Agreement is to finance the costs of acquisition of the equipment listed in **Exhibit A** to the Security Agreement (the “Equipment”), to be used at the Edinburgh USA Clubhouse located at 8700 Edinbrook Crossing, Brooklyn Park, Minnesota (the “Property”).

ACCORDINGLY, to induce the EDA to make the loan to the Borrower, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Amount. Subject to and upon the terms and conditions of this Agreement, the EDA agrees to loan to the Borrower up to \$80,000, or so much thereof as is disbursed to the Borrower in accordance with this Agreement (the “Loan”). The Loan shall be evidenced by the Note. Proceeds of the Loan shall be disbursed in accordance with Section 3 hereof.

2. Repayment of Loan. The Loan shall be repaid with interest as follows:

(a) Interest at the rate of 5.5% per annum shall accrue from the Loan Closing Date (hereinafter defined) until the Loan is repaid in full.

(b) Payments of principal and interest shall commence on June 30, 2019 (the “Initial Payment Date”) and continue on the last day of each and every month thereafter until paid in full. Such payments shall fully amortize any outstanding balance of the Loan over 60 months, in substantially equal monthly payments of principal and accrued interest thereon, and the entire remaining unpaid balance of principal and interest shall be due and payable on May 31, 2024.

3. Disbursement of Loan Proceeds.

(a) The Loan proceeds shall be disbursed to the Borrower not more than 30 days after the date that Borrower has satisfied the conditions set forth in paragraph 3(b) below (the “Loan Closing Date”).

(b) The following events shall be conditions precedent to the disbursement of the Loan proceeds to the Borrower on the Loan Closing Date:

(i) the Borrower having submitted to the EDA paid invoices for the Equipment in an amount equal to the amount of the Loan;

(ii) the Borrower having executed and delivered to the EDA, prior to the Loan Closing Date and without expense to the EDA, executed copies of this Agreement, the Security Agreement, and the Note;

(iii) the Borrower having paid the cost of filing a UCC-1 financing statement related to the Security Agreement and paid to the EDA the full amount of the legal fees incurred by the EDA in the negotiation and preparation of this Agreement and any other agreement or instrument securing the Loan (and the EDA shall provide to the Borrower an invoice for such legal fees promptly upon receipt);

(iv) the Borrower having provided identifying information for all Equipment purchased with the proceeds of the Loan, including a description of such Equipment and serial numbers therefor, where applicable.

4. Representations and Warranties. Borrower represents and warrants to the EDA that:

(a) The Borrower is a limited liability company organized under the laws of the State of Minnesota and is duly authorized and empowered to execute and deliver this Agreement, perform all obligations hereunder, and to borrow money from the EDA.

(b) The execution and delivery of this Agreement, and the performance by the Borrower of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Borrower.

(c) The execution and delivery of this Agreement has been duly approved by all necessary action of the Borrower, and this Agreement has in fact been duly executed and delivered by the Borrower and constitutes its lawful and binding obligation, legally enforceable against it.

(d) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of Loan proceeds and that any duly authorized representative of the EDA shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower pertaining to the Loan until the completion of all closeout procedures and the final settlement and conclusion of all issues arising out of this Loan.

(e) The Borrower warrants that it has fully complied with all applicable local, state and federal laws and ordinances pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Borrower receives notice of noncompliance from any governmental entity, the Borrower agrees to take any necessary action to comply with the local, state or federal requirement in question.

(f) The Borrower warrants that it will use the proceeds of the Loan made by the EDA solely for the costs of the Equipment.

(g) The Borrower warrants that it will not create, permit to be created, or allow to exist any liens, charges, or encumbrances on the Equipment prior to the obligation created by this Loan Agreement, except as otherwise authorized in writing by the EDA.

(i) The Borrower hereby agrees to cause a UCC-1 Filing Statement with respect to all Equipment purchased with the proceeds of the Loan to be filed with the Minnesota Secretary of State at the Borrower's expense.

5. No Business Subsidy. The Loan from the EDA to the Borrower is provided at an interest rate which is not below interest rates commercially available to the Borrower, and therefore is exempt from the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

6. Event of Default by the Borrower. The following shall be Events of Default under this Agreement:

(a) failure to pay any principal or interest on the Loan when due;

(b) any representation or warranty made by the Borrower herein or in any document, instrument, or certificate given in connection with this Agreement, the Security Agreement, or the Note is false when made;

(c) failure by the Borrower to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within 60 days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within 60 days of the appointment;

(d) a garnishment summons or writ of attachment is issued against or served upon the EDA for the attachment of any property of Borrower in the EDA's possession or any indebtedness owing to the Borrower, unless appropriate papers are filed by the Borrower contesting the same within 30 days after the date of such service or such shorter period of time as may be reasonable in the circumstances;

(e) any breach or failure of the Borrower to perform any other term or condition of this Agreement not specifically described as an Event of Default in this Agreement and such breach or failure continues for a period of 30 days after the EDA has given written notice to the Borrower specifying such default or breach, unless the EDA agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the EDA will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder); and

(f) any breach by the Borrower of any other agreement between the Borrower and the EDA or the City.

7. The EDA's Remedies upon the Borrower's Default. Upon an Event of Default by the Borrower and after provision by the EDA of written notice, the EDA shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

- (a) declare the principal amount of the Loan and any accrued interest thereon to be immediately due and payable upon providing written notice to the Borrower;
- (b) suspend its performance under this Loan Agreement;
- (c) take any action provided for at law to enforce compliance by the Borrower with the terms of this Agreement and the Note;
- (d) exercise its rights under the Security Agreement.

In addition to any other amounts due on the Loan, and without waiving any other right of the EDA under any this Agreement or any other instrument securing the Loan applicable documents, the Borrower shall pay to the EDA a late fee of \$20 for any payment not received in full by the EDA within 30 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to the EDA, and all such interest will be due and payable at the same time as the amount on which it has accrued.

8. The EDA's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by the EDA, the Borrower shall pay or reimburse the EDA for all expenses, including all attorneys' fees and expenses incurred by the EDA in connection with the enforcement of this Agreement and the Note, or in connection with the protection or enforcement of the interests and collateral security of the EDA in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

9. Indemnification.

(a) The Borrower shall and does hereby agree to protect, defend, indemnify, and hold the EDA, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the EDA by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) Should the EDA, or its officers, agents, or employees, incur any such liability or be required to defend against any claims or demands pursuant to Section 9, or should a judgment be entered against the EDA, the amount thereof, including costs, expenses, and attorneys fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and the Borrower shall reimburse the EDA for the same immediately upon demand, and upon the failure of the Borrower to do so, the EDA may declare the Loan immediately due and payable.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to the EDA. The Borrower waives notice of the acceptance of this Agreement by the EDA.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which the EDA is entitled under law.

10. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by the Borrower and the EDA. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the EDA and its successors and assigns. All rights and powers specifically conferred upon the EDA may be transferred or delegated by the EDA to any of its successors and assigns. The Borrower's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the EDA.

(c) Governing Law. This Agreement is made and shall be governed in all respects by 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.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, first class mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the EDA: Brooklyn Park Economic Development Authority
5200 85th Avenue North
Brooklyn Park, Minnesota 55443
Attn: President

To the Borrower: D'Amico Catering, LLC
211 North First Street
Suite 175
Minneapolis, Minnesota 55401
Attn: Paul Smith

(f) Termination. If the Loan is not disbursed pursuant to this Agreement within 6 months from the date of execution of this Agreement, this Agreement shall terminate and neither party shall have any further obligation to the other, except that if the Loan is not disbursed because the Borrower has failed to use its best efforts to comply with the conditions set forth in Section 3 of this Agreement then the Borrower shall pay to the EDA all reasonable attorneys' fees, costs, and expenses incurred by the EDA in connection with this Agreement and the Note.

(g) Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Loan.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(i) Recording of Documents. If applicable, documents shall be recorded with the county on which the Property is located, and all costs of such recording shall be paid by the Borrower.

DRAFT

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the date and year first written above.

**BROOKLYN PARK ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its Executive Director

DRAFT

(Signature Page of the EDA to Loan Agreement)

Execution page of the Borrower to the Loan Agreement, dated the date and year first written above.

D'AMICO CATERING, LLC

By _____

Its _____

DRAFT

(Signature Page of Borrower to Loan Agreement)

SECURITY AGREEMENT

This Security Agreement (the “Security Agreement”) is made this _____ day of March, 2019, between D’AMICO CATERING, LLC, a Minnesota limited liability company with its principal place of business at 211 North First Street, Suite 175, Minneapolis MN 55401 (the “Debtor”), and the BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota whose principal offices are located at 5200 85th Avenue North, Brooklyn Park, Minnesota 55443 (the “Secured Party”).

1. Security Interest and Collateral. To secure the payment of that certain Promissory Note in the original aggregate principal amount of \$80,000, issued pursuant to a Loan Agreement of even date herewith (the “Loan Agreement”) between the Secured Party and the Debtor, the proceeds of which will be applied by the Debtor to finance the costs of acquisition of equipment described in **EXHIBIT A** attached hereto (the “Equipment”) to be used at the Edinburgh USA Clubhouse located at 8700 Edinbrook Crossing, Brooklyn Park, Minnesota (the “Facility”), the Debtor hereby grants the Secured Party a security interest (herein called the “Security Interest”) in the Equipment together with all additions or replacements to the Equipment, and the proceeds thereof (collectively with the Equipment, the “Collateral”).

2. Debtor’s Representations, Warranties, and Covenants. The Debtor represents, warrants, covenants, and agrees as follows:

(a) Organization. The Debtor is a Minnesota limited liability company, and Debtor has full power and authority to execute, deliver, and perform this Security Agreement, and to own its property and conduct its business as presently conducted and as proposed to be conducted.

(b) Authorization. The execution, delivery, and performance of this Security Agreement by the Debtor has been duly authorized by all necessary action and will not:

(i) require any consent or approval of any entity which has not been obtained; or

(ii) violate any material provision of any indenture, contract, agreement or instrument to which Debtor is a party or by which it is bound.

(c) Performance by Debtor. Unless the Debtor obtains Secured Party’s written consent to the contrary, or except as provided in the Loan Agreement, Debtor shall not:

(i) terminate its interest in any of the Collateral; or

(ii) sell, transfer, or assign, or offer to sell, transfer or assign all or any part of the Collateral or permit all or any part of the Collateral to be sold, transferred, or assigned; or

(iii) remove or consent to the removal of any of the Equipment from the Facility.

(d) Title to Collateral. The Debtor shall keep good marketable title to all of the Collateral, and none of the Collateral is subject to any lien or security interest except for the security interest created by this Security Agreement and other security interests consented to in writing by Secured Party. The Debtor has not granted, and will not grant or permit to exist, any lien or security interests in all or a portion of the Collateral other than the liens in favor of Secured Party and other liens consented to in writing by Secured Party. The Debtor shall defend the Collateral against all claims and demands of all and any other persons at any time claiming any interest therein adverse to Secured Party.

(e) Actions and Proceedings. There are no actions at law, suits in equity, or other proceedings before any governmental agency, commission, bureau, tribunal, or other arbitration proceedings against or affecting Debtor, that if adversely determined would adversely affect the Debtor's interest in the Collateral or would adversely affect the rights of Debtor to pledge and assign all or a part of the Collateral or the rights and security afforded Secured Party hereunder.

(f) Insurance. The Debtor agrees it will keep the Equipment insured, or cause the Equipment to be kept insured, as described in that certain "Edinburgh USA Clubhouse Food and Beverage Service Agreement," dated October 31, 2018, between the Debtor and the Secured Party.

(g) Understandings Regarding Collateral. The Debtor acknowledges that the Collateral is or will be of the design, capacity, and manufacture specified for and by the Debtor, and that the Debtor is satisfied that the same is or will be suitable for its intended purposes. The Debtor further acknowledges and agrees that Secured Party has not made, and does not make, any representation, warranty, or covenant with respect to merchantability, fitness for any purpose, durability, patent, copyright or trademark infringement, suitability, or capability of any item of Collateral in any respect or in connection with any other purpose or use of Debtor, or any other representation, warranty, or covenant of any kind or character expressed or implied with respect thereto. Debtor accordingly agrees not to assert any claim whatsoever against Secured Party based thereon. The Debtor further agrees, regardless of cause, not to assert any claim whatsoever against Secured Party for loss of anticipatory profits or consequential damages.

(h) Use of Collateral. The Collateral will be used for its intended business purpose and will at all times be located at the Facility, except as provided in the Loan Agreement.

(i) Condition of Collateral. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Secured Party to enter the Facility at reasonable times and upon reasonable notice for the purpose of examining the Collateral.

(j) Costs of Collection. In the event of any action or proceeding to collect or realize upon the Collateral or to enforce any of Secured Party's rights hereunder, the Debtor shall pay:

(i) all of Secured Party's attorneys' fees and legal expenses, with interest thereon, incurred by the Secured Party;

(ii) all taxes, levies, insurance expenses, and costs of repairs to, or maintenance of, the Collateral; and

(iii) all costs of the Secured Party reasonably incurred in taking possession of, disposing of, or preserving the Collateral after any Event of Default described in Section 3 hereof.

3. Event of Default. Upon the occurrence of a default in the payment of the Note, or under the terms of the Loan Agreement, or this Security Agreement, the Secured Party may exercise any remedy available to it under the terms of the Loan Agreement, the Note, or this Security Agreement, and may, without limiting any other right or remedy available to it, exercise and enforce any and all rights and remedies available upon default to a secured party under the Uniform Commercial Code as enacted in the State of Minnesota, Minnesota Statutes, Chapter 336, as amended (the "UCC"), and the Secured Party and all representatives of the Secured Party are hereby granted the right to enter upon any property of the Debtor, without a hearing or prior notice thereof, for the purpose of taking possession of the Collateral. If notice to the Debtor of any intended disposition of the Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified

in this Security Agreement) at least 10 calendar days prior to the date of the intended disposition or other action.

4. Further Assurances. The Debtor shall cause a UCC-1 Filing Statement with respect to the Collateral, in such form as the Secured Party, in its sole judgment, shall deem necessary or desirable for the purposes of effectuating this Security Agreement, to be filed with the Minnesota Secretary of State at the Debtor's expense. The Debtor agrees that the Secured Party is authorized, at its option, to file a photocopy or other reproduction of this Security Agreement as a financing statement and such photocopy or other reproduction shall be sufficient as a financing statement under the UCC, and the Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to execute and file, from time to time, on its behalf, one or more financing statements with respect to the Collateral and to execute such other documents and instruments on behalf of the Debtor as the Secured Party, in its sole judgment, shall deem necessary or desirable for the purposes of effectuating this Security Agreement, such power being coupled with an interest.

5. Cumulative Remedies. All of the Secured Party's rights and remedies herein are cumulative and in addition to any rights or remedies available at law or in equity, including the UCC, and may be exercised concurrently or separately. The Debtor shall pay all costs, expenses, losses, damages, and legal costs (including attorneys fees) incurred by the Secured Party as a result of enforcing any terms or conditions of this Security Agreement.

6. No Liability Imposed on the Secured Party. The Secured Party shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability, nor shall this Security Agreement operate to place responsibility for the control, care, or management of the Equipment upon Secured Party; provided, that upon payment in full of the Note, the Secured Party shall execute and file UCC termination statements in the offices in which financing statements with respect to the Collateral are effective.

7. Indemnification. The Debtor hereby agrees to indemnify and to hold the Secured Party harmless of and from any and all liability, loss, or damage which it may or might incur under or by reason of this Security Agreement, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein. Should the Secured Party incur any such liability or be required to defend against any such claims or demands, or should a judgment be entered against the Secured Party, the amount thereof, including costs, expenses, and attorneys fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, and shall be added to the obligations of the Debtor secured hereunder. The Debtor shall reimburse the Secured Party for such additional obligations immediately upon demand, and upon the failure of the Debtor to do so, the Secured Party may declare such additional obligations immediately due and payable.

8. Expenses of Secured Party. All expenses paid or incurred in protecting, storing, warehousing, insuring, handling, and shipping the Collateral, all costs of keeping the Collateral free of liens, encumbrances, and security interests (other than the security interest created by this Security Agreement), and the removing of the same and all excise, property, sales, and use taxes imposed by state, federal, or local authority on any of the Collateral or with respect to the sale thereof, shall be borne and paid for by the Debtor and if the Debtor fails to promptly pay any amounts thereof when due, the Secured Party may, at its option, but shall not be required to, pay the same, and upon such payment the same shall constitute additional obligations of the Debtor and shall bear interest at the rate specified in the Note and shall be secured by the security interests granted hereunder.

9. Continuing Rights. The rights and powers of the Secured Party hereunder shall continue and remain in full force effect until the Note (and any additional obligations referred to in Sections 7 and 8 hereof) is paid in full.

10. Books and Records. The Debtor will permit the Secured Party, and its representatives, at reasonable times and upon reasonable notice, to examine the Debtor's books and records (including data processing records and systems) with respect to the Facility and the Collateral and make copies thereof at any time and from time to time, and the Debtor will furnish such information reports to the Secured Party and its representatives regarding the Collateral as the Secured Party and its representatives may from time to time request. The Secured Party shall have the authority, at any time, to require the Debtor to place upon the Debtor's books and records relating to the Collateral and other rights to payment covered by the security interest created in this Security Agreement a notation stating that any such Collateral and other rights of payment are subject to a security interest in favor of the Secured Party.

11. Successors and Assigns. This Security Agreement and each and every covenant, agreement, and provision hereof shall be binding upon the Debtor, and its successors and assigns, and shall inure to the benefit of the Secured Party, and its successors and assigns.

12. Governing Law. This Security Agreement is executed pursuant to and shall be governed by the laws of the State of Minnesota.

13. Severability. It is the intent of this Security Agreement to confer to the Secured Party the rights and benefits hereunder to the full extent allowable by law, including all rights available under the UCC. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions judicially determined to be unenforceable shall be severable from this Security Agreement.

14. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Security Agreement may be waived only in writing. No delay in the exercise of any power, right or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right or remedy.

(b) Assignment. This Security Agreement shall be binding upon the Debtor, and its successors and assigns, and shall inure to the benefit of the Secured Party, and its successors and assigns. All rights and powers specifically conferred upon the Secured Party may be transferred or delegated by the Secured Party to any of its successors and assigns, including any successor holder of the Note.

(c) Certain Defined Terms. Capitalized terms used in this Security Agreement that are otherwise not defined herein shall have the meanings assigned such terms in the Loan Agreement.

(d) Other Matters. If any provision or application of this Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Security Agreement or in any other agreement between Debtor and Secured Party shall survive the execution, delivery, and performance of this Security Agreement and the creation and payment of any indebtedness to Secured Party. Debtor waives notice of the acceptance of this Security Agreement by Secured Party.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the addresses first set forth above (or such other addresses as either party may notify the other).

DRAFT

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Security Agreement as of the date and year first written above.

D'AMICO CATERING, LLC

By _____

Its _____

DRAFT

(Signature Page of Debtor to Security Agreement)

Execution page of the Secured Party to the Security Agreement, dated the date and year first written above.

**BROOKLYN PARK ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its Executive Director

DRAFT

(Signature Page of the Secured Party to Security Agreement)

**EXHIBIT A
EQUIPMENT**

<u>Item</u>	<u>Company</u>	<u>Order#</u>	<u>Unit</u>	<u>Quantity(doz)</u>
Table Knife	Euro Rim	S9625	dz	85
Table Fork	Euro Rim	S9610	dz	55
Dessert Fork	Euro Rim	S9609	dz	50
Teaspoon	Euro Rim	S9601	dz	55
Butter knife	Euro Rim	S9611	dz	55
Soupspocr1	Euro Rim	s9603	dz	25
9 1/2" Salad plates	Cardinal Reception	1051644	CS/2D	38
New soup cup	IEP	PB4	ea	300
Bar Cart Low Boy	World Market	ST-1854PC	ea	2
Poker chip Salad		PCD9	ea	3
BUFFETWARES				
3oz Jigger shot	Ed Don	G19	cs/3dz	9
Jigger Rack 49ct		2E1009	ea	6
44 Gal Trash	Ed Don	1050814	ea	8
44 Gal Trash wheels	Ed Don	1050821		8
a.Basket	Ed Don	1S7258	ea	12
Boos Cutting Bd	Ed Don	1100239	ea	6
Booster seat	Ed Don	F162		4
Bus Tubs	Ed Don	K9953	ea	40
Cake Knife	Ed Don	1S3910	ea	5
Cal-mil cut board 18X24	1111709	1111709	ea	4
Carafe, 1 ltr	Ed Don	G172	dz	2
Chafer 4 qt rnd inserts				18
Chafer 4QT Round	vollrath	1s7294		4
Chafer 9QT Reel	Vollrath	1S2531		6
Cheap glass wheels		1006273	ea	6
Clip Menu holder flat	eddon	M407	dz	2
Clip Menu holder rnd		M1010	ea	24
Coffee Drip Tray		1S2750	cs/6	2
Coffee Servers	Morning Star	FVP 2ttr	ea	40
Coffee Signage		1015014		6
Coffee Voids 5gl		k4062		2
Creamers	Ed Don	87501311A	ea	60
Electric Teapots	Target		ea	2
Ice Bev Server Glass	Eastern	1103460		4
Ice Caddies Med 125#		3E52		2
Ice Scoop	Ed Don	K1264	ea	30
Insulated Creamer	Ed Don	1s634		6
Salt & Pepper	Ed Don	G2629	CS/2DZ	6
Samovars	Eastern	1021016		6
Scissor claw	Worldtableware	1006995	ea	20
Serrated Bread	Ed Don	1110296	ea	5
Serving Fork	Ed Don	1S446	ea	12

<u>Item</u>	<u>Company</u>	<u>Order#</u>	<u>Unit</u>	<u>Quantity(doz)</u>
Serving Spoon	Ed Don	1S261	ea	30
Serving Spatulas	Ed Don	1S264	ea	30
Slim Jim	Ed Don	1125707	ea	12
Small Beer	Libbey	G873	cs/2dz	10
Sq. tiered stand	PP1600-39		ea	4
Sugar Caddies	eddon	87504461A	dz	60
Tea Server	Ed Don	1008374	ea	10
Tiered Sugar Caddy			ea	6
Tea Box		1S4323	ea	3
Tong- Claw	Ed Don	1S260	ea	40
Tong- Flat	Ed Don	1S259	ea	40
Votive Globes-Bowed	Ed Don	G2324	dz	4
Votive Square	Ed Don	1S4247	dz	4
Water Pitchers 60oz	Ed Don	1G17	cs/6	10
Water Pitchers Silver		87505731A	ea	30
Platters & Bowls				
12"SQ		MEL42	ea	120
16"Sq		1s3750	ea	30
17" Tri Bowl		1S3749	ea	30
28'Oval		1S3751	ea	21
14.5x7.5 Rect.		1002301	ea	24
18x8 Rect.		1002303	ea	24
44oz Squound Bowl		1104300	ea	20
76oz Squound Bowl		SQND11	ea	20
122oz Squound Bowl		1104299	ea	20
208oz Squound Bowl		SQND15	ea	20
DISPLAY				
5" Riser Eastern 2pc/set		1054554	ea	B
10"Riser Eastern 2pc/set		1054555	ea	4
14" Riser Rnd Acrylic		0814AC	ea	6
24x7" Riser Rect Acrylic		05247AC	ea	8
Conference Cloths	20/Blk 10/Wht		ea	30
10.5" Plate Luzerne Tintin	Oneida/Don	HT2101027	DZ	12
8.75" PlateLuzerneTintin	Oneida/Don	HT2101021	2DZ	8
5.5" Plate Luzerne Tintin	Oneida/Don	HT2101017	2DZ	9
10x6 Rectangle Luz Tintin	Oneida/Don	HT2103027	2DZ	3
9.5" Bowl Luzerne Tintin	Oneida/Don	HT2103024	DZ	5
8.5" Bowf Luzerne Tinlin	Oneida/Don	HT2120022	DZ	5
7.5" Bowl Luzerne Tintin	Oneida/Don	GR2420019	DZ	6
5" Cup Luzerne Tintin	Oneida/Don	TT2120013	4DZ	6
11 oz Coffee Mug Tintin	Oneida/Don	HT2130035	3DZ	3
Dinner Fork - Wyatt	Oneida/Don	8582FDIF	DZ	34
Dinner Knife" Wyatt	Oneida/Don	B582KDTF	DZ	25
Teaspoon - Wyatt	Oneida/Don	8582SFTF	DZ	8
Steak Knife - Wyatt	Oneida/Don	B582KSSF	DZ	6
Soup- Wyatt	Oneida/Don	B582SDEF	DZ	8

Item	company	Order#	Unit	Quantity
8 oz Coupe Rona	Steelite/Don	4854R352	2dz	3
6 oz Coup Nick&Nora	Steelite/Don	4854R8351	2dz	2
10.5 oz Lo ball Glass	Steelite/Don	4802R219	2DZ	5
13oz Collins Glass	Steelite/Don	4802R216	2DZ	5
14 oz Mule Mug	World/Don	MM-100	DZ	0
12 oz Snifter Glass	Cardinal/Don	71079	2DZ	1
8 oz Coffee w/liquor Mug	Libbey/Don	5292	2DZ	1
2 oz Shot Glass	HGB/Don	52780-012	DZ	5
14.25 oz Pilsner Glass	Steelite/Don	491010763	2DZ	5
Red/White Wine Glass	Riedel	288748	ea	250
6 oz Champagne Flute	Steelite/Don	4854R353	2DZ	3
13 oz Water Glass	La Rochere Direct	829401	ea	240

DRAFT

ITEM	MODEL#	QTY
12" Whip	K7621	4
14" whip	k7722	4
16" whip	K7723	4
9" male spoon	1040188	6
9" female spoon	K7258	6
12" rubber spatula	K1087	6
Large Spatula	3K5750	2
Spatula	3k571	6
Wood Spoon 14"	1153809	6
Wood Spoon 16"	1153810	6
2 oz ladle	K7102	6
4 oz ladle	K7103	4
6 oz ladle	K7104	4
Turner 13"	1056546	6
10" tong	3K466	6
12" tong	3K465	12
Disher 314 oz purple	S808	3
Disher 1 113oz red	S806	3
Disher 2 213oz green	S803	3
Disher4 oz	K961	2
Plastic Scoop	K422	4
6" 1/3 pan	k9809	6
1/3 pan lids	K9187	6
1/4 pad lids	K9189	6
4" 9th pan	k9820	6
6" 6th pan	k9815	12
2" full pan	k9881	40
1/4" sheet tray	1032688	12
1/2" sheet tray	k2569	12
Hotel pan wire racks	k4571	12
Full Sheet pan wire racks	K4569	12
Silpats 18x26	K4007	6
Mini Muffin tin	K1606	4
Cake Pan 9x2	K3554	12
1 gal clear measuring cup	k2324	2
1 qt clear measuring cup	k2322	2
2 qt clear measuring cup	k2323	2
1 cup clear measuring cup	k2320	2
full cutting boards	k4786	12

ITEM	MODEL#	QTY
full cutting board mats	K4793	6
half size cutting boards	K4773	6
half size cutting board mat	K4851	6
Colander	K2599	2
China caps	k519	1
strainers	k552	2
Confection funnel	K6460	1
meat hammer	3k5715	1
10" chinois	K7611	1
8" chinois	K563	1
9" round strainer	1041502	2
6" round strainer	k573	2
6" steel bowl	k6901	12
12" steel bowl	k6903	12
14" steel bowl	k6905	6
16" steel bowl	k6906	4
19" steel bowl	k6907	2
2 qt stock pot	1027563	4
8 qt stock pot	1031548	2
12 qt stock pot	1025321	4
16 qt stock pot	1025322	4
6 Gal stock pot	1025324	2
22 qt clear lexon	k4650	6
12 qt clear lexon with lid	k4648	12
Lid	k4647	12
8 qt clear lexonwith lid	k4644	12
6 qt clear lexon with lid	K4643	12
Lid	K4646	12

Half lexon container w/lid	K9453	6
Lid	K9460	6
4" deep lexon perforated	k9470	4
12 gal plastic lexon with lid	k9474	6
8" Omelet Pan	k1636	6
10" All Clad fry pan	1046036	12
12" All Clad Saute Pans	1046037	8
Egg Cutter Slice	1K5571	1
Egg cutter Wedge	1K5502	1
mandolin	1K8542	2
square mesh skimmer	K4174	2
Steak Weights	1K5992	4
5# Scale	1003855	1
2# Scale	1157120	1

DRAFT

ITEM	MODEL#	QTY
Wet Stone Grit Variety		1
3-compart Flour bin	E1140	2
33x21 3 tier carts	E2954	2
Spice Grinder	1002222	1
tomato slicer	1k5700	1
Fry Cutter, wall mount	1K5820	1
Food Mill/Ricer	K5692	1
Rolling pin	K4634	1
20" ice wand with lid	k111	4
medium salad spinner	H10	1
Pastry brushes	K5244	4
Round Pastry cutters	k4019	1
Dough Cutter	3k3000	1
Taco Shell Fryer Pronto	1042483	1
Panin Machine	Cuisinart	1
Torch	1115057	4
Vita mix adjust speed	H1008	1
vita top w/blade	H730	1
Kitchen aid pasta sheeter	Amazon	1
Robot Coupe R2N CLR	1.13E+06	1
Pocket thermometer	K5480	12
Thermo Couple	K5407	1
Oven Thermometers	K5472	4
Kut Glove Mount	1014102	3
Kut Glove Small	1024946	3
Kut Glove Med	1055399	3
Kut Glove Large	1024948	3
Cheesecloth	L3505	1
Griddle Scraper	1k42	1
with cleaning kit	J54	1
Grill brush	2J1317	1
mop bucket and mop	J501	2
Mop head	J635	10
Mop handle	J590	2
sanitizing buckets	J1974	10
Oven mitt	J734	6
Brooms	2J1240	3
System Quick Clean	J54	1

PROMISSORY NOTE

\$80,000

March __, 2019

D'Amico Catering, LLC, a Minnesota limited liability company (the "Maker" or the "Borrower"), for value received, hereby promises to pay to the Brooklyn Park Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota or its assigns (the "EDA," and any assigns are collectively referred to herein as the "Holder"), at its designated principal office or such other place as the Holder may designate in writing, the principal sum of \$80,000 or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance") under this Promissory Note (the "Note"), with interest thereon as hereinafter provided, in any coin or currency that at the time or times of payment is legal tender for the payment of private debts in the United States of America in accordance with the terms hereinafter set forth.

1. Interest at the rate of 5.5% per annum shall accrue from the Loan Closing Date, as defined in the loan agreement of even date herewith (the "Loan Agreement") between the Borrower and the EDA until the Loan is repaid in full.

2. Payments of principal and interest in the amount of \$ _____ shall commence on June 30, 2019 (the "Initial Payment Date") and continue on the last day of each and every month thereafter until paid in full, and the entire remaining unpaid balance of principal of and accrued interest on this Note shall be due and payable on May 31, 2024.

3. The Maker shall have the right to prepay the principal of this Note, in whole or in part, on any date.

4. This Note is given pursuant to the Loan Agreement and secured by the Security Agreement of even date herewith (the "Security Agreement") from the Maker in favor of the Lender. If any of the Loan Agreement or the Security Agreement is found to be invalid for whatever reason, such invalidity shall constitute an Event of Default hereunder.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Security Agreement, or any other instrument securing this Note are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If an Event of Default occurs under the Loan Agreement, the Security Agreement, or any other instrument securing this Note, then the Holder of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Note and interest accrued thereon, together with reasonable attorneys fees and expenses incurred by the Holder of this Note in collecting or enforcing payment hereof, whether by lawsuit or otherwise, and all other sums due hereunder or any instrument securing this Note. The Maker of this Note agrees that the Holder of this Note may, without notice to and without affecting the liability of the Maker, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

5. The remedies of the Holder of this Note as provided herein, and in the Loan Agreement, the Security Agreement, or any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Holder of this Note, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Holder of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

6. If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

7. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and is governed by the laws thereof. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

8. The performance or observance of any promise or condition set forth in this Note may be waived, amended, or modified only by a writing signed by the Maker and the Holder. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

9. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the date and year first written above.

D'AMICO CATERING, LLC

By _____

Its _____

City of Brooklyn Park Request for EDA Action

Agenda Item No:	7.1	Meeting Date:	March 18, 2019
Agenda Section:	Discussion Items	Prepared By:	Daniela Lorenz, Business Development Coordinator
Resolution:		Presented By:	Kim Berggren, Executive Director
No. of Attachments:	1		
Item:	2018 Economic Development Authority Year End Activity		

Overview:

Annually the Economic Development Authority (EDA) produces a report detailing the accomplishments of the organization from the previous year.

Attachments:

7.1A 2018 YEAR END ACTIVITY SUMMARY



Economic Development Authority Year-End Activity Summary 2018



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2018

was another great year for the Brooklyn Park Economic Development Authority (EDA). The EDA focused heavily on multi-family housing work including revisiting the Apartment Action Plan, implementing the multi-family housing policy,

supporting rehabilitations of existing apartment buildings in the community, and expanding the New Connect Program to include rental units to continue making Brooklyn Park a welcoming and thriving community for all.

The EDA also continued working on business programming and workforce development. The "Built in Brooklyn Park" marketing campaign entered its second year of celebrating manufacturing businesses in the community. The campaign partnered with Hennepin Technical College to highlight workforce development and partnerships in the community. 2018 was the youth internship program BrookLynk's first year in City Hall. The move has allowed BrookLynk staff to build out more robust programming for youth in the Brooklyns.

The METRO Blue Line Light Rail Transit (LRT) project is 90% engineered and designed, another important milestone in the project's timeline. In 2019, project planners will continue to work toward getting the full funding grant agreement with the Federal Transportation Administration (FTA), finalizing the planning, and implement the newly adopted Transit-Oriented Development (TOD) zoning code.

In November, residents elected two new EDA Commissioners: Tonja West-Hafner representing the Central District and Wynfred Russell representing the West District. Commissioner Russell is the first Liberian person elected to the EDA making the board more representative of the community. The board said good-bye to Commissioner Bob Mata who had served on the board since 2012 and Commissioner Rich Gates who had served on the board since 2007. Along with new commissioners, the EDA welcomed a new Housing and Economic Development Director, Breanne Rothstein. Breanne joined the team in early December and brought with her a breadth of experience including time in both the public and private sectors.

2019 will focus on onboarding the new commissioners, advancing several emerging projects, revising housing programs and policy, re-vamping the business retention and expansion program, and working with the development community to improve access to high-quality housing and jobs.

2018 Economic Development Authority Board

*Back row, left to right: Commissioner Bob Mata, Commissioner Rich Gates, President Jeffery Lunde, Commissioner Mark Mata
Front row, left to right: Commissioner Susan Pha, Commissioner Lisa Jacobson, Commissioner Terry Parks*



Brooklyn Park's Economic Development Authority

is tasked with creating and maintaining jobs, growing the tax base, and leading development activities in the City. One of the EDA's goals is to make Brooklyn Park an attractive and supportive environment for businesses. By striving to maintain and grow relationships with existing and new businesses, the EDA helps to identify and link development and redevelopment opportunities with the proper tools and resources, helping existing businesses grow and prosper while attracting new businesses and industry to the community.

The EDA also administers Brooklyn Park's housing programs. Housing is one of Brooklyn Park's greatest assets. The EDA works to maintain and preserve existing housing stock in the city by offering a wide range of programs that meet the needs of homeowners, homebuyers, sellers, renters, and landlords.

Through this focus on livability, development, and redevelopment, the EDA's ultimate goal is to maintain a high quality of life for all Brooklyn Park residents.

EDA History

In 1988, the Brooklyn Park City Council established the Economic Development Authority (EDA) to oversee job creation and preservation, enhance the City's tax base, promote the general welfare of the City's residents, and assume primary responsibility for development activities in the City. In 1993, the EDA absorbed the work of the Housing and Redevelopment Authority (HRA). This action gave the EDA oversight of housing and redevelopment activities in the City. The Authority is made up of the seven duly elected and sworn-in members of the City Council and meets every month to discuss projects and initiatives as presented by city staff. Since its inception in the late 1980s the EDA has been integral to a number of projects in the city, including redevelopment of the Village Creek neighborhood, establishment of Northland Business Park, transportation planning, and the creation and management of critical housing programs.

Ground Breakings and Grand Openings

- Mi Sant Banh Mi*
- Rust-O-Leum*
- 610 West*
- Hampton Inn*
- Taco el Paraiso*
- Second Harvest Heartland*
- Mill City Credit Union*
- 610 Commerce Building II*
- Hallmark Building Co.*
- Blue Wolf Brewery*
- Accraply*
- NAPCO*
- Protolabs*

Development Activity

Second Harvest Heartland Bond

In 2017, Second Harvest Heartland, a food bank that serves all of Minnesota and Western Wisconsin, asked the City of Brooklyn Park to act as a fiscal agent for its application for \$18 million in State of Minnesota General Obligation Bonds. The State Legislature approved the funds in spring of 2018. The funds helped Second Harvest move its headquarters and operations to the City of Brooklyn Park. Construction began on the 230,000 square foot building at 7101 Winnetka Avenue North and is anticipated to be complete by the end of 2019.

In 2018, Second Harvest employed almost 160 people, hosted over 25,000 volunteers, and provided more than 100 million pounds of food to partner food shelves and directly to people in need.

NAPCO International Finds a New Home in Brooklyn Park

In 2018, NAPCO International LLC began the process of moving its headquarters to 9200 75th Avenue North. The new 75,000 square foot facility is being constructed in Northland Business Park by Scannell Properties, who will lease 60,000 square feet of the building to NAPCO once completed. NAPCO manufactures and distributes automotive components for vehicles used in the defense industry. In 2017, NAPCO had over \$45,000,000 in annual sales and employed 51 people.

NAPCO approached the City to assist in applying for State of Minnesota Department of Employment and Economic Development (DEED) Job Creation Fund (JCF) money. As part of its JCF agreements, NAPCO plans to create 18 new jobs in order to receive \$110,000 of State funding.



Brooklyn Park's First Brewery Opens

Brooklyn Park's first brewery officially opened its doors in April 2018. Blue Wolf Brewery is located at 8515 Edinburg Centre Dr next to Broadyway Pizza. Since it opened in the spring, Blue Wolf has expanded its beverage options, hosted events including trivia and yoga, and acted as a partner with the City of Brooklyn Park's Recreation and Parks department's summer bean bag league.

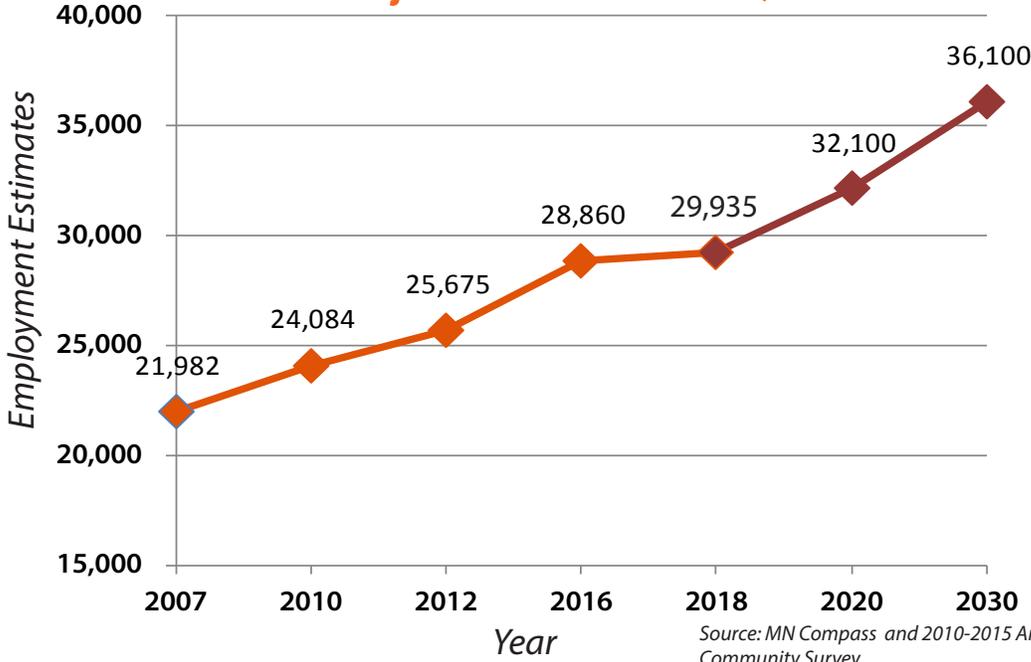


Liberty Diversified Industries (LDI) Celebrates 100 Years of Business

Liberty Diversified Industries (LDI), located at 6900 93rd Ave N, celebrated 100 years of being in business in the summer of 2018. To celebrate a century of work, LDI drove a bus across the country, visiting its multiple operating plants. The year long trip culminated in Brooklyn Park, home to Liberty's headquarters, with a large party. A band, food, presentations, and fireworks were all a part of the celebration.

Brooklyn Park by the Numbers

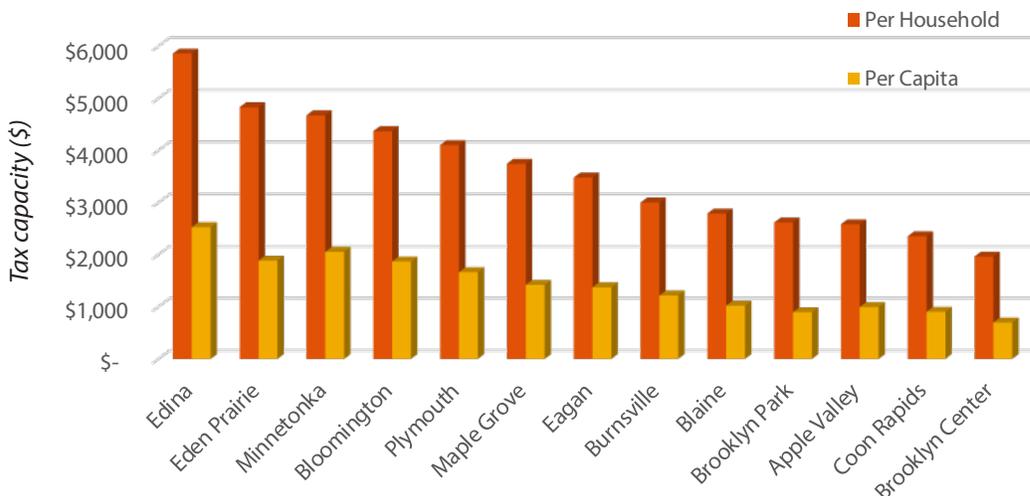
Jobs and Projected Job Growth, 2007 - 2030



Top Ten Employers in Brooklyn Park

Target	4,000
Nilfisk	700
North Hennepin Community College	610
HyVee	500
Medtronic	420
Accellent	395
Olympus	385
GLS	375
City of Brooklyn Park	335
Medical Arts Press	325

Tax Capacity Compared with Peer Cities (2017)



1,500+
businesses

99
restaurants

80,000+
residents

484
parks &
public facilities

29,935
jobs

Median Home Sale Price
2010: **\$147,000**

Median Home Sale Price
2018: **\$214,800**

13.6% increase
since 2010

* Data from US Census Bureau, American Community Survey

\$2,706,922

in grant funds secured
in 2018

Business Vitality

MCCD and Open to Business

Metropolitan Consortium of Community Developers (MCCD) continued to offer business consulting services at City Hall one day a month and by appointment through the Open to Business program. Brooklyn Park residents and business owners once again used the program more than any other city metro-wide.

Participants were consulted on:

- Business feasibility
- Business plan development
- Lease review/negotiation
- Loan packaging
- Operations & logistic planning
- Record keeping
- Regulatory assistance
- Real estate analysis
- Business purchase evaluation
- Strategic planning
- Networking and referrals
- Cash flow analysis and projections

Open to Business by the Numbers (2018)

54% low-income business owners
65% minority-owned businesses
38% women-owned businesses
13 loans administered
52 clients served
\$3 million in funds leveraged

SAC/WAC Deferral Program

The EDA Sewer Availability Charge (SAC) and Water Access Charge (WAC) deferral program served a number of Brooklyn Park businesses in its third year. Under the new terms, eligible owners agree to spread payments for the charges over 5 years at a 3% fixed interest rate, after paying 20% down plus the 1st monthly payment.

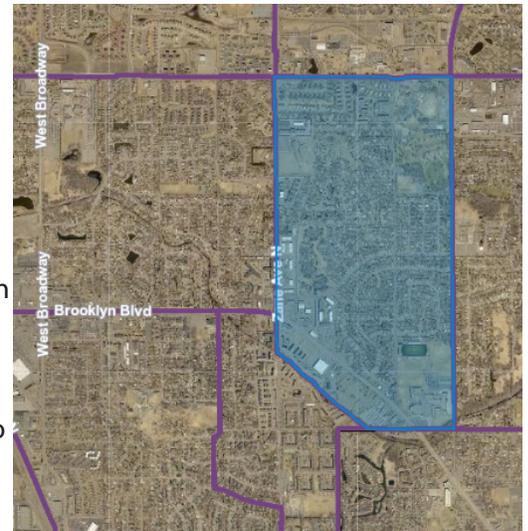
Businesses Participating in the Deferral Program

- Discovery Kids Academy
- Fiesta Cancun
- Blue Wolf Brewery

In early 2018, the EDA approved the start of a SAC Reducation Program aimed at attracting unique restaurant destinations to the City and helping existing locations expand. The program uses paid SAC credits from a collection of parcels that were partially built upon due to the County Road 81 expansion. So far one credit has been used to assist Skaalvenn Distillery with its expansion.

Opportunity Zones in Brooklyn Park

Opportunity Zones were established as a new community development program by the Tax Cut and Jobs Act of 2017. The goal of the federal program is to encourage long-term investments in low-income and urban communities nationwide. As of May 2018, 128 census tracts in Minnesota were certified as designated opportunity zone census tracts, 6 of which are in suburban Hennepin County. Qualifying investments in the opportunity zones will receive tax benefits based on how long the investment remains in the zone. The opportunity zone in Brooklyn Park encompasses most of the Village Redevelopment Area which also holds a large portion of the EDA's available land. As more information about the program emerges, the EDA will explore ways to best leverage this opportunity. Hennepin County is also working on strategies for a regional approach to showcasing opportunities in the region.



Minnesota Investment Fund and Job Creation Fund

The City partners with the Minnesota Department of Employment and Economic Development (DEED) to provide financial incentives to new and expanding businesses. The Minnesota Investment Fund (MIF) and Job Creation Fund (JCF) helps businesses make capital investments and create high-paying jobs. Since 2013, MIF and JCF have helped directly invest over \$10 million into Brooklyn Park businesses.

Several companies took advantage of these funds, including:

- Perbix (Now Tesla)
- Takeda
- Star
- Olympus
- Biomerics
- Design Ready Controls
- Metro Mold and Design
- Wurth Adams
- NAPCO (2018)



Business Forward Advisory Board

The Business Forward Advisory Board (BFAB) advises City Staff and the City Council on matters effecting businesses in the City. The 12-member board worked on a number of projects last year including:

- Business Licensing Fee Changes
- Restaurant Attraction Strategy
- SAC/WAC Credit Program
- Fire Code Safety Procedure Updates

At the beginning of the 2018-2019 board year, three new businesses joined the board. Evotronics is represented by Vice President Anh Tran. The circuit panel company has been in Brooklyn Park for 3 years. Takeda is represented by Matt Rau. Takeda is the first bio-pharmaceutical manufacturer in Brooklyn Park and has been in the City since 2016. Finally, Daily Dose Cafe is represented by owner Curt Medina. Daily Dose has been in the community since 2016 and offers another great place for Brooklyn Park residents to get coffee, pasteries, and other food.

Summer Blossom

For the past 19 years, Summer Blossom has celebrated the spectacular gardens of residents and businesses in Brooklyn Park. In 2018, Grand and First Place winners received an engraved garden paver. Grand winners also received \$250 VISA gift card.



Grand Single Family Winner:
Gary Johnson



Grand Commercial Winner:
Granite Ridge Apartments



Grand Townhome Winner:
Jeanine Kline

Realtor Forum

Brooklyn Park hosted its 26th Annual Realtor Forum on March 15, 2018. This year's event focused on Brooklyn Park's competitive advantages. The keynote address was done by Jason Aarsvold of Ehler's Inc. and Nate Pentz of Keller Williams Realty. Almost 100 people attended the forum which featured presentations about Recreation and Parks programs, Police Department Initiatives, housing program information, and an update from the School Districts.



Business Forward Forum

The 7th Annual Business Forward Forum was held on October 18 at Edinburg USA. The event was centered around workforce development and featured a keynote panel including; Nerita Hughes, Dean of Business, Technology, Career, & Workforce Development at North Hennepin Community College (NHCC), Matt Leaf, Associate Dean of Workforce Development and Continuing Education at Hennepin Technical College, and Luis Salado-Herrera, Brooklynk Program Coordinator. The event was attended by about 105 business representatives from throughout the community. Attendees heard about ways to tap into local educational institutions and programs for workforce development needs, development in the city, and an update on the City's work around the Brooklyn Park 2025 Strategic Community Plan.



Top; Realtor Forum attendees hear a presentation about the city's mapping tools; Bottom; Mayor Lunde gives an update about the City at the Business Forward Forum

WorkForce Development

Investing in Our Region's Workforce

Directed by the cities of Brooklyn Center and Brooklyn Park, BrookLynk is a youth employment program dedicated to addressing our regional talent needs by preparing highly motivated young people to be our future workforce. Since 2015, BrookLynk has proudly partnered with committed employers of all sizes and industries - from large multinational companies to small family-owned businesses to local government agencies and school districts - to address our regional workforce needs.



Through the collaborative efforts of BrookLynk and local employers, young people in the Brooklyns are connected to the experience, skills, and professional networks they need to become the future generation of engineers, entrepreneurs, and civic and business leaders our region needs.

2018 by the Numbers

\$250,000+ IN WAGES EARNED BY YOUTH INTERNS

263 YOUTH TRAINED WITH ESSENTIAL JOB SKILLS

102 INTERNSHIPS COORDINATED

90% OF SUPERVISORS WOULD PARTICIPATE AGAIN



BrookLynk Youth Represent...



Youth of Color



Qualify for free or reduced lunch



First or second generation immigrants

Housing

Apartment Rehabilitation Work

For decades, the City has worked with property owners and residents to improve the condition of its housing stock. Through single-family re-habilitation loans, foreclosure recovery programs, and CDBG funded grants, the City prioritizes improving living conditions for all residents. Multi-family rental housing in Brooklyn Park has also been a focus for the City. Since 2016, the City partnered with three property managers and owners to assist them in the re-investment and updating of their apartment homes and at the same time, maintaining long-term affordability in these neighborhoods. These three projects consist of substantial re-hab on a total of 712 units and City participation leveraged \$82 million in investments.



Park Haven – 176 units

\$16 million in housing revenue bond loans
\$10 million in total investment

Autumn Ridge – 366 units

\$1.2 million in short-term EDA loan
\$4.1 million in total investment

Brooks Landing/Brooks Garden (planned for 2019) – 170 units

\$400k in EDA loan
\$15 million in housing revenue bonds
\$15 million in total investment

Apartment Action Plan

In 2010, the City launched the Apartment Action Plan that established a set of policies and procedures for monitoring, maintaining and designing the City's current and future apartment complexes to ensure long-term sustainability. In 2017, a cross-department team of staff met to review the original Apartment Action Plan and generate new ideas related to the long-term sustainability of the City's apartment communities. In 2018, the City, in consultation with stakeholders including property owners/managers, community organizations, and housing advocacy groups, updated the strategy and adopted Apartment Action Plan 2.0. The updated Apartment Action Plan outlines actions the City will take around community engagement and communication, sustainability strategies, enforcement, and monitoring of apartment communities.

Key action items for 2018 included:

- Track tenant complaints through the Rental Licensing division to ensure tenant concerns are addressed in a timely manner.
- Operate the Rec on the Go program at apartment communities to provide mobile recreation programming opportunities and free meals to youth in the community.
- Work closely with apartment communities receiving City financial resources to ensure tenant engagement.
- Meet one-on-one with property managers and owners to build relationships and share information.
- Document parking situations at apartment communities and work with willing property owners on strategies to improve parking usage.
- Explore ways the City can provide support and resources for physical improvements to apartment communities.
- Explore ways the City can provide support and resource information to tenants.

The EDA oversees a number of housing programs meant to assist with maintenance of the current housing stock. The programs, administered in partnership with Hennepin County and the Center for Energy and Environment (CEE), include:

Home Rehab Deferred Loans help low and moderate income households rehab the exterior or interior of their homes with no monthly payment

Brooklyn Park Home Improvement Loans assist homeowners with repairs administered through CEE

Home Energy Squad Enhancements help homeowners make their homes more energy efficient. This program is a partnership with CEE and Xcel Energy

2018 Brooklyn Park Housing Program Usage

Home Rehab Loan Program

17 loans
\$277,479

CEE Rehab Loans

6 loans
\$89,306

Homeowner EDA Loan Program

2 loans
\$40,166

Home Energy Squad Program

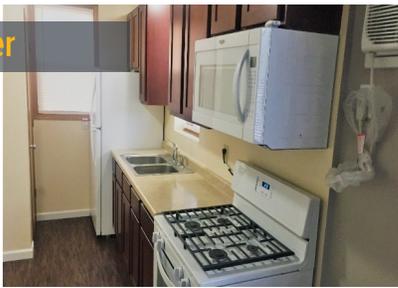
147 homes visited
\$12,390

Social Service Assistance

9 organizations served
\$61,589

The EDA partnered with the tenant protection organization HOME Line to produce a report about evictions in Brooklyn Park. The report examines the prevalence, trends, and underlying themes related to evictions. The EDA began exploring possible ways to prevent evictions and support tenants. This work will continue in 2019.

Transitional Housing Program



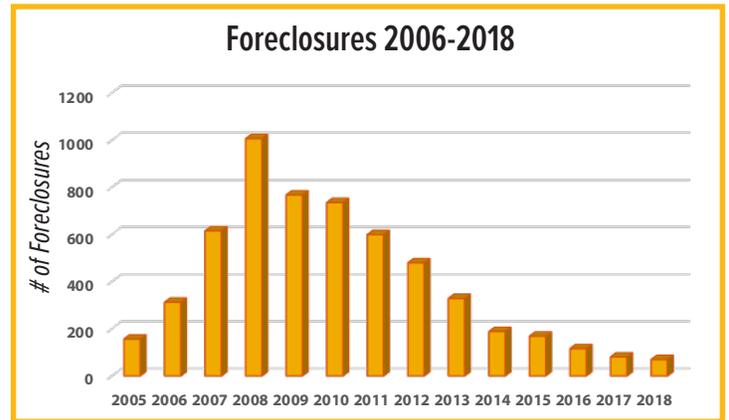
The EDA owns a 4-unit housing facility that provides housing to families transitioning from long-term homelessness. The facility provides a safety net program by which homeless families contract to live for up to 24 months while working to become self-reliant. In return for paying an affordable amount of rent, the tenants agree to participate in job training or attend a school program applicable to their individual needs and goals. Tenants are to take various classes to prepare for independent living such as personal financial management, parenting and housekeeping.

Since August 2012, Simpson Housing Services (Simpson), a non-profit organization, operates the on-site transitional housing program services and works with Premier Housing Management (Premier) to oversee the property management on behalf of the EDA. Simpson's case managers work closely with each tenant in assisting them with the individual action plans of their personal contract agreement. Premier runs the day-to-day property management operations. In 2018, the EDA spent \$207,000 in CDBG funds for substantial rehabilitation of the property.

Foreclosure Recovery

Foreclosure recovery was a focus of the EDA between 2008 to 2017. The EDA developed its Foreclosure Recovery Program to rehabilitate foreclosed homes and provide home buyer assistance to quickly convert vacant houses back owner-occupied homes. The last remaining home in the program sold in March of 2018. The EDA suspended the program after funding was exhausted and foreclosures were at a pre-recession level.

In 2018, the City saw only 69 new foreclosures in Brooklyn Park as compared to over a 1,000 in 2008.



Brooklyn Avenues for Youth

Brooklyn Avenues for Youth is a homeless shelter and transitional housing program for youth in Brooklyn Park and the northwestern suburbs youth meant to provide temporary shelter as residents stabilize, build trusting adult relationships and work toward their personal goals for independent living. The facility is owned by the EDA which contracts with Simpson Housing to manage its day to day operations.

Avenues by the Numbers 2018



135 youth served

40% of program participants exited after 136 days

52% of youth rejoined their families and

40% found other stable housing



Regional Engagement

- Urban Land Institute
- The Manufacturing Consortium
- Economic Development Association of Minnesota (EDAM)
- Rail-Volution
- Sensible Land Use Coalition (SLUC)
- Minnesota Association of Housing and Code Enforcement (MAOHC)
- Housing Collaborative Institute (HCI)
- Minnesota Association of Government Communicators (MAGC)
- Twin West and North Hennepin Area Chambers of Commerce
- African Immigrant CEO Connect Summit
- ACER & La Asamblea Housing Forum
- Metropolitan Council
- Resilient Communities Project

Home Stretch Workshop

The City of Brooklyn Park in partnership with Community Action Partnership of Hennepin County held 10 Home Stretch workshops in the course of 2018. Four of these workshops focused exclusively on the Hispanic and Hmong communities in Brooklyn Park and the northwestern suburbs. Homestretch workshops focus on teaching attendees about Brooklyn Park's housing programs, the mortgage process, the purchase decision, the closing steps and housing inspection. The workshops also provide tips on common sense approaches to owning and maintaining a home.



Special Projects

Center of Innovation and the Arts (CITA)

The Center of Innovation and the Arts (CITA) at Brooklyn Park is a proposed project involving the construction of an 83,130 square foot arts and innovation facility at North Hennepin Community College on the northeast corner of 85th Avenue North and West Broadway Avenue. CITA would replace North Hennepin Community College's existing Fine Arts Center, a dated facility that no longer meets the college's educational needs.

The CITA project is led by North Hennepin Community College, Metropolitan State University, and the City of Brooklyn Park. Other key partners include, Osseo Area Schools, Hennepin County, and other key stakeholders. The project is an opportunity to expand NHCC's partnership with Metropolitan State University and engage the broader community in utilizing the facility to advance cultural engagement, community education, and youth programming. CITA is envisioned to be a dynamic and inclusive center focused on leveraging resources of multiple partners to create a flexible facility that will greatly increase educational opportunities for students, increase economic prosperity, and advance the quality of life in Brooklyn Park and surrounding communities.



The feasibility study for the project began in July 2018. Project partners began to work on predesign for the facility in order to be eligible for a capital funding request within the 2020 State Bonding Bill. The predesign work wrapped up in November when North Hennepin Community College submitted the CITA predesign document to the Minnesota State System Office for review.

Brooklyn Boulevard Trail

Phase one of the Brooklyn Boulevard Trail was completed in 2018. Once complete, the trail will create a critical pedestrian and non-motorized transportation connection between the Brooklyn Boulevard transit hub and the Village Creek neighborhood. This trail project will complete the ¾ mile trail gap between the Village Creek Park trail and the Shingle Creek regional trail to the planned installation of trails along West Broadway Avenue as part of the reconstruction project. The EDA used \$225,000 in TOD grant funds and \$100,000 in Bikeway grant funds from Hennepin County. Phase II will be underway in 2019.



Edinburgh USA Clubhouse Remodel

Edinburgh USA is getting an interior facelift! In late 2018, the EDA officially selected D'Amico & Partners to take over the event and food management services. The EDA approved a \$1.5 million budget to renovate the clubhouse, including the operation of a new restaurant "The Brooklyn" to replace the Girvan Grille. Additionally, D'Amico will manage the St. Andrews Club and all non-golf operations. Renovation work on the building is set to begin in early 2019 and should be finished by summer 2019.



D'Amico's vision for "The Brooklyn"

EDA Secures Grants for Key Projects

EDA staff often applies for grants with approval from the board. The grants are used to fund a variety of projects and initiatives from workforce development to feasibility studies. In 2018, staff secured a total \$2,706,922 in grant funds from a . A few of the grants received in 2018 include:

\$832,000	Metropolitan Council LCDA grant for the George North Group Welcome Ave Site Project
\$225,000	Hennepin County Transit Oriented Development (TOD) grant for the Brooklyn Blvd Trail
\$100,000	Hennepin County Bikeways Grant for the Brooklyn Blvd Trail
\$88,000	Minnesota Department of Employment and Economic Development (DEED) Workforce Development grant for BrookLynk

Shingle Creek Trail Connection Officially Opens

On May 21, Hennepin County, the City of Brooklyn Park, and staff and students from Brooklyn Middle School and Park Center High School celebrated the grand opening of the Connections at Shingle Creek Project Learning Space. The award-winning project connects the Village Creek redevelopment area to the regional trail system, and includes an outdoor learning space that is used regularly by both the school and community. Mayor Jeffrey Lunde, Hennepin County Commissioner Mike Opat, Community Development Director Kim Berggren, and Brooklyn Middle School Principal Kim Monette all spoke about the importance of partnership and youth voices to complete this project.



Congressman Emmer Visits Cirtec Medical



Congressman Tom Emmer visited Cirtec Medical in the Commerce Neighborhood on May 4. The visit came as a follow up from an April business roundtable Mayor Lunde convened. Terrell Jacobs, the Senior General Manager at Cirtec, led the tour of the medical device company that produces neurostimulation leads assemblies and other precision products in Brooklyn Park. This visit is an example of how the EDA works to connect businesses and residents to policy makers and change agents throughout the region.

Autumn Ridge Landscaping Project

As part of the Autumn Ridge rehabilitation project, a stormwater retrofit plan was developed for the site. The improvements include creation of pollinator habits, mitigated localized flooding, enhanced water quality, and the planting of shade and ornamental trees on the site. In the fall of 2018, Autumn Ridge hosted a planting event that was attended by Councilmembers, City Staff, and Autumn Ridge residents. The work is funded through a grants from Hennepin County, The Shingle Creek Watershed Commission, and Sherman Associates.



METRO Blue Line Extension Light Rail Transit (LRT) Project

Construction on the METRO Blue Extension Light Rail Transit (LRT) project is now scheduled to begin in 2020 with the line opening to passengers beginning in 2024. Despite delays, progress continued on both the project and beyond the rails work.

Transit-Oriented Development (TOD) Zoning Districts Adopted

In 2018, the City Council approved transit-oriented development (TOD) zoning districts along the line. The TOD districts help staff set development standards for the properties within the station areas. The picture shown is the TOD zoning district for the Brooklyn Blvd Station. Each of the 5 stations have an individual TOD zoning district.



Corridor Development Initiative Series

Corridor Development Initiative (CDI) workshops were held at the Brooklyn Park Library this summer, in partnership with North Hennepin Community College, African Career, Education, & Resource (ACER), the City of Brooklyn Park, Hennepin County, and Local Initiative Support Corporation Twin Cities (LISC). These workshops brought together community members, business owners, local stakeholders, and design and development experts to create development guidelines for two key sites in the 85th Avenue LRT station area. Recommendations focused on maintaining neighborhood character by enhancing the pedestrian flow of the area, attracting smaller scale retail and services, and utilizing public art or green space to make the station area memorable. There is also a desire to ensure effective traffic flow, and easy access to parking and retail services. These guidelines will be shared with all developers interested in building future projects in the 85th Ave LRT station area.



Starlight Center Pedestrian Study

This summer, a temporary pedestrian walkway was installed that helps protect and guide pedestrians in from 76th Ave and West Broadway Ave towards the Cub Foods entrance, in the Starlight Shopping Center. This walkway was installed in late June and continued until the end of September. Feedback from shoppers, employees, and community members regarding this project will help inform future solutions to pedestrian safety in this station area.

Cultivate Kicks Off in Brooklyn Park

Springboard for the Arts began working with Hennepin County, community partners and corridor cities (North Minneapolis, Golden Valley, Robbinsdale, Crystal, Brooklyn Park) to initiate events along the line. This initiative will support local artists as they activate public spaces, build connections with businesses and community organizations, and enhance livability and opportunity throughout the corridor. Brooklyn Park hosted an Art on the Line event at 63rd Ave and Bottineau Blvd. which featured artwork by Randy Burrows and a drum circle with Babatunde Lea. Events will continue through 2019.

Urban Land Institute Technical Assistance Panel

The Urban Land Institute (ULI) hosted a technical assistance panel to help developers, staff, and community members understand the market realities and opportunities at five stations throughout the corridor. The panel included real estate, development, and construction industry professionals who explored the possibilities for development along the line. The panel also gave recommendations about mitigating potential displacement of residents and businesses as a result of the project.

Recommendations for the corridor included:

- A corridor wide housing policy
- Increasing walkable areas
- Promoting public-private partnerships



In 2018, City staff received updated designs for the Oak Grove station Park and Ride ramp.



MEMORANDUM

DATE: March 18, 2019
TO: EDA Commissioners
FROM: Kim Berggren, Executive Director
SUBJECT: Status Update

HOUSING AND DEVELOPMENT**27th Annual Real Estate Forum**

EDA staff held its 27th successful Real Estate Forum on February 14 at Edinburgh USA. This year's forum's theme was "Fall in Love with Brooklyn Park" and featured Justin Hollis of MN Compass and David Arbit of the Minneapolis Area Association of Realtors as keynote speakers. The 120 attendees represented area real estate professionals from throughout the region. Attendees had the opportunity to earn four continuing education credits from the Minnesota Department of Commerce by hearing from the city's Police Department, Assessing Department, Recreation and Parks Department, and more. This was also the first event catered by D'Amico since they were awarded the contract as the food service provider in at Edinburgh USA. The warm breakfast served was a definite hit!

BUSINESS DEVELOPMENT**Chamber Networking Group Meeting**

On February 21, Daniela Lorenz attended a networking session at Tinker Thinkers in Osseo. The event was hosted by businesses that were formerly part of the North Hennepin Chamber of Commerce that wanted to keep meeting after the chamber shut its doors. About 30 businesses from Brooklyn Park, Maple Grove, Champlain, and Osseo were in attendance to share about their business successes and upcoming functions or events. Participating in this meeting is part of the effort to revamp the business retention and recruitment effort from the City while also making personal connections with business owners. Staff will continue to attend meetings with this group as schedules permit.

Minnesota State Partnership Tour Lunch

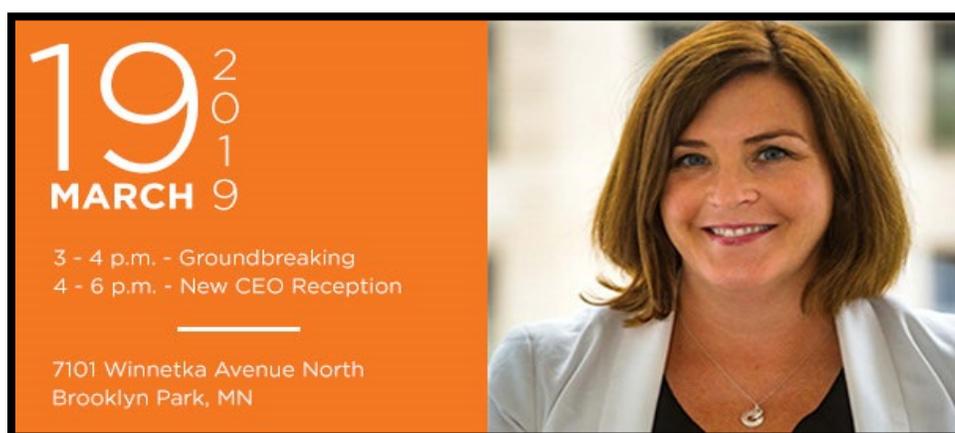
On Friday February 22, Luis Salado-Herrera and Daniela Lorenz attended the Minnesota State Partnership Tour lunch at Hennepin Technical College. The lunch included a panel of businesses and educators including representatives from Design Ready Controls and Luther Automotive, Devinder Malhotra President of Minnesota State, Dr. Merrill Irving, President of Hennepin Technical College, and Dr. Carlton Jenkins, Superintendent of Robbinsdale Area Schools. The panel focused on ways each institution is addresses workforce shortages and how k-12 schools, businesses, and higher education can be partners to help students understand the value of technical education.

Takeda Business Visit

On Thursday February 21, Jennifer Jordan, Breanne Rothstein, and Daniela Lorenz visited Takeda Pharmaceuticals. Takeda is one of the first biopharmaceutical companies in the United States and has called Brooklyn Park home for 3 years. During the visit staff met with Matt Rau, Darnelle Landis, and Mike Gramer from Takeda, got a tour of the facility, and discussed any business challenges Takeda might have. The visit was primarily to share additional information about the METRO Blue Line Extension Light Rail Transit (LRT) project with Takeda staff and answer any questions they had about construction, the project in general, and station area designs.

Second Harvest Heartland Grand Opening

Second Harvest Heartland is celebrating its grand opening on March 19 at its facility located at 7101 Winnetka Ave N. The event will take place from 3pm to 6pm and will include speakers, tours of the facility, and an opportunity to meet Second Harvest's new CEO, Allison O'Toole.



MCCD Open to Business Contract

The EDA has partnered with the Metropolitan Consortium of Community Developers (MCCD) since 2013 to provide technical assistance and financing options to small and start-up businesses in the community. Staff reviews the contract every three years. This year the contract was resigned, allowing MCCD to provide this critical assistance through its Open to Business Program. Brooklyn Park businesses traditionally have the highest use of this program, which is offered in several cities across the region. Businesses report finding great value in the free service. The Open to Business Annual Report is attached. In total, the program costs \$20,000 a year with half coming from the EDA budget and the other half coming the Hennepin County HRA.

North Hennepin Community College (NHCC) World Café

On March 4, Luis Salado-Herrera and Daniela Lorenz attended a world café style facilitated conversation hosted by North Hennepin Community College (NHCC). World Café is a facilitation technique that gives participants the opportunity to have an in-depth conversation about a specific topic or question. This event involved a conversation about a potential workforce development center that connects students and employers to resources and training that is mutually beneficial while meeting today's workforce demands. This was the first event hosted by NHCC that focused on this potential workforce center and is part of NHCC's mission to provide the best and most relevant training to its students.

Hennepin County Economic Development Collaborative

Daniela Lorenz attended the Hennepin County Collaboration Forum on March 7. The forum, hosted by Hennepin County Economic Development staff at the Brookdale Library in Brooklyn Center, focused on technical resources available to communities. Speakers included, County GIS and assessing staff and Greater MSP's Amanda Taylor. Hennepin County brings together community development staff from around the region periodically to share resources and knowledge. The next event is on May 2 at the Brooklyn Park Library.

OTHER

Center for Innovation and the Arts (CITA)

Feasibility study work continues for the Center for Innovation and the Arts (CITA). The study consultants held a discussion with regional arts stakeholders at the Maple Grove Government Center on March 7. EDA staff discussed the project with the Planning Commission on February 27 and will meet with the Recreation and Parks Commission on March 20. The feasibility study will be wrapping in March, with the full report to be published soon after.

EDA Owned Land Maintenance Contract

EDA Staff is currently in the process of finalizing a contract with Precision Landscaping Inc. to provide maintenance to the EDA owned lots during the 2019 growing season. Precision was selected after advertising a Request for Quote in late November and early December. Staff received four responses of which Precision of the lowest with high quality references. Precision will begin maintaining the lots this spring.

Temporary Plaza Park at 85th and West Broadway

SRF Consulting facilitated a design planning meeting with Brooklyn Park and Hennepin County Library staff on preferred design elements in conjunction with programming needs for the planned temporary plaza park. Development of the temporary plaza park is proposed to start this spring with the installation of modest design elements and programming to occur in summer 2019.

Operations and Maintenance staff will maintain the site in conjunction with North Hennepin Community College. Brooklyn Park and Recreation and Hennepin County Library staff are planning for limited programming for the plaza park over the summer. Staff are working with Springboard for the Arts to enlist artists through the Cultivate arts initiative to develop artistic elements for the space. Hennepin County Community Works has offered grant funding to support this project as part of the "Beyond the Rails" work related to the Blue Line Extension Light Rail Transit project.

It is anticipated that the temporary space will continue to evolve over the next three years.

Oak Grove

Kim Berggren and Planning Director Cindy Sherman attended the February Sensible Land Use Coalition meeting to learn about the Ford Site in St. Paul. The site is a 130+ acre master planned redevelopment project with developer Ryan Companies proposing a walkable mixed-use infill neighborhood. This project will serve as a good model for Target's planned development around Oak Grove Station area because it is similar in size, scale, and development type.

METRO Blue Line Extension (Bottineau LRT) Update

Agendas and previous meeting presentations can be found at:

<http://www.metrocouncil.org/Transportation/Projects/Current-Projects/METRO-Blue-Line-Extension/Committees.aspx>.

Connect Blue Line Now! Communication Coalition

A lobbying trip to Washington, D.C. is planned for the last week of March 2019. Confirmed attendees to date include Hennepin County Commissioner Mike Opat, Golden Valley Mayor Shep Harris, North Hennepin Community College President Barbara McDonald, Community Development Director Kim Berggren, and 2-3 local business representatives.

Metropolitan Council Chair Slawik met with Coalition members in Brooklyn Park on March 15, 2019 to discuss project status and coordination on next steps in project development.

Connect Blue Line Now! Coalition is an ongoing collaboration effort around the METRO Blue Line Extension. The coalition includes elected representatives from cities along the future LRT route and other communities near the route. The goal of the coalition and campaign is to create a unified message about the benefits of the line to the Northwest suburbs.

Bottineau Corridor Marketing and Branding Effort

The selection committee interviewed consultants for the marketing and branding work for BLRT and selected a consultant to complete this work. It is anticipated that Hennepin County will execute a contract in the next month and work will begin this spring.

Bottineau Corridor Wayfinding Project

Hennepin County Community Works is assisting Bottineau Corridor cities in developing a corridor-wide wayfinding plan to help maximize connections to key destinations within each community's station areas. Hennepin County expects to issue a request for proposals for this work in the next few weeks with a final product to be completed by December 2019.

Additional Bus Routes Help Businesses and Employees

Metro Transit announced that beginning March 11, Route 724 which serves North Minneapolis, Downtown Minneapolis, the Brooklyn Center Transit Center, and the Starlite Transit Center will provide additional service to the new Amazon sortation facility located at 9001 Wyoming Ave N. Metro Transit worked with Amazon who saw an opportunity to improve employees' commute by making public transportation a more viable option. Additional information about the route can be found at metrotransit.org/route/724.

Edinburgh Clubhouse

Construction is in full swing at the Edinburgh USA Clubhouse. The first three phases of construction are well underway.

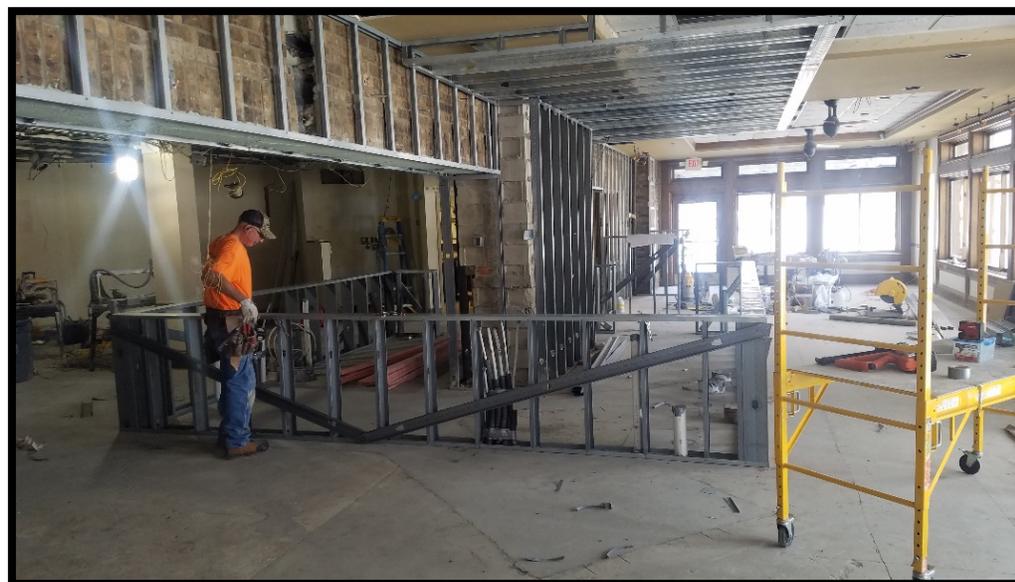
Phase 1 – Bar/Restaurant Renovation:

The Bar/Restaurant area has completed the demolition phase. The carpet and tile flooring have been removed and floors have been ground smooth for new tile installation. The old bar was removed, and a few plumbing lines were moved to accommodate the reconfigured bar. A portion of wall that separated the back bar from the front restaurant has been removed to allow for more light in the area and views of the golf course from nearly every seat. The new bar is being framed in preparation of the full bar build out.

Photo 1: Bar/ Restaurant Demolition



Photo 2: Bar Reconstruction

**Phase 2 – Lower Level Ballroom Renovation:**

The lower level ballroom wallpaper was removed, walls repaired and then painted white with a gold accent. The trim, windows and doors have also been painted. Several lighting items have also been replaced in the room. The flooring replacement was delayed until after a few large events in late February due to delivery times on new carpet and tile. The carpeting has been removed and the floor will be ground smooth for the installation of new carpeting.

Photo 3: Lower Level Ballroom Renovation



Photo 4: Lower Level Ballroom Completed Walls



Photo 5: Lower Level Hallway Demolition

**Phase 3 – Lower Level Hallway and Entrance Renovation:**

The demolition of the flooring and wallpaper in the lower level hallway and entrance area began on February 25. The walls will be repaired and painted. The carpet and tile flooring have been removed and floors have been ground smooth for installation of tile. Two walls next to the entry vestibule were removed to create additional space in the lobby. The ceiling tiles have been removed and the ceiling grid will be painted. The tiles will then be reinstalled. The walls in the lobby walls, trim and stairway will be painted soon.

Photo 6: Lobby Tile Installation



At the January meeting of the Economic Development Authority, a motion was approved authorizing the Executive Director to enter directly into contracts with vendors for the work being done at Edinburgh USA Clubhouse. The following contracts have been approved for work on the lower level hallway, ballroom, and bar/restaurant area:

DESCRIPTION	VENDOR	AMOUNT
Millwork	ICG, Inc.	\$ 3,425.00
Electrical	Connect Electric	\$ 25,840.00
Painting	Bengston Painting	\$ 121,750.00
Millwork Install	Sunrise Construction	\$ 1,280.00
Floor Demolition	Quaale Enterprises	\$ 13,250.00
Kitchen Equipment	Boelter.premier	\$ 47,468.53
Bar/Restaurant Equipment	Boelter.premier	\$ 35,700.53
Bar Restaurant Demolition	Rockway	\$ 3,816.81
Lower Level tile & Installation	Westlake Tile	\$ 78,800.00
Masonry Demolition	Ramsey Companies	\$ 25,953.00
Bar/Restaurant Masonry	G.B. Masonry	\$ 4,000.00
Bar/Restaurant Plumbing	B&D Plumbing	\$ 22,474.00
Carpeting	Hamernicks	\$ 47,498.00
Bar/Restaurant Steel work	Boe Iron	\$ 4,967.00
	TOTAL TO DATE:	\$ 344,959.34

MEMORANDUM

DATE: March 14, 2019

TO: EDA Commissioners

FROM: Erika Byrd, Economic Development Specialist

CC: Kim Berggren, Executive Director
Breanne Rothstein, Economic Development and Housing Director

SUBJECT: Housing Update

This memo provides an update to the Economic Development Authority (EDA) on several housing-related items. In addition to updating the EDA, this memo serves to keep interested stakeholders, such as City commissions and community groups informed of this work.

HOUSING POLICY UPDATES**Eviction**

The City of Brooklyn Park and Minnesota Multi Housing Association will be hosting a facilitated discussion with Brooklyn Park rental property owners around the topic of eviction. The event will be held on March 28th at 1:00 p.m. at the Brooklyn Park Library and will be facilitated by Bennett Community Consulting. The discussion will provide an opportunity for apartment owners to hear about the recent eviction study and to provide their thoughts and feedback. More information can be found at www.BPowner-discussion.eventbrite.com. Apartment owners can RSVP at that link or contact Erika Byrd to sign up.

Staff also connected with Dr. Brittney Lewis of the Center for Urban and Regional Affairs about looking at the qualitative data and story of those affected by evictions. CURA is reviewing relevant Brooklyn Park information and will be putting a potential research scope-of-work together.

Fair Housing Policy

Starting in 2019, the Metropolitan Council is requiring that cities adopt a fair housing policy prior to the disbursement of any Livable Communities Demonstration Account funds. EDA staff will be discussing fair housing with the City's Human Right's Commission again in March and aims to bring a policy to the EDA later this spring.

Apartment Action Plan

On February 26, 2018, the City Council approved the Apartment Action Plan 2.0, a set of policies and procedures for supporting the long-term sustainability of the city's apartment communities. This updated document outlines actions the City should take around community engagement, communication, sustainability strategies, enforcement, and monitoring of apartment communities. Community Development and Police staff plan to bring a year end status update to the City Council in April.

Tenant Protection Policies

At the February EDA work session, EDA commissioners reviewed possible strategies and tools to advance affordable housing and tenant protections. The EDA indicated an interest in working on a tenant protection and advanced notice ordinance. Staff will be working to prepare some recommendations on this topic for the EDA's consideration this spring.

Estimated Timeline of Planned Housing Policy Work

- March
 - Draft Fair Housing Policy in consultation with Human Rights Commission (HRC)
 - Hold facilitated discussion with landlord and apartment owner group around evictions – March 28
 - Convene discussion with community and social service groups around evictions
 - Develop plan for qualitative research into tenant experience of eviction in Brooklyn Park
- April - May
 - Bring Apartment Action Plan 2.0 status update to City Council for discussion
 - Continue stakeholder engagement around evictions
 - Bring fair housing policy to EDA
 - Bring tenant protection policy to EDA

BROOKLYN PARK HOMEOWNER PROGRAMS

Brooklyn Park Homeowner Programs

The EDA administers several programs that provide financial resources to single-family and townhome homeowners for capital improvement repairs. At the February EDA work session, the EDA reviewed current homeowner programs and recommended changes. Based on work session feedback, staff will bring proposed program changes to the EDA in April.

APARTMENT REHABILITATION

Brooks Landing and Brook Gardens

The Minnesota Housing Finance Agency recently awarded funding in the amount of \$5.7 million toward the rehabilitation of Brooks Landing and Brook Gardens. A \$400,000 rehabilitation loan from the EDA and \$15 million in Housing Revenue Bonds sponsored by the City of Brooklyn Park will be used in the project as well. All the apartment units are covered by Section 8 project-based Housing Assistance Payment (HAP) contracts and will remain affordable after renovation. This rehabilitation project is slated to begin in 2019. Staff is meeting with the owner in March to discuss resident engagement, communication, and construction plans and expectations.

Autumn Ridge Apartments

Rehabilitation work continues at Autumn Ridge Apartments, with upgrades to common areas and internal units happening in the last two building. The City partnered with Sherman Associates at Autumn Ridge Apartments to assist them in the re-investment and rehabilitation of the property while maintaining long-term affordability. The EDA contributed a loan of \$1.2 million for contingency funding into the project. Rehabilitation work of all buildings is scheduled to be completed by summer 2019. Phase II of the landscaping project at the site will kick off in 2019 as well.

OTHER HOUSING ACTIVITY

Housing Collaborative Institute

Erika Byrd attended the Housing Collaborative Institute (HCI) meeting on March 4th. This month's topic focused on tenant screening. Participants heard about two recent collaborative regional initiatives to evaluate best practices in tenant screening and a recent Wilder Foundation report examining how residents' criminal backgrounds contribute to housing outcomes. Twin Cities LISC hosts the monthly HCI meetings that bring together regional housing professionals to discuss housing issues and best practices.

Village Creek Apartments

Developer Devean George of George North Group hosted a community meeting on March 14, 2019 for the proposed Village Creek Apartments project. The prospective development would occur on a site currently owned by the EDA at Welcome Avenue and Brooklyn Boulevard. The project proposes a commercial community kitchen geared towards incubating culinary start-up businesses and a programmable community space on the ground floor with 80 units of rental housing above. The rental housing will consist of 16 units of affordable housing with the remaining units at market-rate. The project was awarded a \$832,000 Livable Community Development Account grant from Met Council in 2018. EDA commissioners toured a George North project in Minneapolis in early 2018 in anticipation of a possible partnership with this development group.

North Hennepin Community College Housing Site

North Hennepin Community College (NHCC) is interested in selling a parcel of its campus for an affordable or mixed-income housing development. The EDA indicated general support for the project at a November 2018 work session. NHCC is currently in the process of working through the Minnesota State College System's process for offering the site for sale.

City of Brooklyn Park EDA WORK SESSION

Agenda Item No:	8.1	Meeting Date:	March 18, 2019
Agenda Section:	EDA Work Session	Prepared By:	Breanne Rothstein, Economic Development and Housing Director; Kim Berggren, Director of Community Development
No. of Attachments	2	Presented By:	Kim Berggren, Director of Community Development
Item:	Discuss Strategic Priorities for the Economic Development Authority		

Overview:

The EDA has resources to direct toward housing and business development, re-development, and affordable housing preservation including land, EDA general funds, Tax Increment Financing funding, housing set aside funds for affordable housing, and housing programs for rehab. Staff is seeking additional direction from the EDA related to investments in housing and other economic development initiatives.

Background:

The City of Brooklyn Park has an active Economic Development Authority. It is uniquely positioned and staffed to proactively influence the growth and development within the community. Over the years, the EDA has developed several funds with balances adequate to fund new economic development, market-rate housing, and affordable housing projects. Additionally, the EDA owns 50 acres of land for economic development and housing purposes.

As context for this discussion, below is a listing of the current work of the EDA. These are areas where the staff has a high level of direction and engagement from the EDA. This list also provides a sense of the activity level of the EDA's staff.

Housing Programs and Policies

- Homeowner assistance program enhancements
- Fair Housing and Tenant Protection Policy and Eviction Research

Active Strategic Partnership Projects

- Central Park
- Center for Innovation and the Arts (CITA) – planned partnership project
- Old Hennepin County Library – possible acquisition
- BLRT (Cultivate, Advocacy, Temporary Plaza Project, Planning, Business Outreach)
- Second Harvest Heartland – underway
- Edinburgh USA Clubhouse - \$1.5 million reinvestment with D'Amico and Partners

Apartment Engagement

- Disorderly Behavior ordinance update – discussion with police and other stakeholders underway
- Collaboration/Communication with stakeholders (advocacy groups, property owners, and apartment managers)
- Apartment Action Plan coordination, with a focus on collaboration on improvements at Huntington Place

Financial Support for Multi-Family Housing Rehab and New projects

- Brooks Garden/Landing - rehab
- Autumn Ridge - rehab
- 4 plex Transitional Housing – EDA-owned rehab
- Suite Living Senior Housing – requested assistance
- Creekside Gables – requested amendment to previous assistance
- Village Creek Apartment development – support LCDA grant

Business Expansion and Retention Programs

- Business visits; relationship building
- Materials; response to Requests for Information (RFIs)
- Updated programs (Brooklyn Park Development Corporation (BPDC) work)
- Business Forward Advisory Board (BFAB)
- Expand SAC/WAC Reduction Program
- Business assistance policies and programs

Business Attraction (marketing, broker events, networking)

- Marketing coordinated with communications
- Cargo-oriented Development project
- Participation in Real Estate Journal events, EDAM, Ehlers, and site selection events
- Jobs Creation Fund (JCF) applications and administration (several projects)
- Minnesota Investment Fund (MIF) administration (several projects)

BrookLynk / workforce development strategies

- Internship recruitment and deployment (120 youth)
- Training for interns and employers (400 youth and 25 businesses)
- Participation in Hennepin Workforce Council
- Grants Administration

Infrastructure Investments

- BLRT and West Broadway corridor enhancements
- Hwy 252 conversion
- Interchange 101st/169, including possible excess land acquisition
- Utility burial
- Sidewalks and trails
 - Brooklyn Boulevard (2018-2019)
 - Property damage repair – Connections Trail

Other ongoing programs and event

- Annual Real Estate Forum - Spring
- Annual Business Forward Lunch – Fall
- State of the City – planned for May at Clubhouse
- Application and administration of grants – TOD, LCDA, BrookLynk, JCF, MIF, others
- Small business and homeowner support

Primary Issues/Alternatives to Consider:

In addition to the current work of the EDA and Economic Development and Housing Division, staff would like direction on whether to pursue the following new initiatives as well as the order of priority for pursuing new projects/policy initiatives:

Ideas for New Initiatives	Work Included
Re-Development Initiatives	
Village Creek (including Regent Site, Luther Sites, Welcome Sites)	Update plan (last updated 2000) and actively market property, consider financial assistance for projects
Opportunity Zone	Write plan for Opportunity Zone; Recruit investment
85 th Avenue	Update redevelopment plan
Affordable Housing Initiatives	
Housing Re-investment/NOAH Policy/Program	Housing Program for rehab and long- term affordability
New Development: Affordable Rental Housing	Recruit non-profit affordable housing developers, consider financial assistance (revisit 2011 Multi-Family Housing Assistance Policy)
Equitable Developer Score Card	Modify tool to use in Brooklyn Park to evaluate development
Mixed Income Development Initiatives	
New Development: Market Rate/Mixed Income Rental	Recruit developers, consider financial assistance
New Development: Senior Housing	Recruit developers, consider financial assistance
New Development: Owner-occupied (townhomes)	Consider financial assistance
Small Business Initiatives	
Restaurant Recruitment and Marketing Plan	Attend restaurant association events and actively market current restaurants (in addition to map)
Business Incubator (small business)	Conduct/fund feasibility study in Village Creek or TOD area
Small Business Entrepreneur support/reduce barrier to small business	TBD

Redevelopment Initiative

This set of initiatives would focus on specific areas the EDA has previously identified as priorities, and re-focus attention on plan updates (Village Creek, Opportunity Zone census tract, and/or 85th Avenue Corridor), active recruitment of buyers for EDA owned land, re-invigorated community engagement efforts/re-visioning, and financial assistance programs to incentivize development in re-development areas.

Affordable Housing Initiative

This set of initiatives would take a multi-faceted approach to the preservation, rehabilitation, and development of affordable housing within the city (Naturally Occurring and Assisted). Historically, the planning and strategy efforts around affordable housing in the city have been to focus on owner-occupied housing and housing within undeveloped portions of the city. Prioritizing this work would be a shift in focus to existing housing preservation/rehab and development of new affordable multi-family housing.

Mixed Income Development Initiatives

There has been interest from the development community in senior and market rate, multi-family housing. However, most projects also require gap financing to facilitate development, pay for unexpected development costs, or provide mixed income rents. Focusing efforts on this area would include financially assisting mixed income projects and actively recruiting mixed income/market rate developers to EDA-owned land. This initiative could include senior housing.

Small Business and Restaurant Attraction Initiatives

There has been discussion about focusing efforts on small business recruitment, support, and the development of a business incubator within the city. Focusing on this initiative would include completing a feasibility study for a business incubator, taking an active role in recruiting and financially assisting “sit down” restaurants, and developing an active marketing plan for restaurants in the city. It would also include a renewed focus on programs that support the success of small business.

Budgetary/Fiscal Considerations:

The EDA has resources to fund these efforts within several different funding sources.

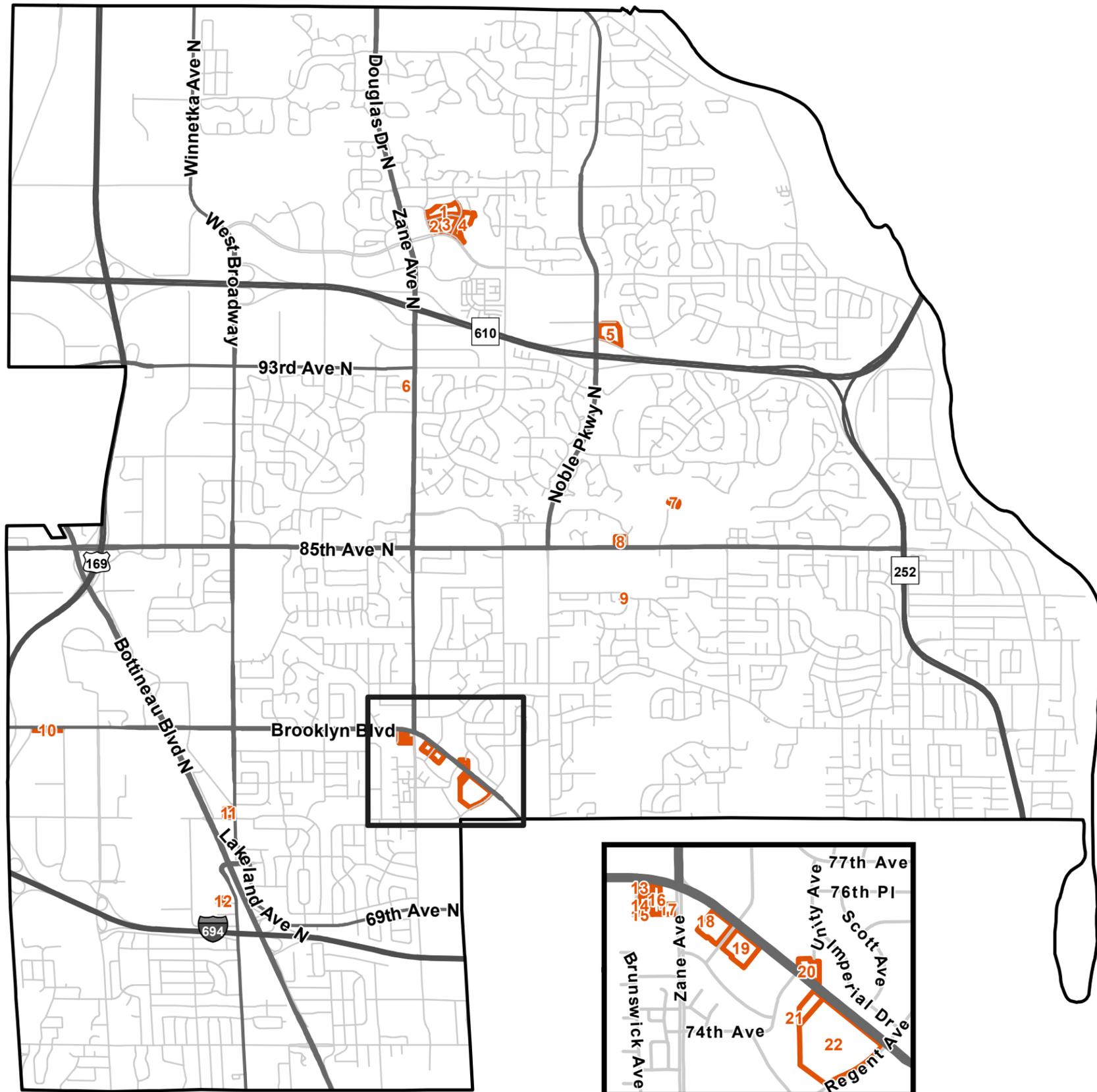
Next Steps:

Provide strategic direction for the EDA staff in 2019/2020 and areas of priority, recognizing there is limited staff time available for new initiatives unless priorities change.

Attachments:

- 8.1A MAP OF EDA OWNED LAND
- 8.1B SITES OF DEVELOPER INTEREST IN APARTMENTS

EDA Owned Parcels

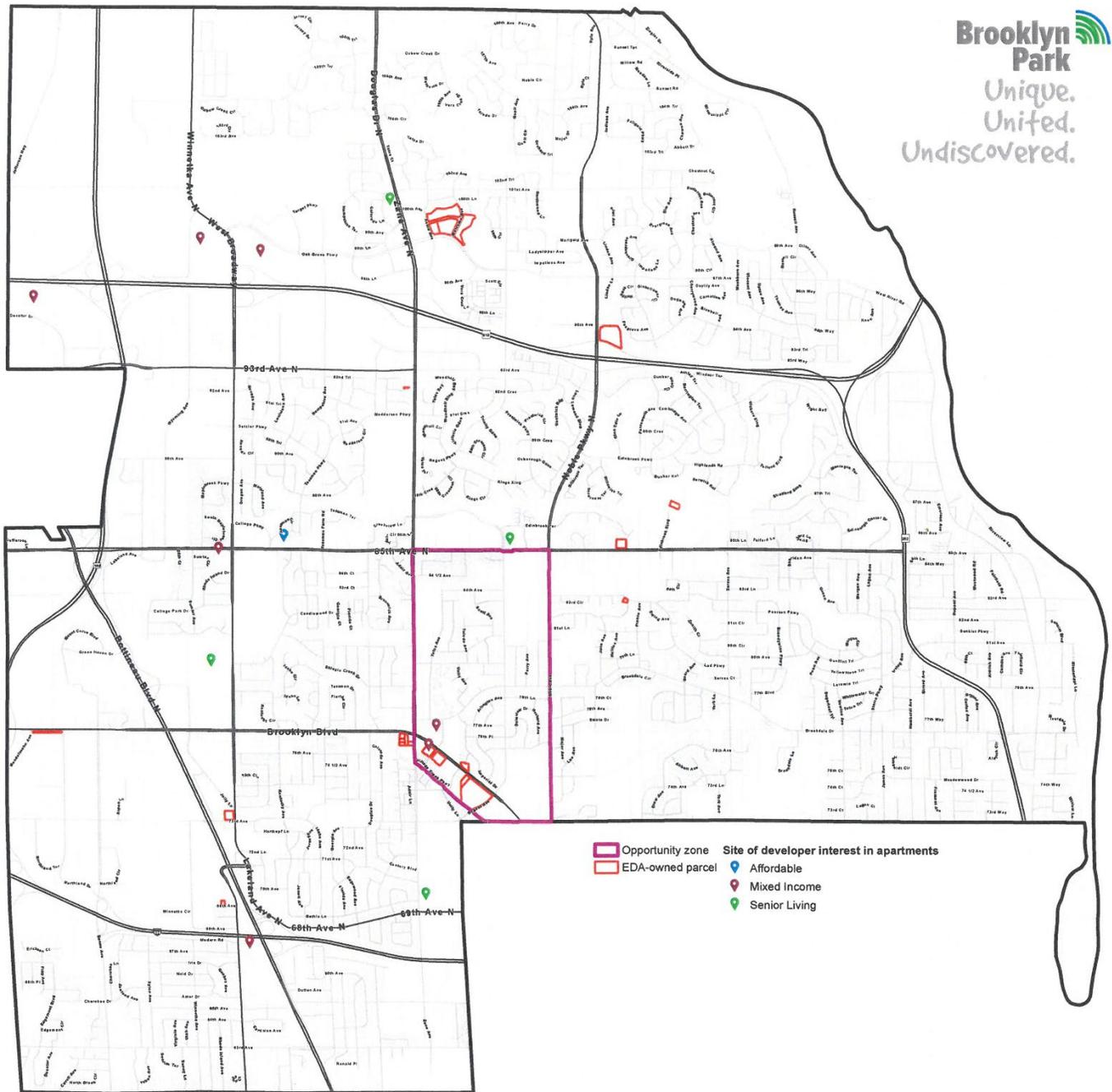


Map ID	Parcel ID	Acreage	Zoning Code
1	0911921210005	5.9	TC
2	0911921210006	1.7	TC
3	0911921210007	4.7	TC
4	0911921120005	4.6	TC
5	1011921340017	7.0	PI
6	1611921220094	0.1	R3A
7	1511921430025	1.0	CD
8	1511921340004	1.7	PCDD
9	2211921240076	0.3	R4
10	3011921220010	0.8	BP
11	2911921230019	1.6	TOD/C
12	2911921330013	0.3	R4
13	2811921220007	0.5	VR
14	2811921220006	0.4	VR
15	2811921220005	0.4	VR
16	2811921220003	0.7	VR
17	2811921220002	0.4	VR
18	2811921210034	1.7	VR
19	2811921210060	2.1	VR
20	2811921120002	0.9	VR
21	2811921130002	1.0	VR
22	2811921130021	11.8	VR
		Total: 49.3	

Zoning Code Descriptions

- BP- Business Park District
- CD - Conservancy District
- PCDD - Planned Community Development District
- PI - Public Institution District
- R3A - Detached Single-Family Residential District (75' Lots)
- R4 - Detached Single and Attached Two-Family Residential District
- TC - Town Center Zoning District
- TOD/C - Transit Oriented Development/Center
- VR - Village Zoning Redevelopment

This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details.



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