



**CITY OF SHOREVIEW
AGENDA
ECONOMIC DEVELOPMENT AUTHORITY
Monday August 05, 2024
5:00 PM**

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
 - 3.a [EDA Minutes - June 24, 2024](#)
4. **FINANCES AND BUDGET**
 - 4.a [Acceptance of June 2024 Financial Reports and Approval of Claims and Purchases](#)
5. **GENERAL BUSINESS**
 - 5.a [Consideration of a business subsidy and tax increment assistance, and approval of development agreements with United Properties Investment, LLC and PAR Systems, LLC \(PAR Systems Building Project, Seven Lakes Phase 1 - TIF District 14\)](#)
 - 5.b [Election of EDA President](#)
 - 5.c [Monthly Staff Report: Project Updates and Information](#)
6. **ADJOURNMENT**

Memorandum

TO: Economic Development Authority
FROM: Tom Simonson , Assistant City Manager and Community Development Director
DATE: August 5, 2024
SUBJECT: EDA Minutes - June 24, 2024
ITEM NUMBER: 3.a
SECTION: APPROVAL OF MINUTES

REQUESTED MOTION

To approve the EDA meeting minutes from June 24, 2024.

INTRODUCTION

The draft minutes of the EDA meeting from June 24, 2024 are presented to the board for review and approval.

DISCUSSION

The draft minutes from June 24, 2024 are attached.

RECOMMENDATION

Staff recommends board review and approval of the meeting minutes of the EDA from June 24, 2024.

ATTACHMENTS

[EDA Minutes - June 24, 2024](#)

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
June 24, 2024**

CALL TO ORDER

Vice President Cory Springhorn called the meeting to order on June 24, 2024 at 5:00 p.m.

ROLL CALL

The following members were present: Vice President Cory Springhorn; Board members Sue Denkinger, John Doan and Shelley Roe.

President Kaori Kenmotsu was absent.

Staff: Brad Martens, City Manager
Tom Simonson, Asst. City Manager/Community Development Director
Niki Hill, Asst. Community Development Director, AICP
Renee Eisenbeisz, Assistant City Manager
Liz Kohler, Community Development Intern

Consultant: Kirstin Chatfield

Guests: Karla Leis, President, PaR Systems
Jake Kurth, Scannell Properties
Patrick Brama, Enclave Companies

APPROVAL OF AGENDA

The agenda was approved by unanimous vote.

APPROVAL OF MINUTES - JUNE 3, 2024

The June 3, 2024 meeting minutes were approved by unanimous vote.

FINANCES AND BUDGET

There was no report at this special meeting. Financial reports and claims will be presented at the August meeting.

GENERAL BUSINESS

EDA RESOLUTION RECOMMENDING MODIFICATION TO THE DEVELOPMENT PROGRAM FOR MUNICIPAL DEVELOPMENT DISTRICT NO. 2, ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 16 (A HOUSING DISTRICT), AND

APPROVING THE TAX INCREMENT FINANCING PLAN; AND APPROVING AND RECOMMENDING TO THE CITY COUNCIL AUTHORIZATION TO EXECUTE DEVELOPMENT AGREEMENT FOR REDEVELOPMENT - RICE STREET CROSSING (ENCLAVE DEVELOPMENT LLC)

Presentation by Asst. City Manager/Community Development Director Tom Simonson

The development is now 293 apartments including 8 live/work units and 5,200 square feet of an endcap restaurant/retail space. In order to qualify as a TIF Housing District, the project must provide 20% affordable units, approximately 59 units at 50% area median income (AMI). The TIF development agreement is a first draft. There are requirements in the city's Inclusionary Housing Code that have not yet been included. Staff will be consulting with the attorneys to address appropriate inclusionary language. The council will hold a public hearing July 15, 2024.

The TIF District is 25 years, with 26 years of increment. Gap financing for site cleanup, site work, and affordable units will be provided to the developer. The value estimated by Ramsey County is \$69 million, with \$9.8 million in increment generated. The county has not issued its final value review, and that amount could change due to the revised increase in units and reduction in retail space. The developer will receive increment on a sliding scale that is proposed in the following schedule:

- 100% for years 1-8
- 95% for years 9-15
- 90% for years 16-20
- 80% for years 21-25

The developer will receive approximately 92% of the increment due to the high redevelopment costs of the project. Typically, the city has retained 10% for administration but staff believes that 8% retention of increment is reasonable.

The terms are consistent with what was presented to the EDA at their last meeting and given preliminary approval. Staff is recommending approval of two resolutions: 1) to create Tax Increment District No. 16, a housing district; and 2) approval for the Development Agreement approving financial assistance.

Roe asked if anything will be recorded against the property. The assistance helps the developer build the project. If, however, it is then sold, it is a windfall for the

developer without the city receiving the promised 25 years of affordable housing. Simonson responded that the Inclusionary Housing Code includes a requirement that the Development Agreement shall be recorded on the property. If the Development Agreement were assigned to anyone, that party would have to abide by the Development Agreement conditions including continuation of the affordable housing.

Doan asked if the use of the TIF amount is for affordable housing. Chatfield explained that the \$9.8 million is the present value principle. The developer receives amortized payments with interest over the life of the district. Expenses will be accrued before the note is issued. If there are over \$10 million in costs, the city is still reimbursing only up to the \$9.8 million because that is the amount that can be generated with the determined value of \$69 million. All eligible paid invoices are submitted and reviewed to make sure they fall within the categories of TIF eligible costs and amount to no more than \$9.8 million. If the sum of the invoices falls short of \$9.8 million, a note is issued for only the amount of costs incurred. If the city were to issue more TIF than is budgeted, the TIF Plan has to be amended because of the impact to the school district and county. Simonson added that the tax increment is to primarily cover the costs of the large number of affordable units, but there are other eligible expenses such as cleanup and site work that can be reimbursed through the tax increment.

MOTION: by Denkinger, seconded by Doan, to adopt EDA Resolution No. 24-04, recommending to the City Council a Modification to the Development Program for Municipal Development District No. 2, establishing Tax Increment Financing District No. 16 (a Housing District), and approving the Tax Increment Financing Plan for the Rice Street Crossing redevelopment project (Enclave Development, LLC).

VOTE: **AYES - 4** **NAYS - 0**

MOTION: by Roe, seconded by Doan, to recommend to the City Council approval and authorizing execution of a Development Agreement for tax increment financing assistance to Enclave Development, LLC for the Rice Street Crossing project as amended to incorporate the city of Shoreview's Inclusionary Code requirements.

REVIEW AND PRELIMINARY APPROVAL OF TERM SHEETS FOR TAX INCREMENT FINANCING ASSISTANCE TO UNITED PROPERTIES AND PAR SYSTEMS (PAR SYSTEMS BUILDING PROJECT), SEVEN LAKES PHASE 1 - TIF DISTRICT 14)

Simonson stated that PaR Systems is building a new facility in building number 2 as part of Phase 1 of Seven Lakes with Scannell. When completed, it will be owned by United Properties, a company owned by the Pohlard family, which also owns PaR Systems. The proposed facility will be 135,000 square feet with a second story office area. The TIF note is directed to United Properties. There is a \$2 million gap beyond the \$5.8 million in assistance because of the cost of the specialized interior. Funds under the city's temporary TIF authority have to be spent by the end of next year. An upfront grant of \$750,000 to PaR Systems directly to help bridge this gap is being recommended. There will be two separate development agreements—one with United Properties for the TIF assistance and one with PaR Systems for the \$750,000 grant. The development agreements will be presented to the EDA at the next meeting. The council will hold a public hearing in August.

Denkinger asked for further clarification on the \$2 million gap. Kurth explained that the building for PaR is very specialized and the bids for the interior work are higher than anticipated putting the project over budget.

Doan asked how the remainder of the \$2 million will be raised. Kurth stated that they will be working with their engineer to find savings. The company will have to pay what is over budget.

Simonson noted that assistance to Fairview was to bring an attractive business to Shoreview. PaR is a landmark business in Shoreview and has been looking at sites outside Shoreview in order to expand. Staff believes the added assistance to keep PaR in Shoreview is worth the investment because of the projected job growth. A job creation projection will also be required with PaR Systems as part of the business subsidy rules.

Springhorn asked the balance of the temporary authority TIF funds. Simonson answered approximately \$600,000. If it is not spent by the end of next year, it reverts back to original TIF district fund so it is not lost.

Staff is working with the city's consultant and development attorneys on an analysis of all of the available pooling funds and potential uses. A report will be prepared to present to the EDA at a future meeting.

MOTION: by, Denkinger seconded by Roe, to support and grant preliminary approval of term sheets outlining proposed tax increment financing assistance to United Properties and PaR Systems (PaR Systems Building Project, Seven Lakes Phase 1 - TIF District 14).

VOTE: **AYES - 4** **NAYS - 0**

**USE OF HRA FUND FOR PROPOSED HODGSON ROAD & COUNTY ROAD J
DRAINAGE IMPROVEMENTS EVALUATION**

Hill reported that a concept plan for development of the property at Hodgson and County Road J was presented by Rondo Community Land Trust and Twin Cities Habitat for Humanity. A consistent concern expressed by neighbors is the amount of the water on the site and whether development would possibly impact their properties. The city and county are studying storm water in the area as part of the improvements underway at the Hodgson Road and County Road J intersection.

The city is requesting approval of an agreement with the Kimley-Horn engineering firm to provide an evaluation of the area drainage system and make cost effective recommendations to meet requirements for effective stormwater management. This study would be beneficial to have a better understanding and recommendations in advance of the Rondo/Habitat development applications. The estimated cost is \$12,000, and an additional \$500 to explore possible grants to assist with any improvement project. Specifically, Kimley-Horn will study:

1. Improving the drainage in the area;
2. Shifting the footprint of water storage north to a city-owned parcel; and
3. Account for increased impervious surface to 26,000 square feet on the Freedom gas station site

If it is not cost effective to develop once these initial steps are taken, then the project would not go through. HRA funds would be used for the cost of this study.

Simonson added that the study may help the neighborhood in controlling the water which also justifies the use of HRA funds.

Roe noted the amount of money in watershed districts. Hill agreed and stated that if this project were to go forward, there may be grant funding available through the watershed district.

Denkinger stated that she is excited about the project, but it is important to get it right. The expense for the study is justified.

MOTION: by Denkinger, seconded by Doan, to approve the use of HRA funds for Hodgson Road & County Road J Drainage Improvements Evaluation by Kimley-Horn at the estimated cost of \$12,500.

VOTE: **AYES - 4** **NAYS - 0**

MONTHLY STAFF REPORT: PROJECT UPDATES AND INFORMATION

Simonson reported that the next issue of the *Business Matters* newsletter will be going out this week. The number of subscribers has doubled.

The SHINE neighborhood project has been completed. A report will be presented at the next meeting.

The EDC is having a special meeting regarding scheduling and to finish the discussion on setting goals. Meeting times are difficult because of busy schedules.

ADJOURNMENT

MOTION: by Doan, seconded by Denkinger, to adjourn the meeting at 5:38 p.m.

VOTE: **AYES - 4** **NAYS - 0**

Vice President Springhorn declared the meeting adjourned.

Memorandum

TO: Economic Development Authority
FROM: Niki Hill, AICP , Assistant Community Development Director
DATE: August 5, 2024
SUBJECT: Acceptance of June 2024 Financial Reports and Approval of Claims and Purchases
ITEM NUMBER: 4.a
SECTION: FINANCES AND BUDGET

REQUESTED MOTION

To accept the monthly financial reports for EDA Fund 240, HRA Fund 241, and Home Loan Funds 305 and 307; and approve the following payments of claims and purchases:

1. CRF - May 2024 - Loan Service Fee \$15/11 = \$165.00 (Fund 305) - Date Paid: 5/15/24
2. CRF - June 2024 - Loan Service Fee \$15/11 loans + 1 new = \$196.00 (Fund 305) - Date Paid: 6/15/24
3. CRF - May 2024 - Loan Service Fee \$11/6 loans + 1 new = \$86 (Fund 307) - Date Paid: 5/15/24
4. CRF - June 2024 - Loan Service Fee \$11/6 loans = \$66 (Fund 307) - Date Paid: 6/15/24
5. Braun Intertec - Environmental Consulting - \$1,071.00 (Fund 240) - Date - 4/13/24
6. Allen, Deanne - EDA Minutes - May - \$200 - (Fund 240) - Date - 5/2/2024
7. Braun Intertec - Environmental Consulting - \$533.00
8. Kirstin Chatfield - April ED Consulting - \$1000.00 - (Fund 240) - Date Paid: 5/23/24
9. Golden Shovel Agency - Economic Gateway and Gatekeeper Service - \$15,450.00 - (Fund 240) - Date Paid: 5/23/24
10. Allen, Deanne - EDA Minutes - June - \$200 - (Fund 240) - Date Paid - 6/7/2024
11. WSB & Associates - April Code Enforcement - \$13,771.25 - (Fund 241) Date Paid: 6/11/24
12. WSB & Associates - February Code Enforcement - \$13,628.25 - (Fund 241) Date Paid: 6/21/24

INTRODUCTION

Staff is presenting to the EDA board the EDA and HRA financial reports from June 2024, and financial reports from June 2024 for Loan Funds 305 and 307, as well as the most recent claims and purchases recommended for approval.

DISCUSSION

The monthly financial reports for the EDA Fund 240, and HRA Fund 241, and Home Loan Funds 305 and 307 are attached for review. Also provided is a motion to approve payment of claims and purchases charged to EDA related funds.

RECOMMENDATION

It is recommended the EDA review and accept the monthly financial fund reports, and approve the claims and purchases listed in the proposed motion.

ATTACHMENTS

Fund 305 - June 2024

Fund 307 - June 2024

Fund 240 - June 2024

Fund 241 - June 2024

Shoreview Home Improvement Loan Program (TIF #4 - Fund 305)
Balance Sheet
For the period ending June 30, 2024

Assets:

Cash and Investments	\$ 113,369.61
Loan Receivable	<u>\$ 325,492.67</u>
Total assets	<u><u>\$ 438,862.28</u></u>

Liabilities and Fund Balance:

Liabilities:

Deferred Revenue	<u>\$ 325,492.67</u>
	<u>\$ 325,492.67</u>

Fund Balance:

	<u>\$ 114,737.39</u>
Total liabilities and fund balance	<u><u>\$ 440,230.06</u></u>

T:\Data\Excel\EDA and HRA\2020 EDA HRA and Fund 307 reports\2020 Comm Reinvestment (Fund 305) \Tab1:Bal Sheet

Shoreview Home Improvement Loan Program (TIF #4 - Fund 305)
Statement of Revenues, Expenditures, and
Changes in Fund Balance
For the period ending June 30, 2024

Revenues:

Interest revenue	\$ 4,036.37
Repayment of Loan Principal	\$ 4,976.35
Total revenues	<u>\$ 9,012.72</u>

Expenditures:

Total expenditures	<u>\$ 1,066.00</u>
Revenue (under) expenditures	\$ 7,946.72

Fund balance January 1, 2024 \$ 106,790.67

Fund balance June 30, 2024 \$ 114,737.39

Shoreview Home Improvement Loan Program (TIF #4 - Fund 305)

Expenditure Detail

For the period ending June 30, 2024

Contractual Services

<u>Date</u> <u>Paid</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/12/2024	CRF USA	CRF loan svc fee/12 loan @ \$11 plus 3 new	192.00
2/14/2024	CRF USA	CRF loan svc fee/12 loan @ \$11	132.00
3/15/2024	CRF USA	CRF loan svc fee/12 loan @ \$11 plus 1 new	187.00
4/15/2024	CRF USA	CRF loan svc fee/12 loan @ \$11 plus 2 new	194.00
5/15/2024	CRF USA	CRF loan svc fee/15 loan @ \$11	165.00
6/15/2024	CRF USA	CRF loan svc fee/16 loan @ \$11 plus 1 new	196.00
Total Contractual Services			<u>\$ 1,066.00</u>
Total Expenditures			<u><u>\$ 1,066.00</u></u>

Shoreview Home Improvement Loan Program (TIF #4 - Fund 305)
Loans Outstanding
For the period ending June 30, 2024

<u>Closing Date</u>	<u>Address</u>	<u>Loan Amount Approved</u>	<u>Loan Disbursed</u>	<u>Loan Repaid</u>	<u>Loan Balance</u>
2/21/19	Janice Avenue	25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
6/15/20	Ridge Creek Rd	25,000.00	25,000.00	268.90	24,731.10
6/3/21	Bluestem Lane	40,000.00	40,000.00	8,109.64	31,890.36
9/29/22	Hall Street	2,540.00	2,540.00	2,540.00	-
9/21/21	Carlson Street	7,687.00	7,687.00	2,396.07	5,290.93
8/16/22	County Rd F W	10,000.00	10,000.00	-	10,000.00
12/22/22	W Royal Oaks Drive	20,000.00	20,000.00	-	20,000.00
3/27/23	St Albans St N	20,000.00	20,000.00	-	20,000.00
8/7/23	Knoll Drive	20,000.00	20,000.00	-	20,000.00
9/8/23	691 Tanglewood Drive	49,982.23	49,982.23	1,054.65	48,927.58
12/12/23	4180 Victoria St N	25,000.00	25,000.00	130.00	24,870.00
12/4/23	4413 Chatsworth S N	20,000.00	20,000.00	-	20,000.00
12/20/23	789 Crystal Ave	20,000.00	20,000.00	-	20,000.00
3/11/24		30,000.00	30,000.00	-	30,000.00
2/28/24		50,000.00	50,000.00	217.30	49,782.70
Total		\$ 365,209.23	\$ 365,209.23	\$ 39,716.56	\$ 325,492.67

T:\Data\Excel\EDA and HRA\2020 EDA HRA and Fund 307 reports\20120Comm Reinvestment (Fund 307)\Tab4: Loan Balance

Shoreview Home Improvement Loan Program (TIF #4 - Fund 305)
 Interest Collections
 For the period ending June 30, 2024

Interest paid on fund

	Ebert	Kirkwood	Mooney	Stenzel	Loerke	O'Malley	M. Bro	Lodin												Total
2019 Interest pd	513.49	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	513.49
2020 Interest pd	760.41	136.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	897.34
2021 Interest pd	604.11	291.06	511.59	69.33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,476.09
2022 Interest pd	161.00	238.81	1,094.15	178.89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,672.85
2023 Interest pd		220.49	1,006.21	205.91	336.52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,769.13
2024 Interest pd		151.63	483.53	69.43	623.90	-	342.70	75.00	-	-	-	-	-	-	-	-	-	-	-	1,746.19
Total Interest pd	2,039.01	666.80	1,605.74	248.22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,886.92

Shoreview Home Energy Assistance Program (TIF #1 - Fund 307)
Balance Sheet
For the period ending June 30, 2024

Assets:

Cash and Investments	\$ 341,830.95
Loan Receivable	\$ 87,158.51
Total assets	<u>\$ 428,989.46</u>

Liabilities and Fund Balance:

Liabilities:

Deferred Revenue	\$ 87,158.51
	<u>\$87,158.51</u>

Fund Balance:

\$ 323,286.27

Total liabilities and fund balance \$ 410,444.78

T:\Data\Excel\EDA and HRA\2020 EDA HRA and Fund 307 reports\2019 Comm Reinvestment (Fund 307) \Tab1:Bal Sheet

Shoreview Home Energy Assistance Program (TIF #1 - Fund 307)
Statement of Revenues, Expenditures, and
Changes in Fund Balance
For the period ending June 30, 2024

Revenues:

Interest revenue	\$ 9,336.54
Repayment of Loan Principal	\$ 2,283.27
Total revenues	<u>\$ 11,619.81</u>

Expenditures:

Total expenditures	<u>\$ 445.00</u>
Revenue (under) expenditures	\$ 11,174.81

Fund balance January 1, 2024 \$ 312,111.46

Fund balance June 30, 2024 \$ 323,286.27

Shoreview Home Energy Assistance Program (TIF #1 - Fund 307)

Expenditure Detail

For the period ending June 30, 2024

Contractual Services

Date Paid	Payee	Description	Amount
1/12/2024	CRF	CRF loan svc fee/5 loan @ \$11 plus 1 new	\$ 75.00
2/15/2024	CRF	CRF loan svc fee/6 loan @ \$11 plus 1 new	\$ 86.00
3/15/2024	CRF	CRF loan svc fee/6 loan @ \$11	\$ 66.00
4/15/2024	CRF	CRF loan svc fee/6 loan @ \$11	\$ 66.00
5/15/2024	CRF	CRF loan svc fee/6 loan @ \$11 plus 1 new	\$ 86.00
6/15/2024	CRF	CRF loan svc fee/6 loan @ \$11	\$ 66.00
Total Contractual Services			\$ 445.00
Total Expenditures			\$ 445.00

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Shoreview Home Energy Assistance Program (TIF #1 - Fund 307)

Loans Outstanding

For the period ending June 30, 2024

Closing Date	Address	Loan Amount Approved	Loan Disbursed	Loan Repaid	Adjustments	Loan Balance
1/31/13	Lion Lane	9,575.00	9,575.00	9,575.00	-	-
2/13/13	Shirlee Lane S.	16,167.00	16,167.00	16,167.00	-	-
7/8/13	Kent Drive	15,184.39	15,184.39	15,184.39	-	-
9/30/13	Ridge Creek Rd	12,479.38	12,479.38	12,479.38	-	-
10/3/13	Hanson Rd	20,000.00	20,000.00	20,000.00	-	-
6/10/15	Churchill Street	20,000.00	20,000.00	17,207.14	-	2,792.86
6/12/15	Rustic Place	7,486.00	7,486.00	7,486.00	-	-
6/11/15	Lois Drive	20,000.00	20,000.00	20,000.00	-	-
4/1/16	Poplar Drive	20,000.00	20,000.00	20,000.00	-	-
6/27/17	Chatsworth Street	13,255.00	13,255.00	13,255.00	-	-
9/29/20	Wilshire Circle	25,000.00	25,000.00	-	-	25,000.00
10/16/20	Willow Trail	25,000.00	25,000.00	581.04	-	24,418.96
10/28/20	Lion Lane	16,900.00	16,900.00	2,364.57	-	14,535.43
12/12/23	Victoria St N	20,950.00	20,950.00	538.74	-	20,411.26
Total		\$ 377,608.56	\$ 377,608.56	\$ 290,448.19	\$ (1.86)	\$ 87,158.51

T:\Data\Excel\EDA and HRA\2020 EDA HRA and Fund 307 reports\2019 Comm Reinvestment (Fund 307)\Tab4: Loan Balance

Shoreview EDA (Fund 240)
Balance Sheet
For the period ending June 30, 2024

Assets:

Cash and Investments	\$ 62,067.78
Gain on Investments	\$ (5,883.44)
Taxes Receivable	\$ 1,513.53
Interest Receivable on Investments	\$ 909.38
Due from Other Gov	\$ 407.06
Prepaid Items	\$ 148.80
Total assets	<u><u>\$ 59,163.11</u></u>

Liabilities and Fund Balance:

Liabilities:

Accounts Payable	\$ 1,736.94
Due to Other Governments	\$ 511.86
Deferred Revenue-Taxes	\$ 1,513.53
Total liabilities	<u><u>\$ 3,762.33</u></u>

Fund Balance:

\$ 55,400.78

Total Liabilities and Fund Balance

\$ 59,163.11

Fund 240

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Shoreview EDA (Fund 240)
Operating Statement
For the period ending June 30, 2024

	<u>Budget</u>	<u>Actual</u>
Revenues:		
Property taxes	\$ 240,000.00	\$ 216.00
Total revenues	<u>\$ 240,000.00</u>	<u>\$ 216.00</u>
Expenditures:		
Employee wages	\$ 106,661.00	\$ 59,717.61
PERA contribution	\$ 6,666.00	\$ 4,479.21
FICA/Medicare contribution	\$ 7,897.00	\$ 4,472.41
Group insurance	\$ 8,637.00	\$ 5,287.53
Workers' compensation insurance	\$ 779.00	\$ 436.25
Supplies	\$ 7,000.00	\$ 1,146.58
Contractual fees	\$ 57,000.00	\$ 57,609.30
Travel expense	\$ 3,000.00	\$ 119.53
General liability insurance	\$ 2,132.00	\$ 3,059.99
Dues and Subscriptions	\$ 3,000.00	\$ 2,152.00
Training	\$ 4,000.00	\$ 615.20
Total expenditures	<u>\$ 214,772.00</u>	<u>\$ 139,095.61</u>
Net of Revenues & Expenditures	<u>\$ 25,228.00</u>	<u>\$ (138,879.61)</u>
Other Financing Sources (Uses):		
Transfer from General Fund	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ 25,228.00</u>	<u>\$ (138,879.61)</u>
Fund equity balance January 1, 2024		<u>\$ 194,280.39</u>
Fund equity balance June 30, 2024		<u><u>\$ 55,400.78</u></u>

Shoreview EDA (Fund 240)
Expenditure Detail
For the period ending June 30, 2024

Contractual Services

<u>Date Paid</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/29/2024	6040	Wok Cuisine	EDA Meeting Supplies Jan	194.09
3/6/2024	6427	The Winkin Rooster	EDA Meeting Supplies March	151.20
3/21/2024	6425	Churchill St	Arden Hills Shoreview Business Council	432.58
4/1/2024	6426	Dos Hermanos Mexican Grill	EDA Meeting Supplies Jan	161.52
4/22/2024	6218	Paninos	EDA Meeting Supplies February	207.19
Total Supplies				1,146.58
1/9/2024	575091	Audio Eye, Inc	2024 Audioeye Managed	10,585.00
1/16/2024	5800	Allen, Deanne	EDA minutes January 2	200.00
2/6/2024	575343	Braun Intertec	Geotechnical Evaluation	2,936.00
2/6/2024	575349	Commercial Partners Title	Rice Street Crossings	720.00
2/6/2024	575370	Kirstin Chatfield	January ED Consulting	3,750.00
2/26/2024	5937	Allen, Deanne	EDA meeting minutes	200.00
2/29/2024	575515	Braun Intertec	Geotechnical Evaluation	1,647.30
2/29/2024	575515	Braun Intertec	Environmental consulting	1,067.00
3/13/2024	575734	Kirstin Chatfield	January ED Consulting	10,562.50
3/26/2023	6069	Allen, Deanne	EDA meeting minutes	200.00
3/27/2023	575775	CBRE	Rice Street Crossings Appraisal	3,850.00
4/25/2024	576028	Kirstin Chatfield	March ED Consulting	937.50
5/2/2024	6125	Allen, Deanne	EDA meeting minutes	200.00
5/16/2024	576162	Braun Intertec	Environmental consulting	533.00
5/23/2024	576241	Kirstin Chatfield	April ED Consulting	1,000.00
5/23/2024	576225	Golden Shovel Agency	Economic Gateway & Gatekeeper Service	15,450.00
6/6/2024	576365	Kirstin Chatfield	May ED Consulting	2,500.00
6/7/2024	6343	Allen, Deanne	EDA meeting minutes	200.00
4/13/2024	576434	Braun Intertec	Environmental consulting	1,071.00
Total Contractual Fees				57,609.30
3/21/2024	575728	Hill, Nicole	Conference Mileage Reimbursment	119.53
Total Travel Expense				119.53
1/5/2024	574984	North Risk Partners	2024 Insurance Agent Fee	162.99
3/4/2024	575668	League of Minnesota Cities	Liability Insurance Annual Installment	2,897.00

Shoreview EDA (Fund 240)
Expenditure Detail
For the period ending June 30, 2024

Contractual Services

<u>Date</u>	<u>Check</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
<u>Paid</u>	<u>Number</u>			
Total General Liability Insurance				3,059.99

Shoreview EDA (Fund 240)
Expenditure Detail
For the period ending June 30, 2024

Contractual Services

<u>Date Paid</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/31/2024	6217	Pioneer Press	Monthly Subscription	26.00
2/22/2024	6321	Pioneer Press	Monthly Subscription	26.00
4/23/2024		REDI	Annual Caylist/Listing Service	2,100.00
Total Dues and Subscriptions				2,152.00
2/28/2024	6036	Ehlers	Ehlers Municipal Finance Conference	250.00
4/22/2024	6216	Ehlers	Ehlers Municipal Finance Conference	350.00
5/23/2024	576206	Amazon	EDA/training and pro develop	15.20
Total Training				615.20
Total Contractual Services				64,702.60

Shoreview HRA (Fund 241)
Balance Sheet
For the period ending June 30, 2024

Assets:

Cash and Investments	\$	250,480.07
Loss on Investment	\$	(10,733.81)
Interest Receivable on Investment	\$	1,659.09
Taxes Receivable	\$	2,239.88
Accounts Receivable	\$	4,809.00
Prepaid Items	\$	308.52
Total assets	\$	<u><u>248,762.75</u></u>

Liabilities and Fund Balance:

Liabilities:

Accounts Payable	\$	3,126.29
Damage Deposit	\$	1,000.00
Deferred Revenue	\$	2,239.88
Total liabilities	\$	<u><u>6,366.17</u></u>

Fund Balance: \$ 242,396.58

Total Liabilities and Fund Balance \$ 248,762.75

Shoreview HRA (Fund 241)
Operating Statement
For the period ending June 30, 2024

	<u>Budget</u>	<u>Actual</u>
Revenues:		
Property taxes	\$310,000.00	\$ -
Rental Licensing		\$ 17,730.00
Total revenues	<u>\$ 310,000.00</u>	<u>\$ 17,730.00</u>
Expenditures:		
Employee wages	\$ 223,891.00	\$ 74,571.07
PERA contribution	\$ 16,792.00	\$ 5,593.78
FICA/Medicare contribution	\$ 16,987.00	\$ 5,589.72
Group insurance	\$ 35,526.00	\$ 9,702.08
Workers' compensation insurance	\$ 1,173.00	\$ 904.51
Cell Phone	\$ 750.00	\$ 3,127.36
Supplies	\$ -	\$ 79.46
Contractual fees	\$ 50,000.00	\$ 38,793.29
Neighborworks	\$ -	
Training & Professional Development	\$ 2,000.00	\$ -
Dues & Subscriptions	\$ 600.00	\$ -
Building & Structure	\$ 20,000.00	
Building & Structure	\$ -	\$ -
Total expenditures	<u>\$ 368,499.00</u>	<u>\$ 138,361.27</u>
Net of Revenues & Expenditures	<u>\$ (58,499.00)</u>	<u>\$ (120,631.27)</u>
Fund equity balance January 1, 2024		<u>\$363,027.85</u>
For the period ending June 30, 2024		<u><u>\$ 242,396.58</u></u>

Shoreview HRA (Fund 241)
Expenditure Detail
For the period ending June 30, 2024

Contractual Services

<u>Date Paid</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
3/1/24	6322	Mister Car Wash	402-19 car wash	40.80
3/12/24	6424	Mister Car Wash	402-19 car wash	38.66
Supplies				\$ 79.46
1/1/24	574984	North Risk Partners	2024 Insurance Agent Fee	43.54
1/1/24	1159	CAPRW	910 & 902 County RD	(1,609.00)
1/31/24	575283	League of Minnesota Cities	2024 Prop/Liability 1st & 2nd Installment	368.09
1/31/24	18965		Correct allocation of P&L insurance invoice	12.91
4/25/24	576049	WSB & Associates	March Code Enforcement	12,387.75
4/11/24	575907	League of Minnesota Cities	2024 Prop/Liability 3rd Installment	190.50
6/11/24	576540	WSB & Associates	April Code Enforcement	13,771.25
6/21/24	576540	WSB & Associates	February Code Enforcement	13,628.25
Total Contractual Fees				\$ 38,793.29
1/30/24	6192	Verizon Wireless	Cellular Phone Service	41.24
2/10/24	6295	Verizon Wireless	Cellular Phone Service	145.86
3/10/24	6399	Verizon Wireless	Cellular Phone Service	122.49
4/10/24	visa	Verizon Wireless	Cellular Phone Service	2,817.77
Cell Phone				\$ 3,127.36

Memorandum

TO: Economic Development Authority

FROM: Tom Simonson , Assistant City Manager and Community Development Director

DATE: August 5, 2024

SUBJECT: Consideration of a business subsidy and tax increment assistance, and approval of development agreements with United Properties Investment, LLC and PAR Systems, LLC
(PAR Systems Building Project, Seven Lakes Phase 1 - TIF District 14)

ITEM NUMBER: 5.a

SECTION: GENERAL BUSINESS

REQUESTED MOTION

Approving and recommending to the city council approval of a business subsidy and tax increment assistance, and authorizing execution of development agreements with United Properties Investment, LLC and PAR Systems, LLC, subject to final revisions reviewed and approved by development legal counsel prior to formal city council action (PAR Systems Building Project, Seven Lakes Phase 1 - TIF District 14).

INTRODUCTION

United Properties and PAR Systems are seeking city financial assistance to support PAR remaining in Shoreview and undertake a major expansion of their operations with construction of a new building in the Seven Lakes development. PAR has indicated that receiving financial assistance from the city is critical to the feasibility of this proposed expansion. The economic development authority (EDA) is being asked to approve the financial assistance and related development agreements, and forwarding a recommendation of support to the city council.

The formal review process began with an introduction of the project from representatives of PAR and Scannell attending the June 3 meeting of the EDA. Negotiations between city staff and PaR representatives have been productive and agreement on the general terms of the financial assistance package were reached and term sheets were reviewed and approved by the EDA at the June 24 meeting.

DISCUSSION

Background

Last year, the city approved the creation of redevelopment TIF District No. 14 for the Phase 1 development of the Seven Lakes master plan by Scannell Properties. At that time, Scannell also received approval of tax increment financing and related development agreements for both building proposed in Phase 1. Since then, the development agreement has been amended for the first building in Phase 1 (easternmost) that will be constructed by Scannell and

occupied by Carlisle Fluid Technologies.

PAR Systems, a global leader in automation technology and robotics in a wide-range of industries, was started in Shoreview and has been a key landmark employer in the community for decades. Several times over the years, the city has provided financial assistance to retain PAR and support their growth.

Over the past year, PAR Systems has been exploring options to accommodate growth including the expansion on their existing campus along County Road E immediately south of the Seven Lakes property or even considering a relocation to a site outside of Shoreview. After many months of weighing these options, and a number of meetings and conversations with both the City of Shoreview and Scannell Properties, PAR has decided to pursue a build-to-suit new building in Seven Lakes just north of their existing campus, subject to receiving financial assistance.

PAR currently operates out of three buildings on their campus, but lease and do not own the properties. Our understanding is that PAR will move operations out of the 707 County Road E building and sub-lease to another user until their lease expires in several years.

In advance of the project, Scannell received city approval to amend their PUD development plans making revisions to the building footprint and site plan based on the specific needs of PAR Systems. The previous tax increment development agreement between the city and Scannell for the subject building site will be rescinded by the city council.

Proposed Financial Assistance Terms

The financial assistance being proposed is structured similarly to the recent Fairview Health Service build-to-suit project with Scannell Properties. In this case, the primary tax increment assistance will be provided to United Properties in support of the building project. The city would also provide a direct contribution to PAR Systems to help with their significant special improvements required for their operations in the new facility. The following is a summary of the proposed package of funding assistance for this retention and expansion development project:

United Properties -

- Tax Increment District No. 14 will provide gap financing assistance to redevelop 22.4 acres (the eastern portion) of the former Deluxe Headquarters located at 3680 Victoria Street North.
- This second facility in the TIF District will be for PAR Systems, a global leader in intelligent manufacturing currently headquartered in Shoreview. The facility will be 135,000 square feet and will include 50,000 square feet of two-story office. The valuation of the project upon completion is \$25,000,000. It is anticipated that 350-400 jobs are anticipated to be retained and created.
- The tax increment financing is considered a business subsidy under M.S., Section 116J.993, Subd. 3. Creation of jobs required by Business Subsidy, and the number of jobs to be created to be identified in the Development Agreement.
- Commence construction by August, 2024, and complete by August, 2025. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including demolition, grading, excavation, or other physical site preparation work. "Complete" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy.

- Subject to all terms and conditions of the Development Agreement, the city will issue a pay-as-you-go TIF Note in an approximate amount of \$5,800,000 and reimburse the Developer from 90% of available tax increments received from the County. The interest rate will not exceed the lesser of 6.5% or the actual financing rate incurred on the project.
- The City will reimburse the Developer for the following project related costs up to and not exceeding \$5,800,000.
 - Land cost
 - Demolition
 - Parking
 - Site Preparation
 - Utilities

PAR Systems -

- PAR would also receive a direct and upfront business subsidy of an \$750,000 grant to assist with tenant improvements to be paid from the Temporary TIF Authority Fund in accordance with the Shoreview Written Spending Plan
- Verification of construction jobs created or retained as required by Temporary TIF Authority; number of construction jobs to be identified in Development Agreement.
- The business subsidy grant direct to PAR would be paid upon substantial completion of the tenant improvements and verification of paid invoices.
- The City must pay PAR the \$750,000 from spending plan proceeds by December 31, 2025, as required by Temporary TIF Authority.
- If PAR terminates its Lease Agreement for the facility prior to the end of the fifteen (15) year lease term, the tenant shall repay to the city a pro rata portion of the business subsidy.

The EDA board is asked to approve the business subsidy and tax increment assistance as outlined above and stipulated in the terms and conditions in the development agreements, which are included with this report. A public hearing has been scheduled for the August 19 meeting of the city council in consideration of the financial assistance.

RECOMMENDATION

Staff believes the proposed financial assistance is necessary in support of continuing the major redevelopment of the former Deluxe corporate campus into Seven Lakes, and retain a key landmark company in PaR Systems to expand in the community. The project retains and will create additional significant well-paying jobs in Shoreview.

It is therefore recommended the EDA take the following action:

Approving and recommending to the city council approval of a business subsidy and tax increment assistance, and authorizing execution of development agreements with United Properties Investment, LLC and PAR Systems, LLC, subject to final revisions reviewed and approved by development legal counsel prior to formal city council action (PAR Systems Building Project, Seven Lakes Phase 1 - TIF District 14).

ATTACHMENTS

- [Shoreview TIF 14 Development Agreement \(United Properties\) 134049474-v1](#)
- [Term Sheet-TIF 14-United Properties](#)
- [Term Sheet - PaR Systems](#)
- [Shoreview TIF 14 - Business Subsidy \(PAR Systems\) 134049431-v1](#)

Seven Lakes Phase 1 Amendment - PaR Systems Project
Existing PaR Systems Campus

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF SHOREVIEW, MINNESOTA

AND

UNITED PROPERTIES LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of August 1, 2024, by and between the City of Shoreview, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and United Properties LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Municipal Development District No. 2 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 14 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the redevelopment and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the Developer will lease the Project to the Tenant (as hereinafter defined); and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

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

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy means the term as defined by Minnesota Statutes, Section 116J.993, Subdivision 3;

Business Subsidy Law means Minnesota Statutes, Section 116J.993 through 116J.995;

City means the City of Shoreview, Minnesota, its successors and assigns;

County means Ramsey County, Minnesota;

Developer means United Properties LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property included in Municipal Development District No. 2 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Lease Agreement means the Lease Agreement by and between the Developer and the Tenant (as may be amended from time to time), pursuant to which the Tenant will Lease the Project from the Developer;

Legal and Administrative Expenses means the fees and expenses actually incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2026, and each February 1 and August 1 of each year thereafter to and including February 1, 2050; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of an industrial flex warehouse building on the Development Property of approximately 135,000 square feet, to be leased to the Tenant;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Development Property as calculated by the City in its sole discretion and which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 14 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on August 5, 2024, and any future amendments thereto;

Tenant means PaR Systems, LLC, a Delaware limited liability company, its successors and assigns;

Termination Date means the earlier of (i) February 1, 2050, (ii) the date the TIF Note is paid as provided in the TIF Note, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

TIF Note means the Tax Increment Revenue Note (United Properties LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has duly authorized the execution of this Agreement and the performance of its obligations hereunder and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(3) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(4) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(5) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(6) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than August 31 2024 and barring Unavoidable Delays will be substantially completed by August 31, 2025.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction and installation of the Site Improvements provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Project, Site Improvements and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the Site Improvements and Project shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$5,800,000, or (b) the costs of the acquisition of the Development Property and the Site Improvements incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3 hereof.

(2) The Developer shall pay all Legal and Administrative Expenses in excess of the initial deposit of \$15,000 paid to the City by the Developer if requested by the City.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1(1), the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1(1), if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: Tax Increment Revenue Note. The City shall reimburse the payments made by the Developer under Section 3.1(1) for costs of the construction and installation of the Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City and that the Developer has incurred and paid the costs of the acquisition of the Development Property and the construction of the Site Improvements, as described in and limited by Section 3.1(1) and shall have submitted a settlement statement or other evidence of payment of the costs of the acquisition of the Development Property and paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(1) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at the lesser of 6.50% per annum or the interest rate on the financing that the Developer obtains for the construction of the Project. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(2) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(3) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, any Tax Increments received by the City during the preceding 6 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any TIF Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future TIF Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (b) this Agreement shall not have been rescinded pursuant to Section 4.2.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Business Subsidy. In order to satisfy the Business Subsidy Law, the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is \$5,800,000 which is the amount for the Reimbursement Amount and that the Business Subsidy is needed because Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to encourage the Tenant to locate its operations in the City and to encourage the construction of manufacturing facilities. The Developer agrees that it will meet the following goals (the "Goals") in connection with the construction of the Project. It will create at least three (3) full time jobs at an hourly wage and benefits totaling of at least \$26.64 per hour excluding benefits within two years from the "Benefit Date", which is the earlier of the date the Developer completes or occupies the Project.

(1) If no Goals are met, the Developer agrees to repay all of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is three (3) (i.e. number of jobs set forth in the Goals).

(2) The Developer agrees to (i) report its progress annually on achieving the Goals to the City until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of

each year commencing March 1, 2026, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(3) There are no other state or local government agencies providing financial assistance for the Project.

(4) [The Developer is a subsidiary of [_____]] OR [There is no parent corporation of the Developer].

(5) The Developer agrees to continue operations in the City for at least five (5) years after the Benefit Date.

(6) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.5. Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes payable with respect to the Development Property and pursuant to the provisions of the Agreement until the Developer's obligations have been assumed by any other person with the written consent of the City pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It may seek through petition or other means to have the market value for the Development Property and the Project reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do

so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property and the Project. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.6. Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date the Developer shall not transfer the Project (except for leases to tenants in the ordinary course of the Developer's business, including pursuant to the Lease Agreement) or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably conditioned or delayed, as long as the following conditions are met to the City's reasonable satisfaction:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) Except for an assignment of the TIF Note to the Tenant, there shall be submitted to the City for its review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the TIF Note.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, within thirty (30) days of demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or of other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City,

apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4(j), or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4(j).

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer and not of any member, manager, officer, agent, servant or employee of the Developer.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (1) the Developer is in compliance with all material terms of this Agreement, including satisfaction of the requirements of Section 3.3 and no Event of Default has occurred which has not been cured; and (2) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as commercial facilities and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, overnight courier, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

United Properties LLC
250 Nicollet Mall
Minneapolis, MN 55401
Attention: Matt G. Van Slooten, CEO

with a copy to:

Taft Stettinius & Hollister LLP
Attention: [_____]
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Shoreview, Minnesota
4600 Victoria Street North
Shoreview, MN 55126-5817
Attention: City Manager

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the Termination Date.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

This is a signature page to the Development Agreement by and between the City of Shoreview, Minnesota and United Properties LLC.

UNITED PROPERTIES LLC,
a Minnesota limited liability company

By: Matt G. Van Slooten
Its: CEO

By: Chris Wold
Its: Vice President

This is a signature page to the Development Agreement by and between the City of Shoreview, Minnesota and United Properties LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Shoreview, Ramsey County, Minnesota with the following description:

Lot 2, Block 1, Seven Lakes, Ramsey County, Minnesota

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW

TAX INCREMENT REVENUE NOTE
(UNITED PROPERTIES LLC PROJECT)

The City of Shoreview, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to United Properties LLC, a Indiana limited liability company (the "Developer"), or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$5,800,000 as provided in that certain Development Agreement, dated as of August 1, 2024, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the lesser of simple non-compounded rate of 6.50% per annum or the interest rate on the financing that the Developer obtains for the construction of the Project. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2050, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

This Note is subject to prepayment on any date at the option of the City, in whole or in part and without penalty.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District No. 14 (the "Tax Increment District") within its Municipal Development District No. 2 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This

Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all amounts payable hereunder shall have been paid in full, whichever occurs earliest.

The Tax Increment District includes properties other than the Development Property and Ramsey County remits Tax Increment to the City on the basis of the Captured Tax Capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Article III thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

Except for an assignment of the Note to PaR Systems, LLC, a Delaware limited liability company, its successors and assigns, the Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Shoreview, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____, 20_____.

City Manager

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of United Properties LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY CITY MANAGER</u>
United Properties LLC Attention: Matt G. Van Slooten 250 Nicollet Mall Minneapolis, MN 55401	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

SITE IMPROVEMENTS

Building Permit Fees
Demolition
Engineering
Environmental Testing
Foundations and Footings
Grading/earthwork
Landscaping, including irrigation
Onsite Utilities
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Outdoor Lighting
Parking
SAC/WAC
Site Preparation
Site Utilities
Soil Testing & Boring
Storm Water/Ponding
Survey

TERM SHEET CITY OF SHOREVIEW

United Properties (PaR Systems Project)

This Term Sheet by and between United Properties LLC (the “Developer”) and the City of Shoreview (the “City”) is intended to set forth the general terms upon which the parties hereto are willing to enter into a Development Agreement. 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 TIF and Development Agreements are approved by the City Council and executed by both parties.

1. **Developer:** United Properties LLC
250 Nicollet Mall
Minneapolis, MN 55401
Signatory Name and Title: Matt G. Van Slooten, CEO
Chris Wold, Vice President

2. **Property:**
PID: 263023440008

LEGAL: SEVEN LAKES LOT 2 BLOCK 1

3. **TIF District:** Shoreview TIF District No. 14
 - Redevelopment District
 - Resolution for Blight Findings passed by City Council October 17, 2022
 - Fiscal Disparities Election (TBD)
 - _____ Inside Election
 - X Outside Election
 - Public Hearing Date February 21, 2023
 - First TIF Note Payment 8-01-2026

4. **Minimum Improvements:** Tax Increment District No. 14 will provide gap financing assistance to redevelop 22.4 acres (the eastern portion) of the former Deluxe Headquarters located at 3680 Victoria Street North. This second facility in the TIF District will be for PaR Systems, a global leader in

intelligent manufacturing currently headquartered in Shoreview. The facility will be 135,000 square feet and will include 50,000 square feet of two-story office. The valuation of the project upon completion is \$25,000,000. It is anticipated that 350-400 jobs are anticipated to be retained and created.

5. **Business Subsidy:** The tax increment financing is considered a business subsidy under M.S., Section 116J.993, Subd. 3. Creation of jobs required by Business Subsidy, and the number of jobs to be created to be identified in the Development Agreement.
6. **Construction Schedule:** Commence construction by August, 2024, and complete by August, 2025. For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including demolition, grading, excavation, or other physical site preparation work. "Complete" shall mean that the Minimum Improvements are sufficiently complete for the issuance of a Certificate of Occupancy.
7. **Public Assistance:** Subject to all terms and conditions of the Development Agreement, the City will issue a pay-as-you-go TIF Note in an approximate amount of \$5,800,000 and reimburse the Developer from 90% of available tax increments received from the County. The interest rate will not exceed the lessor of 6.5% or the actual financing rate incurred on the project.
8. **Payment Dates:** First payment date will be August 1, 2026, and each February 1 and August 1 thereafter for a final payment date of February 1, 2050.
9. **Fees:** The City acknowledges that the Developer has deposited \$15,000 to pay for the reasonable out-of-pocket legal, financial, and legal consultant and administrative fees associated with this transaction.

If additional dollars beyond this are required, prior to the execution of a Development Agreement, the City shall notify the Developer in writing and the Developer will be required to deposit additional funds. Any unused funds will be returned to the Developer.

10. **Taxes:**
 - a. Developer covenants to pay property taxes and maintain customary insurance.

- b. Developer will notify the City of a tax petition being filed to reduce the market value or property taxes on any portion of the Property.
- c. If a tax petition is pending, the City will make payments on the TIF Note as set forth in the Development Agreement.
- d. The City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property and the Project.

11. **Reimbursement of Costs:**

The City will reimburse the Developer for the following Project related Costs up to and not exceeding \$5,800,000.

- Land cost
- Demolition
- Parking
- Site Preparation
- Utilities

TERM SHEET CITY OF SHOREVIEW

PaR Systems

This Term Sheet by and between PaR Systems (the “Developer”) and the City of Shoreview (the “City”) is intended to set forth the general terms upon which the parties hereto are willing to enter into a Development Agreement. 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 Development Agreement is approved by the City Council and executed by both parties.

1. **Developer:** PaR Systems
707 County Rd. E
Shoreview, MN, 55126
Signatory Name and Title: [_____]

2. **Property:**

PID: 263023440008

LEGAL: SEVEN LAKES LOT 2 BLOCK 1

3. **Tax Increment Contribution/Public Assistance:**
 - Temporary TIF Authority. Minn. Stat. § 469.176, subd. 4n, as enacted by 2021 Minn. Laws, 1st Spec. Sess., ch. 14, art. 9 sec. 1.
 - City of Shoreview Written Spending Plan adopted July 18, 2022
 - \$750,000 grant to the Developer for Tenant Improvements; provided that by December 31, 2025 (i) the Tenant Improvements are substantially complete and (ii) the Tenant provided paid invoices for the costs of the Tenant Improvements. “Complete” shall mean that the Tenant Improvements are sufficiently complete for the issuance of a Certificate of Occupancy. The City must pay the Developer the \$750,000 from spending plan proceeds by December 31, 2025 as required by Temporary TIF Authority

- Verification of construction jobs created or retained as required by Temporary TIF Authority; number of construction jobs to be identified in Development Agreement
4. **Tenant Improvements:** The Temporary TIF Authority will provide gap financing assistance to redevelop 22.6 acres (the western portion) of the former Deluxe Headquarters located at 3680 Victoria Street North, and the construction of a 135,000 square foot facility for the Developer. The estimated valuation of the project upon completion is \$25,000,000.
 5. **Business Subsidy:** The grant of \$750,000 is considered a business subsidy under M.S., Section 116J.993, Subd. 3. Creation of jobs required by Business Subsidy, and the number of jobs to be created to be identified in Development Agreement.
 6. **Lease:** If the Developer terminates its Lease Agreement for the facility prior to the end of the fifteen (15) year lease term, the Tenant shall repay to the City within ten (10) business days written demand from the City a pro rata portion of the Business Subsidy to the City determined by multiplying the Business Subsidy by a fraction, the numerator of which is 180 minus the number of months the Tenant operated in the City and the denominator of which is 180.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SHOREVIEW, MINNESOTA

AND

PAR SYSTEMS, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
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DEVELOPMENT AGREEMENT

THIS AGREEMENT, dated as of August 1, 2024 by and between the City of Shoreview, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota, and PaR Systems, LLC, a Delaware limited liability company the ("Tenant").

WITNESSETH:

WHEREAS, in order to encourage the development of unused, under-used or inappropriately used areas of the City, to encourage new businesses to locate within the City and existing businesses to remain and expand in the City, to increase employment opportunities within the City and to increase the tax base of the City and State, the City has created various tax increment financing districts within the City pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1794 (the "Tax Increment Act"); and

WHEREAS, pursuant to a resolution of the City Council of the City adopted after a duly noticed public hearing on September 19, 2022, and Minnesota Statutes, Section 469.176, subdivision 4n (the "Temporary TIF Authority"), the City developed and approved a spending plan for the City's Tax Increment Financing (Redevelopment) District No. 1, Tax Increment Financing (Housing) District No. 4, Tax Increment Financing (Redevelopment) District No. 9, Tax Increment Financing (Redevelopment) District No. 10 and Tax Increment Financing (Redevelopment) District No. 11 (the "Spending Plan") in order to utilize existing tax increment revenues from those districts to stimulate construction or rehabilitation of private development in a way that will also create or retain jobs; and

WHEREAS, United Properties LLC, an Minnesota limited liability company (the "Developer") proposes to construct an approximately 135,000 square foot industrial flex warehouse building (the "Project") to be leased to the Tenant pursuant to the Lease Agreement (as defined below), with a lease term of no less than fifteen (15) years, whereby the Tenant and its affiliated businesses will operate its research and development, office space, and warehouse facilities (the "Tenant Improvements") located in the City; and

WHEREAS, the Tenant has submitted a proposal to the City pursuant to which the Tenant would construct the Tenant Improvements, and the City would provide certain financial assistance to defray a portion of the Tenant's costs of the Tenant Improvements; and

WHEREAS, the Tenant Improvements, are necessary for the Tenant to occupy the Project; and

WHEREAS, the City is willing to provide the assistance requested by the Tenant pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

City means Shoreview, Minnesota, its successors and assigns;

County means Ramsey County, Minnesota;

Developer means United Properties, LLC, a Minnesota limited liability company, its successors and assigns;

Developer Agreement means the Agreement by and between the Developer and the City of even date herewith related to the construction of the Project;

Development Property means the real property located at property located at 3680 Victoria Street North in the City;

Event of Default means any of the events described in Section 4.1 hereof;

Lease Agreement means the Lease Agreement by and between the Developer and the Tenant (as may be amended from time to time), pursuant to which the Tenant will lease the Project from the Developer for a term of no less than fifteen (15) years;

Project means the approximately 135,000 square foot industrial flex warehouse building to be constructed by Developer and located on the Development Property;

Spending Plan has the meaning provided in the recitals of this Agreement;

State means the State of Minnesota;

Tenant means PaR Systems, LLC, a Delaware limited liability company, its successors and assigns;

Tenant Improvements means any improvements by the Tenant to the Project to create a facility for research and development, office space, and warehouse space;

Termination Date means the termination date of the Lease Agreement;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, including, without limitation, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project or Tenant Improvements, industry-wide material shortages and delays in delivery, litigation commenced by third parties which, by injunction or other similar judicial action or by

the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) This Agreement constitutes a legal, valid, binding obligation of the City, enforceable in accordance with its terms.

Section 2.2 Representations and Warranties of the Tenant. The Tenant makes the following representations and warranties:

(1) The Tenant is a Delaware limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(1) This Agreement constitutes a legal, valid and binding obligation of the Tenant, enforceable in accordance with its terms.

(2) The Tenant shall cause the Tenant Improvements to be constructed in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The Tenant's leasing of the Project and location of its operations in the City would not be undertaken by the Tenant, and in the opinion of the Tenant would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Tenant provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Tenant is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Tenant will cooperate fully with the City with respect to any litigation commenced with respect to the Tenant Improvements.

(6) The Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Tenant Improvements.

(7) The Tenant shall enter into the Lease Agreement with the Developer for a lease-term of no less than fifteen (15) years.

(8) Barring Unavoidable Delays and the Developer's failure to complete the Site Improvements as defined in the Developer Agreement, the construction of the Tenant Improvements shall be substantially completed by December 31, 2025.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Financial Assistance. In order to assist the Tenant in making the construction of the Tenant Improvements economically feasible and to cause the Tenant to locate its operations in the City, the City has agreed to provide financial assistance to reimburse the Tenant for costs of the Tenant Improvements in an amount not to exceed \$750,000 (the "Reimbursement Amount") as provided further in Section 3.3.

Section 3.2 Reimbursement. When the Tenant has demonstrated by the date set forth in Section 2.2(8) above in writing to the reasonable satisfaction of the City that the Tenant Improvements have been completed in an amount equal to or that exceeds the Reimbursement Amount and that the Tenant has incurred and paid the corresponding costs of the Tenant Improvements by such date and shall have submitted paid invoices for the costs of construction of the Tenant Improvements in an amount not less than the Reimbursement Amount, the City will provide the Reimbursement Amount from funds identified in the Spending Plan (the "Spending Plan Funds"). In accordance with the Spending Plan, the Spending Plan Funds to be provided to the Tenant pursuant to the Spending Plan may only be distributed to the Tenant on or before December 31, 2025. If the Tenant Improvements have not been completed as aforesaid and the Tenant has not incurred and paid all costs of the Tenant Improvements and submitted paid invoices for the costs of construction of the Tenant Improvements in an amount not less than the Reimbursement Amount before December 15, 2025, the City has no obligation to pay the Spending Plan Funds to the Tenant.

Section 3.3 Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Tenant acknowledges and agrees that the amount of the "Business Subsidy" granted to the Tenant under this Agreement is \$750,000 which is the amount for the Reimbursement Amount and that the Business Subsidy is needed because the Tenant Improvements are not sufficiently feasible for the Tenant to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to encourage the Tenant to locate its operations in the City and to construct the Tenant Improvements. The Tenant agrees that it will meet the following goals (the "Goals") in connection with the construction of the Tenant Improvements. It will create at least two (2) full time jobs at an hourly wage and benefits totaling of at least \$26.64 per hour excluding benefits within two years from the "Benefit Date", which is the earlier of the date the Tenant completes the Tenant Improvements or occupies the Project.

(2) If no Goals are met, the Tenant agrees to repay all of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Tenant will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of

which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is two (2) (i.e. number of jobs set forth in the Goals).

(3) The Tenant agrees to (i) report its progress annually on achieving the Goals to the City until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Tenant agrees to file these reports no later than March 1 of each year commencing March 1, 2026, and within thirty (30) days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Tenant a warning within one week of the required filing date. If within fourteen (14) days of the post marked date of the warning the reports are not made, the Tenant agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) There are no other state or local government agencies providing financial assistance for the Tenant Improvements.

(5) There is no parent corporation of the Tenant.

(6) The Tenant agrees to operation in the City for at least five (5) years after the Benefit Date.

(7) The Tenant certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.4 Additional City Business Subsidy Requirements. In the event either the Tenant or the Developer terminates the Lease Agreement prior to the end of the fifteen (15) year lease term, the Tenant shall repay to the City within ten (10) business days written demand from the City a pro rata portion of the Business Subsidy to the City determined by multiplying the Business Subsidy by a fraction, the numerator of which is 180 minus the number of months the Tenant operated in the City and the denominator of which is 180.

Section 3.5 Prohibition Against Assignment of Lease Agreement and Development Agreement. Tenant represents and agrees that prior to the Termination Date, the Tenant shall not assign the Lease Agreement or this Agreement to an unrelated third-party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Tenant.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Tenant under this Agreement and agreed to be subject to all the conditions and restrictions to which the Tenant is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement, that are not subject to a non-disclosure or confidentiality agreement.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Tenant to cause the construction of the Tenant Improvements to be completed pursuant to the terms, conditions and limitations of this Agreement.

(2) Failure of the Tenant to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) If the Tenant shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of their creditors; or

(C) admit in writing their inability to pay their debts generally as they become due; or

(D) be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Tenant, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Tenant, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Tenant, and shall not be discharged within sixty (60) days after such appointment, or if the Tenant, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Tenant, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Tenant, deemed adequate by the City, that the Tenant will cure their default and continue their performance under this Agreement.

(2) The City may cancel and rescind the Agreement.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Tenant under this Agreement.

(4) Upon an Event of Default occurring under Section 4.1(2) or 4.1(3), the City may deliver written notice to the Tenant demanding repayment of the Reimbursement Amount actually paid by the City to Tenant, in which case the Tenant shall immediately repay the such Reimbursement Amount to the City within ten (10) business days after receipt of such written notice.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Tenant herein contained, the Tenant agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Tenant's Option to Terminate Agreement.

(1) This Agreement may be terminated by the Tenant, if:

(a) (i) the Tenant is in compliance with all material terms of this Agreement; (ii) no Event of Default has occurred which has not been cured; and (iii) the City fails to comply with any material term of this Agreement, and, after written notice by the Tenant of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Tenant, that such noncompliance will be cured as soon as reasonably possible; or

(b) if the Developer Agreement is terminated by the Developer.

(2) Termination of this Agreement pursuant to this Section 4.6 must be accomplished by written notification by the Tenant to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Tenant to terminate this Agreement

within such period constitutes a waiver by the Tenant of its rights to terminate this Agreement due to such occurrence or event.

(3) If this Agreement is terminated pursuant to this Section, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination.

Section 4.7 Indemnification of the City.

(1) The Tenant releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Tenant Improvements.

(2) Except for any negligent or willful misrepresentation or any negligent, willful or wanton misconduct of the Indemnified Parties, the Tenant agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Tenant (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project or the Tenant Improvements; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Tenant agrees for itself, and its successors and assigns, that the Tenant and such successors and assigns shall operate or caused to be operated the Tenant Improvements only in accordance with the purposes and uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, the Project, the Tenant Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Tenant or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Tenant is addressed to or delivered personally to:

PaR Systems, LLC
707 County Rd. E
Shoreview, MN 55126
Attn:
Email:

With a copy to:

[_____]
[_____]

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126-5817
Attention: City Manager

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement and any related documents may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures using a certified e-signature via Adobe or DocuSign are acceptable for this Agreement and related documents will be accepted with the same effect as original ink-signed “hard copy” versions of such documents. Notwithstanding the foregoing, all documents which are to be recorded must be delivered by the signing party as fully executed and acknowledged (and, if required by applicable law, witnessed) “wet ink” originals.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

(Signatures appear on next page).

IN WITNESS WHEREOF, the City and the Tenant have caused this Agreement to be duly executed by their duly authorized representatives, on or as of the date first above written.

PAR SYSTEMS, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

This is a signature page to the Development Agreement between the City of Shoreview, Minnesota and PaR Systems, LLC.

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

This is a signature page to the Development Agreement between the City of Shoreview, Minnesota and PaR Systems, LLC.

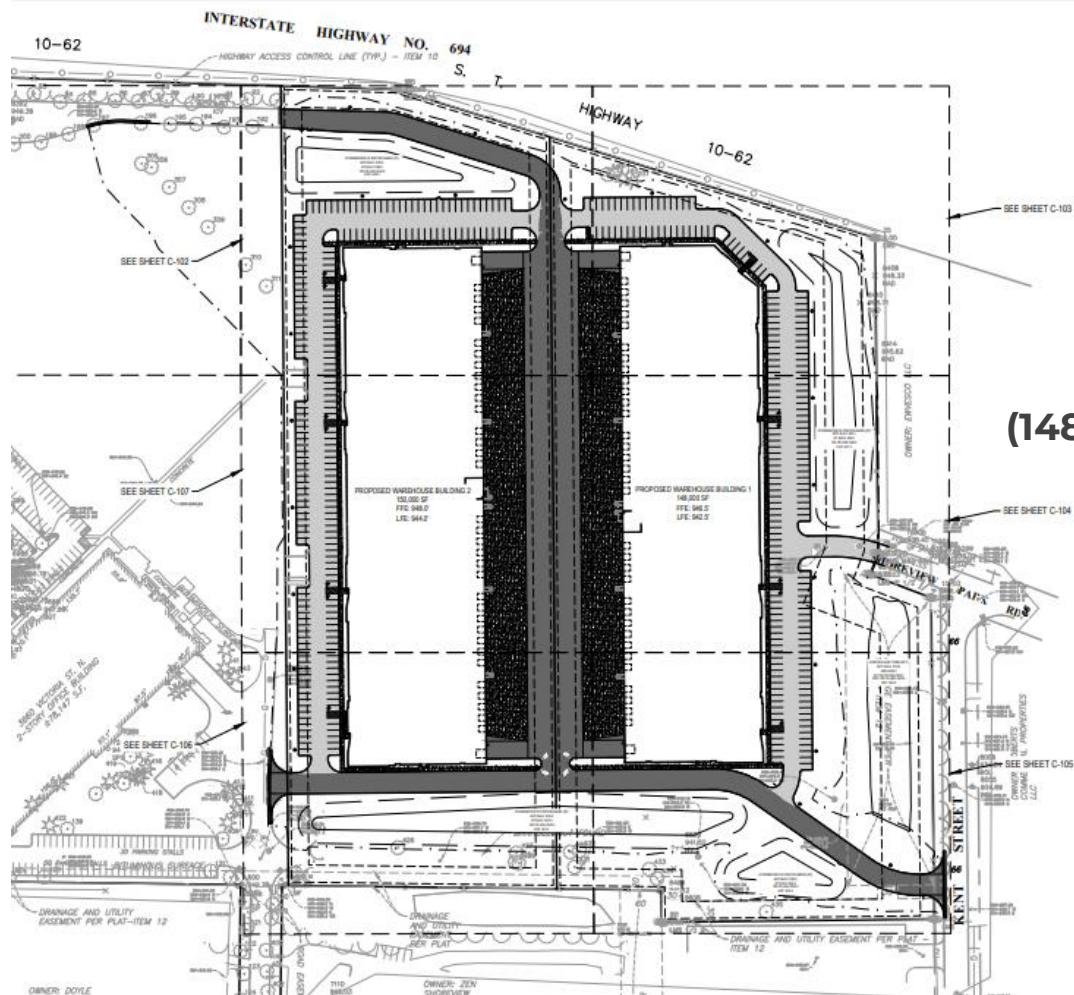
SEVEN LAKES PHASE 1 SITE LOCATION



PHASE I

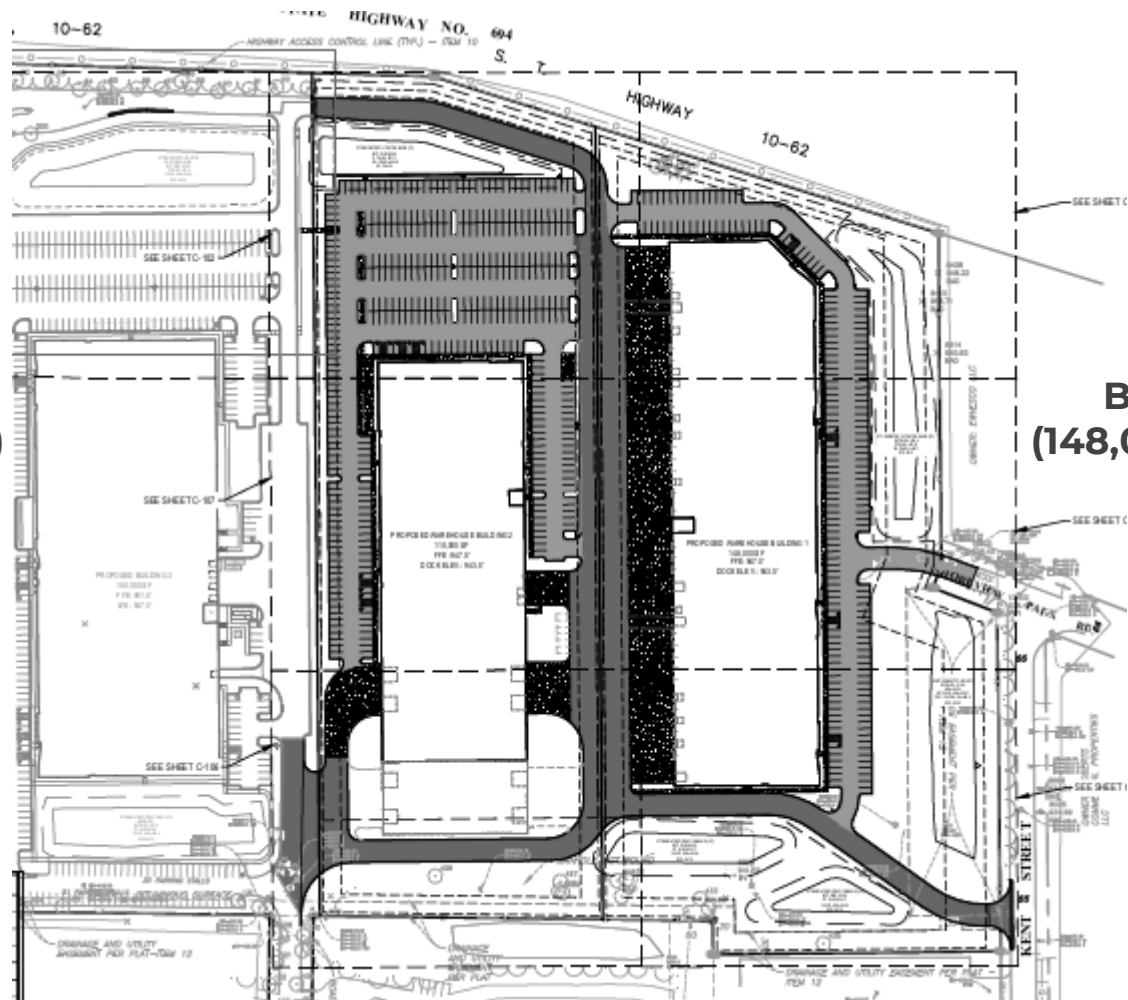
SEVEN LAKES PHASE 1 APPROVED PLAN

**Building No. 2
(150,000 square feet)**



**Building No. 1
(148,000 square feet)**

SEVEN LAKES PHASE 1 PROPOSED AMENDMENT PLAN

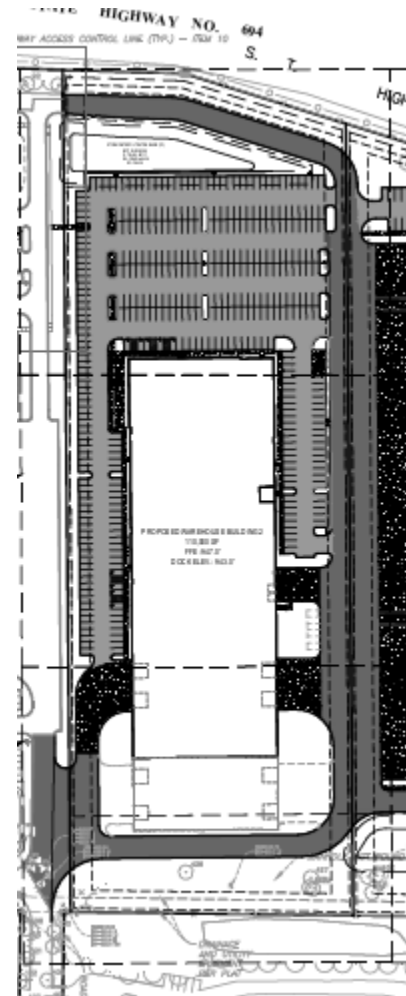


Building No. 2
(110,000 square feet)

Building No. 1
(148,000 square feet)

PROPOSED BUILDING NO. 2 MODIFICATIONS

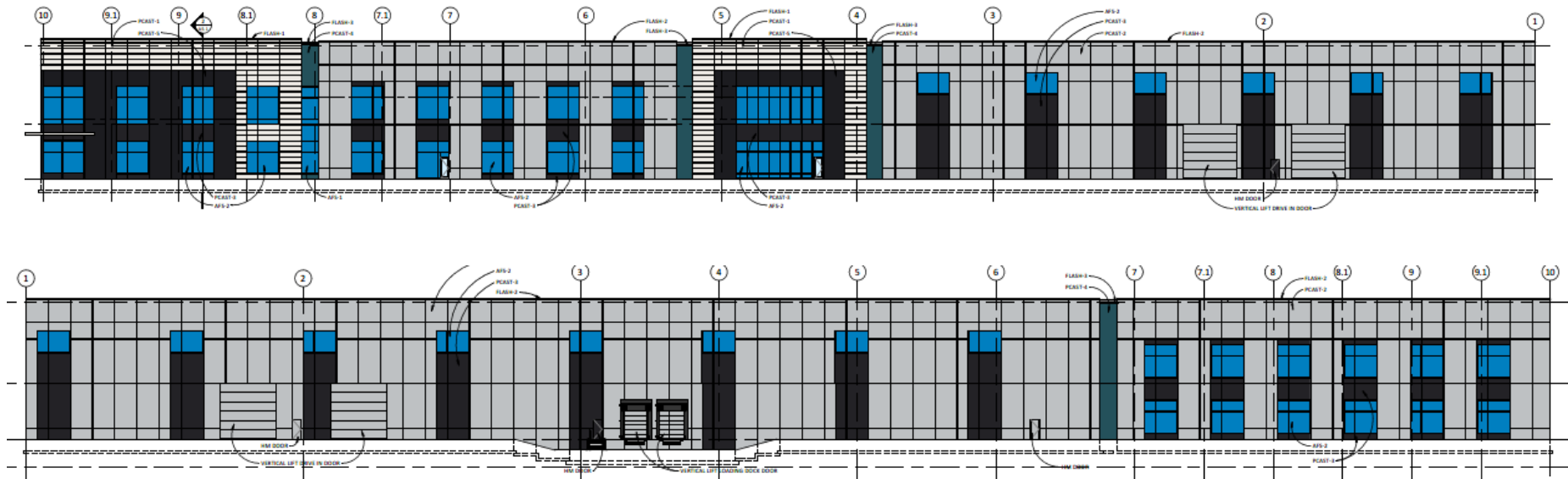
- Site and Building are proposed to accommodate modifications to Building No. 2
 - Parking quantities
 - Building size and height
 - Proposed stormwater system to serve the site



PUD- DEVELOPMENT STAGE 4100 LEXINGTON AVENUE

Building Height

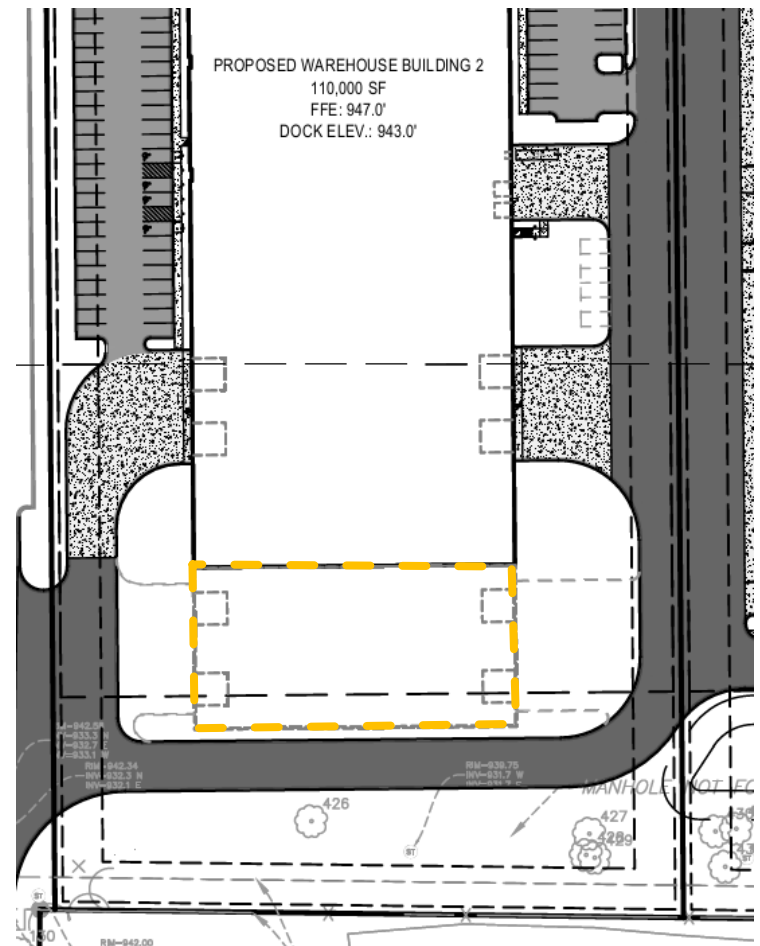
- Building No. 2 is requested to increase the height of the building to 51 feet.
- The maximum building height allowed in the Business Park District is 35 feet, this height may be exceeded if, for every additional foot of height, there is an additional foot of building setback on all sides.



PUD- DEVELOPMENT STAGE SEVEN LAKES PHASE 1

Future Building No. 2 Expansion

- The modified Phase 1 application denotes an area of prospective future expansion along the southern portion of Building No. 2.
- The proposed area appears to be viable for expansion.
- Staff anticipates any future expansions of building to necessitate future site plan review.







PAR SYSTEMS







Memorandum

TO: Economic Development Authority
FROM: Tom Simonson , Assistant City Manager and Community Development Director
DATE: August 5, 2024
SUBJECT: Election of EDA President
ITEM NUMBER: 5.b
SECTION: GENERAL BUSINESS

REQUESTED MOTION

To elect _____ to serve as the Shoreview Economic Development Authority Board president, due to the resignation of Kaori Kenmotsu.

INTRODUCTION

Due to the resignation of board member Kaori Kenmotsu, the EDA must select a new president, and also initiate the process for seeking applicants to fill the at-large position on the board.

DISCUSSION

The adopted EDA by-laws require the election of officers each year, including a board president. Kaori Kenmotsu served 7 years as a member of the EDA, including this past year as president. Currently, Cory Springhorn serves as the EDA vice president.

RECOMMENDATION

The EDA board is asked to elect a new president and any other changes in officers for 2023, as required by the governing by-laws. Staff will be initiating the advertisement for soliciting applications for the open at-large seat on the board.

ATTACHMENTS

Memorandum

TO: Economic Development Authority
FROM: Tom Simonson , Assistant City Manager and Community Development Director
DATE: August 5, 2024
SUBJECT: Monthly Staff Report: Project Updates and Information
ITEM NUMBER: 5.c
SECTION: GENERAL BUSINESS

REQUESTED MOTION

No action required - information and discussion purposes only.

INTRODUCTION

Staff would like to provide the EDA board updates on current business, development, and housing related developments and projects. A monthly report is attached along with other materials as background for your review.

DISCUSSION

The staff monthly report is attached for your review, along with other informational materials.

RECOMMENDATION

For review and discussion purposes - no formal action requested.

ATTACHMENTS

[EDA monthly report - August, 2024](#)
[Finance & Commerce - Former Deluxe Campus - July 30, 2024](#)
[Fourth Amendment to Joint Cooperation Agreement - Shoreview](#)
[2024-local-affordable-housing-aid-amounts-cities](#)
[Seven Lakes Construction Photos](#)

Memorandum

To: EDA Board

From: Tom Simonson
Community Development Director and Assistant City Manager

Date: August 2, 2024

Re: Monthly Report

Economic Development Authority

- We are saddened to report that Kaori Kenmotsu has resigned her position on the EDA board effective immediately. Kaori recently purchased a home in Minneapolis and is no longer a resident of Shoreview, a requirement to serve in an at-large position on the EDA. Kaori was first appointed to the board in April of 2017, and has been a valued contributor over the past seven years including serving as president this past year. The board will need to elect a new president in accordance with the establishing by-laws. Advertising will begin on seeking applicants to fill the open at-large seat.
- The board has a relatively light agenda for the meeting on Monday, August 5 with the main item being the consideration of approving the business subsidy and tax increment assistance to United Properties and PAR Systems in support of the build-to-suit project of a 135,000 square foot facility in the Seven Lakes development. A separate memorandum is included with the digital packet.

Economic Development Commission

- The EDC met on July 16 and spent most of the meeting focusing on their purpose, role, and mission. The commission also reviewed the establishing ordinance in the municipal code to recommend updates that better reflect their work program. They will continue their discussion in August and develop recommendations on how to better connect with our business community and serve as ambassadors in representing the city.
- The latest issue of the *Business Matters* e-newsletter was distributed to subscribers this week. The e-newsletter includes news and information regarding business and economic development, features on local businesses, business resources and programs, upcoming events, and general city news. You can subscribe to the e-newsletter by visiting:

www.ThinkShoreview.com.

- The Arden Hills-Shoreview Business Council quarterly meeting will be held on September 18 at a Shoreview location to be determined.

Development Updates

Seven Lakes. Construction has started on the Seven Lakes redevelopment of the 50-acre former Deluxe corporate campus by Scannell Properties that will include upwards of 450,000 square feet of med tech/high tech and manufacturing space, and a multifamily apartment development. Work is underway on two of the large office/industrial buildings including a 150,000 square foot multi-tenant building that will serve as the new Twin Cities location for the global company Carlisle Fluid Technologies. A second 150,000 square foot building will be fully occupied by Fairview Health Services for pharmaceutical operations for their health system, as well as four other service divisions. Fairview is expected to bring around 650 jobs to Shoreview through this project, with potential growth of 200-300 additional jobs in the future. The project should be complete by the end of 2025. In addition to the building value of \$27.5 million, Fairview is investing over \$45 million in tenant improvements.

Attached with this report are some recent drone photos of the construction showing progress on the Fairview building and Building One, and the pad for the PAR Systems facility.



Rice Street Crossing. Progress continues for the Rice Street Crossings redevelopment project at 3377 Rice Street by Enclave Companies. The proposal to develop the 11-acre city-owned brownfield property at the southwest quadrant of I-694 and Rice Street with a 293-unit including 8 live/work units, four-story mixed use apartment building and approximately 5,200 square feet of restaurant/retail space.

The process to establish a housing tax increment district to assist with the redevelopment project began with review by the EDA, with a unanimous recommendation to approve financial assistance. A public hearing on the TIF financing was held at the July 15 meeting of the city council, after which the council unanimously approved the financing.

The project will include 20% of the apartment units being dedicated to people at 50% of the area median income, which




will be the most deeply affordable housing the city has financially supported. The developer hopes to begin environmental cleanup and site work by early fall of this year.

Code Enforcement

- There were 20 new code enforcement cases opened in June of 2024. Six of the cases are closed and compliant and 14 are open enforcement actions. The following is a summary of the type of violations:

Building Without a permit	3
Environmental	1
Property Maintenance	2
Outside Storage	6
Parking	3
Grass	5
Total	20
Closed	6

- Code enforcement staff completed the spring SHINE neighborhood inspections. The SHINE program was established 20 years ago as a new approach to code

		Monthly Building Permit Activity Current Year To Previous Year							
						Jun-24			
	June 2024 Permits	June 2024 Valuation	2024 YTD Permits	2024 YTD Valuation	June 2023 Permits	June 2023 Valuation	2023 YTD Permits	2023 YTD Valuation	
Dwellings			3	2253000			1	\$675,000	
Townhomes			0	0			0	\$0	
Additions			0	0			3	\$290,430	
Garages			0	0	1	\$45,000	1	\$45,000	
Miscellaneous	73	\$1,512,161	496	10454311	133	\$2,276,311	485	\$9,221,972	
Apartments			0	0			0	\$0	
Offices			0	0			0	\$0	
Retail			0	0			0	\$0	
Industrial/Warehouse			2	16313930			0	\$0	
Public buildings			0	0			0	\$0	
Commercial Additions			0	0			0	\$0	
Comercial Alter	3	\$8,695,095	13	27074085	5	\$10,877,594	12	\$14,139,654	
HVAC	77		351	0	74		334	\$0	
Plumbing	64		325	0	59		299	\$0	
TOTAL	217	\$10,207,256	1190	\$56,095,326	272	\$13,198,905	1135	\$24,372,056	



Industrial construction ramps up at former Deluxe campus

Brian Johnson // July 30, 2024 // 3 Minute Read

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Scannell Properties is going full speed ahead on its long-planned reuse of the former Deluxe campus in Shoreview.

Two entities related to Indianapolis-based Scannell recently completed an internal sale related to the company's makeover of the onetime corporate campus, a multiphase project that will bring new commercial and industrial space and multifamily housing to the 50-acre site.

Scannell broke ground earlier this year on the site at 3660-3680 Victoria St. N., which is just south of Interstate 694 and east of Victoria Street. Deluxe announced plans in 2020 to move on from the site after a decadeslong run in Shoreview. Finance & Commerce reported in April 2022 that Scannell paid \$10.1 million for the property.

As part of the internal sale, Scannell Properties #701 LLC paid \$2.9 million for the 14.89-acre site at 3680 Victoria St. N., according to a certificate of real estate value made public this week. Scannell Properties #452 LLC was the buyer. The sale of the unimproved land is related to construction of a manufacturing facility, the CRV notes.

Internal sales are a standard real estate practice when a developer creates lots and subdivides properties, Jake Kurth, Scannell's development manager, said in an interview Tuesday.

"It's still underneath our umbrella," Kurth said.

Earlier this year, Scannell broke ground on a 148,000-square-foot industrial building on the site.

Carlisle Fluid Technologies will occupy about 80% of the building, which is on the eastern side of the property, Kurth said. Carlisle manufactures "products and systems for the supply, application and curing of sprayed materials including, paints, coatings, powders, mastics and bonding materials," according to its [website](#).

Also in the works is a 140,000-square-foot build-to-suit structure for PaR Systems, which is a Pohlad-family company, and a 150,000-square-foot building for Fairview Health Services.

Allison Eddins, Shoreview senior planner, said at a City Council meeting in February that the Fairview project would bring about 600 to 700 jobs to the city once it's fully staffed. The building will house pharmacist training, continuing education, a laboratory, warehouse space, and a cancer treatment facility, Eddins said.

"Most of the facility will be the pharmacy, the medical compounding, and the warehousing to hold those medications," Eddins said.

The Carlisle and Fairview buildings will be substantially complete in the first quarter of next year and the build-to-suit facility will "lag shortly behind" those, Kurth said.

On the housing front, the plan is for "plus or minus" 250 units, Kurth said. Scannell's timeline for the housing is to be determined.

"We still need to go through our city process," he added. "We're hopeful that it goes next year, but it's all market-driven right now."

Finance & Commerce first reported on Scannell's plans for the site in April 2022, when the city launched an environmental review of the developer's plans.

Shoreview Community Development Director Tom Simonson said at the time that the development presented a "unique opportunity" for the city.

"As much as we hated to see Deluxe leave Shoreview after decades here, we also think this is kind of a new opportunity to meet the needs of our community, whether it's additional jobs or housing," Simonson said.

June 20, 2024

Mayor Sue Denkinger
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Brad Martens, City Administrator
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Tom Simonson, Asst City Manager/Community Development Director
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Niki Hill, Asst Community Development Director
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Dear Community Partners,

Ramsey County has been an Entitlement Urban County and received an annual allocation of Community Development Block Grant (CDBG) dollars through the U.S. Department of Housing and Urban Development (HUD) since 1986. This money has been used to undertake housing and community development activities primarily benefiting the low and moderate-income residents of suburban Ramsey County. Since 1992, the Home Investment Partnerships Act (HOME) program has also been a resource for the County. Ramsey County's eligibility for both programs and the actual dollar amount received are based on the total population of jurisdictions choosing to participate.

Sixteen suburban communities have chosen to participate in the agreement process over the past thirty years, ensuring a guaranteed annual allocation for the County and those suburban municipalities that desire to actively participate in the program.

Our records show that since 1985 your community has signed cooperative agreements with the county to ensure eligibility. The agreement provides for *automatic renewal* unless a municipality notifies the county in writing by **July 19, 2024** that it wishes to opt out of the agreement. Ramsey County may need to have municipalities sign amendments this year to include sample cooperation agreement language that was contained in the 2024 CPD Notice issued by HUD. We are waiting for a determination on that issue. If needed, the amendment will be sent to you within the next 30 days and will need to be signed by an authorized signatory for the municipality and returned to Ramsey County within 30 days.

HUD requires that all participants be notified that:

1. if a municipality chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program (Small Cities) while part of the urban county;
2. if a municipality is part of the urban county, it is also a participant in the HOME program; and
3. if a municipality elects to “opt-out” it may not have an opportunity to participate with the urban county for the next three years.

INCLUSION IN THE COUNTY ENTITLEMENT DOES NOT REQUIRE THAT YOU ACTIVELY PARTICIPATE IN THE PROGRAM. IT DOES PROVIDE THE COUNTY WITH THE NEEDED POPULATION TO QUALIFY AND INFLUENCES OUR ANNUAL ALLOCATION.

We are pleased with the active participation of our municipalities in the program. Ramsey County’s suburban communities have set county-wide priorities for use of CDBG and HOME funds. These priorities have resulted in the funding of local public services including food resources, tenant resources, local infrastructure projects, and over 3,000 low-income suburban homeowners receiving rehabilitation funding.

The HOME funds, which are used exclusively for affordable housing, have resulted in the addition of several large-scale rehabilitation projects, the new construction of affordable rental units, and expanded homeownership opportunities in suburban Ramsey County for families.

Should you have any questions, or need assistance, please contact Max Holdhusen at 651-266-8026 or email at max.holdhusen@co.ramsey.mn.us.

Sincerely,

Max Holdhusen
Ramsey County
Community and Economic Development
Deputy Director of Housing Development

**FOURTH AMENDMENT TO
JOINT COOPERATION AGREEMENT**

WHEREAS, the Ramsey County Housing and Redevelopment Authority ("Authority") and City of Shoreview ("Municipality"), each a political subdivision of the State of Minnesota, entered into a joint cooperative agreement dated August 19, 1985, as amended May 10, 2006, June 24, 2015, and August 24, 2021 ("Agreement"); and

WHEREAS Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.*, as amended, ("CDBG Act") provides for a program of community development block grants; and

WHEREAS, computation of a county's population as an Urban County as that term is used in the CDBG Act included the Municipality with which it has entered into the Agreement to undertake or to assist in the undertaking of essential activities pursuant to community development block grants; and

WHEREAS, HUD CPD Notice 24-02 requires that an Urban County requalifying in fiscal year (FY) 2024 for the FY 2025-2027 qualification period is required to make any necessary revisions to its cooperation agreements at the time that it requalifies; and

WHEREAS, the Authority requalified for the FY 2025-2027 qualification period and therefore amends the Agreement; and

WHEREAS, the Mayor of the Municipality, or an authorized signatory, is authorized to execute this amendment to the Agreement on the Municipality's behalf; and

WHEREAS, the County Manager is authorized to execute this amendment to the Agreement on the Authority's behalf; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 4.L.2 of the Agreement is amended and replaced with the following:

may participate in a HOME and ESG Programs only through the Authority. If Ramsey County does not receive a HOME formula allocation, the Municipality may not form a HOME consortium with other units of general local government. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

(Signature pages to follow)

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Johanna Berg
Ramsey County Manager

Dated: _____

APPROVAL RECOMMENDED:

Max Holdhusen
Deputy Director Housing Development

APPROVED AS TO FORM:

Assistant Ramsey County Attorney

This Document Drafted By:

Office of the Ramsey County Attorney
360 Wabasha St. N., Suite 100
Saint Paul, MN 55102

MUNICIPALITY

By: Susan C. Denking

Its: Mayor

Dated: 7/29/2024

2024 Local Affordable Housing Aid: Cities

The total certified amount is paid to all recipients in two installments.

CITY	FINAL DISTRIBUTION FACTOR	TOTAL CERTIFIED 2024 LOCAL AFFORDABLE HOUSING AID
Andover	0.0061	\$98,152.49
Anoka	0.0073	\$118,154.37
Apple Valley	0.0176	\$282,732.21
Blaine	0.0182	\$292,706.63
Bloomington	0.0352	\$567,427.48
Brooklyn Center	0.0117	\$188,983.33
Brooklyn Park	0.0288	\$464,128.62
Burnsville	0.0252	\$405,820.74
Champlin	0.0065	\$103,882.47
Chanhassen city	0.0079	\$126,855.46
Chaska	0.0081	\$130,038.78
Columbia Heights	0.0089	\$142,878.19
Coon Rapids	0.0221	\$355,471.16
Cottage Grove	0.0078	\$125,476.02
Crystal	0.0079	\$127,279.90
Eagan	0.0215	\$346,610.91
East Bethel	0.0016	\$25,466.59
Eden Prairie	0.0167	\$268,672.53
Edina	0.0211	\$339,342.32
Farmington	0.0055	\$88,549.46
Forest Lake	0.0074	\$118,578.81
Fridley	0.0102	\$163,516.74
Golden Valley	0.0085	\$137,095.15
Ham Lake	0.0038	\$61,066.76
Hastings	0.0071	\$114,387.44
Hopkins	0.0107	\$172,642.26
Hugo	0.0037	\$59,740.38
Inver Grove Heights	0.0124	\$200,443.29
Lake Elmo	0.0030	\$48,810.97
Lakeville	0.0142	\$229,464.59
Lino Lakes	0.0055	\$88,284.18
Little Canada	0.0047	\$75,020.33
Maple Grove	0.0165	\$265,701.43
Maplewood	0.0138	\$221,506.29
Mendota Heights	0.0027	\$43,876.81
Minneapolis	0.2033	\$3,274,101.65
Minnnetonka	0.0200	\$321,515.71
Mounds View	0.0044	\$71,412.57
New Brighton	0.0089	\$142,719.02
New Hope	0.0113	\$181,714.74
North St. Paul	0.0053	\$84,570.30
Oakdale	0.0111	\$178,743.63

2024 Local Affordable Housing Aid: Cities

The total certified amount is paid to all recipients in two installments.

CITY	FINAL DISTRIBUTION FACTOR	TOTAL CERTIFIED 2024 LOCAL AFFORDABLE HOUSING AID
Plymouth	0.0225	\$363,111.14
Prior Lake	0.0068	\$109,824.67
Ramsey	0.0074	\$118,897.15
Richfield	0.0145	\$233,602.92
Robbinsdale	0.0064	\$103,298.86
Rogers	0.0020	\$32,204.63
Rosemount	0.0053	\$85,047.80
Roseville	0.0131	\$211,213.54
Savage	0.0091	\$146,432.90
Shakopee	0.0132	\$212,327.70
Shoreview	0.0081	\$130,516.28
South St. Paul	0.0075	\$120,170.48
St. Louis Park	0.0205	\$330,429.02
St. Paul	0.1338	\$2,154,208.31
Stillwater	0.0059	\$94,703.88
Vadnais Heights	0.0050	\$80,007.54
Victoria	0.0012	\$19,046.89
Waconia	0.0046	\$73,322.56
West St. Paul	0.0111	\$178,000.86
White Bear Lake	0.0095	\$152,905.66
Woodbury	0.0188	\$301,991.32
TOTAL	1.0000	\$16,104,806.82















