

AGENDA
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY

6:15 P.M. Monday, September 13, 2021
City Hall, Council Chambers

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. April 26, 2021 Economic Development Authority Special Meeting Minutes
2. July 26, 2021 Economic Development Authority/Housing and Economic Development Commission Joint Special Meeting Minutes

E. PUBLIC HEARING

None

F. UNFINISHED BUSINESS

None

G. NEW BUSINESS

1. Grant Agreement with YMCA
2. Resolution Providing Approval of the 2022 Preliminary EDA Budget
3. Single-Family Housing Rehabilitation Program
4. Resolution Approving Maplewood Mall Security Cameras Grant
5. Call for a Special Meeting on October 25, 2021

H. ADJOURNMENT

RULES OF CIVILITY FOR THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

Following are rules of civility the City of Maplewood expects of everyone appearing at the Meetings - elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

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**SPECIAL MEETING MINUTES
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY**

6:30 P.M. Monday, April 26, 2021
Held Remotely Via Conference Call

A. CALL TO ORDER

A special meeting of the Maplewood Economic Development Authority (EDA), was held remotely via conference call and was called to order at 6:34 p.m. by President Knutson.

B. ROLL CALL

| | |
|-----------------------------------|---------|
| William Knutson, President | Present |
| Marylee Abrams, Commissioner | Present |
| Rebecca Cave, Commissioner | Present |
| Kathleen Juenemann, Commissioner | Present |
| Nikki Villavicencio, Commissioner | Present |

C. APPROVAL OF AGENDA

Commissioner Abrams moved to approve the agenda as submitted.

Seconded by Commissioner Juenemann Ayes – All, via roll call

The motion passed.

D. APPROVAL OF MINUTES

1. January 11, 2021 Economic Development Authority Meeting Minutes

Commissioner Juenemann moved to approve the January 11, 2021 Economic Development Authority Meeting Minutes as submitted.

Seconded by Commissioner Abrams Ayes – All, via roll call

The motion passed.

E. PUBLIC HEARING

None

F. UNFINISHED BUSINESS

1. Intent to Close Meeting (Minn. Stat. §13D.05 subd. 3(c)) to Discuss Sale of Property at 2501 Londin La E

April 26, 2021

Maplewood Economic Development Authority Special Meeting Minutes

Commissioner Juenemann moved to close the meeting and go into closed session to consider purchase offers or counteroffers for the property located at 2501 Londin La E, pursuant to Minnesota Statutes Section 13D.05 subd. 3(c).

Seconded by Commissioner Abrams

Ayes – All, via roll call

The motion passed.

President Knutson closed the meeting at 6:38 p.m.

Present at the closed session: President Knutson, Commissioner Juenemann, Commissioner Abrams, Commissioner Cave, Commissioner Villavicencio, Executive Director Coleman, Assistant Executive Director Thomson, EDA Attorney Batty, Assistant City Manager/HR Director Sable, and IT Director Fowlds.

Due to audio distortion with President Knutson's connection, Vice President Juenemann called the meeting back to order at 7:11 p.m.

2. Updates on the Sale of Properties

- a. **1375 Frost Ave E and 1900 Clarence St N**
- b. **1160 Frost Ave E**

Assistant Executive Director Thomson gave the property updates.

G. NEW BUSINESS

None

H. ADJOURNMENT

Commissioner Cave moved to adjourn the meeting.

Seconded by Commissioner Abrams

Ayes – All, via roll call

The motion passed.

Vice President Juenemann adjourned the meeting at 7:17 p.m.

April 26, 2021

Maplewood Economic Development Authority Special Meeting Minutes

**SPECIAL MEETING MINUTES
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY
HOUSING AND ECONOMIC DEVELOPMENT COMMISSION
JOINT SPECIAL MEETING**

5:30 P.M. Monday, July 26, 2021
City Hall, Council Chambers

A. CALL TO ORDER

A joint special meeting of the Maplewood Economic Development Authority (EDA) and the Housing and Economic Development Commission (HEDC) was held in the City Hall Council Chambers and was called to order at 5:31 p.m. by President Knutson.

The following EDA members were present: President Knutson, Commissioner Abrams, Commissioner Cave, Commissioner Villavicencio & Commissioner Juenemann (arrived at 5:59).

The following HEDC members were present: Commissioner M. Jenkins, Commissioner J. Tkachuck, Commissioner B Vang, Commissioner D. Unger & Commissioner C Robinson.

The following staff members were present: City Manager Coleman, Assistant City Manager/HR Director Sable, Community Development Director Thomson & Finance Director Paulseth.

B. NEW BUSINESS

1. Economic Development Priorities

City Manager Coleman gave the introduction. Community Development Director Thomson and Finance Director Paulseth provided additional information.

C. ADJOURNMENT

The meeting was adjourned at 6:51 p.m.

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT

Meeting Date September 13, 2021

REPORT TO: EDA Members

REPORT FROM: Melinda Coleman, Executive Director

PRESENTER: Melinda Coleman, Executive Director

AGENDA ITEM: Grant Agreement with the YMCA

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation

Policy Issue:

The YMCA of the Greater Twin Cities has requested financial assistance above what is currently required through the current Operating Agreement. The EDA will consider the attached grant agreement with the YMCA of the Greater Twin Cities, which provides business relief funding and reimbursement for community response to the Covid-19 public health emergency. The YMCA of the Greater Twin Cities is seeking \$350,000 to help off-set losses due to government mandated shut downs and loss of memberships.

Recommended Action:

Motion to approve the grant agreement with the YMCA.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$350,000

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☒ New Revenue Source
☐ Use of Reserves ☐ Other: N/A

Strategic Plan Relevance:

☒ Financial Sustainability ☒ Integrated Communication ☐ Targeted Redevelopment
☒ Operational Effectiveness ☒ Community Inclusiveness ☐ Infrastructure & Asset Mgmt.

The grant from the EDA reflects several components of the strategic plan. The YMCA is playing a key role in supporting the community during the pandemic.

Background

On September 14, 2020, the City Council allocated \$800,000 in CARES Act funding to the Maplewood Area EDA for the purpose of providing business relief to nonprofit entities who have a contractual relationship with the City of Maplewood to provide services, further defined as follows:

- YMCA of the Greater Twin Cities, \$500,000 for the reimbursement of expenses for YMCA's community response to the COVID-19 public health emergency; including but not limited to: delivering and dispersing meals for members of the community in need; providing welfare checks on senior citizens; providing child care services for public safety workers, health care workers, teachers, and other members of the community in need of services.
- YMCA of the Greater Twin Cities, \$300,000 for the re-opening and monthly operations of the Maplewood Community Center from August 3, 2020 through December 31, 2021.

At this time, the YMCA of the Greater Twin Cities is seeking \$350,000 to help off-set losses due to government mandated shut downs and loss of memberships.

Attachments

1. Grant Agreement with YMCA of the Greater Twin Cities

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made this ___th day of September 2021, by and between the Maplewood Economic Development Authority, a public body corporate and politic under the laws of Minnesota (“Grantor”), and the Young Men’s Christian Association of the Greater Twin Cities, a Minnesota nonprofit corporation (“Grantee”).

RECITALS

- A. Grantor has received Coronavirus State and Local Fiscal Recovery Funds as authorized through the American Rescue Plan Act (“ARPA”) to address and mitigate the impacts of COVID-19.
- B. Grantee operates the Maplewood Community Center (“MCC”), located at 2100 White Bear Avenue, Maplewood, Minnesota 55109.
- C. Grantor has approved a grant to the Grantee in the maximum principal amount of \$350,000 (“Grant”) for the purposes and on the terms and conditions set forth in this Agreement.
- D. The Grantor and Grantee have negotiated the terms of the Grant, and now desire to memorialize such terms in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS MADE HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. GRANT AMOUNT. Subject to and upon the terms and conditions of this Agreement, Grantor agrees to grant to Grantee the sum of three hundred and fifty thousand and no/100ths dollars (\$350,000) (the “Grant Funds”).
2. GRANT ACTIVITIES. Grantee shall utilize the Grant Funds for purposes consistent with the purposes of the Coronavirus State and Local Fiscal Recovery Fund and in accordance with ARPA and related federal and state guidance documents, including without limitation expenses of actions to facilitate compliance with COVID-19-related public health measures, payroll and benefits costs, costs to retain employees, utilities costs, and other operating costs, such as providing food delivery to senior citizens and other vulnerable populations in the City of Maplewood (collectively, “Eligible Expenses”). Under no circumstances shall the Grant Funds be used to provide revenue replacement for any local unit of government.
3. PERIOD OF GRANT. Grantee must utilize the Grant Funds for Eligible Expenses during the period between January 1, 2022 and December 31, 2022. Unspent Grant Funds must be returned to the Grantor prior to January 15, 2023, in accordance with Section 7 of this Agreement.
4. DOCUMENTATION. Grantee agrees to provide the Grantor with proof of Eligible Expenses incurred due to the COVID-19-related public health emergency.

5. REPORTING. Grantee agrees to submit a brief survey to the Grantor by January 15, 2023 specifying how the entirety of the Grant Funds were utilized and to provide evidence in the form of paid invoices, statements, or similar documentation. Grantor may request additional monthly reports should the Grantor be required by the State of Minnesota or the United States Department of the Treasury to report using a different timeline.
6. RESPONSIBILITY FOR MISSPENT FUNDS. Should any Grant Funds distributed under this Agreement be found to have been misspent under ARPA and the Grantee is deemed responsible for such misspent Grant Funds, the Grantee shall reimburse the Grantor for the entire amount found to have been misspent.
7. RETURN OF UNSPENT FUNDS. If any portion of the Grant Funds are not utilized for Eligible Expenses by January 15, 2023, such Grant Funds must be returned to the Grantor by January 15, 2023.
8. RIGHT TO TERMINATE. Grantor retains the right to terminate this Agreement if the Grantee is found to be in violation of any terms or conditions set forth in this Agreement.
9. INDEMNIFICATION. Grantee shall and hereby does agree to indemnify and to hold the Grantor and its officers, agents, and employees, harmless against any and all liability, loss, or damage that it may incur as a result of the acts or omissions of the Grantee or its officers, agents, or employees.
10. DATA PRACTICES. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, any other applicable state statute, or any state rules adopted to implement the Act, as well as any federal regulations on data privacy and the Grantee agrees to comply with all such provisions and requirements.
11. RECORDS RETENTION. All books, records, documents, and accounting procedures and policies of the Grantee and its (sub)contractor(s), if any, relative to this Agreement are subject to examination by the Grantor.
12. BUSINESS SUBSIDY. [The Grant Funds do not constitute a business subsidy within the meaning of the Minnesota Business Subsidy Act pursuant to Minnesota Statutes, section 116J.993, subd. 3 \(19\).](#)
13. WAIVER. The waiver by the Grantor or Grantee of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.
14. GOVERNING LAW. This Agreement shall be governed by and interpreted or construed in accordance with the laws of Minnesota and shall be subject to the exclusive jurisdiction of the courts therein.
15. SEVERABILITY. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially

prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein.

16. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Grantee shall abide by all statutes, ordinances, rules, and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the Grantor to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

17. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only through a writing executed by the parties hereto under the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Maplewood Economic Development Authority

By: _____
William Knutson, President

By: _____
Melinda Coleman, Executive Director

Young Men's Christian Organization of the Greater Twin Cities

By: _____

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT
Meeting Date September 13, 2021

REPORT TO: Melinda Coleman and EDA Members

REPORT FROM: Ellen Paulseth, Finance Director

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Resolution Providing Approval of the 2022 Preliminary EDA Budget

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

State law requires that cities certify their proposed property tax levies to the county auditor by September 30th. Once certified, the proposed tax levy can be reduced but cannot be increased. The EDA bylaws require the EDA to submit a budget annually to the City Council for consideration and incorporation into the City's annual budget and tax levy.

Recommended Action:

Motion to adopt the resolution providing approval of the 2022 Preliminary EDA Budget in the amount of \$100,000, with a funding request of \$100,000 from the City Council.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$100,000

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: N/A

Strategic Plan Relevance:

☒ Financial Sustainability ☒ Integrated Communication ☒ Targeted Redevelopment
☒ Operational Effectiveness ☒ Community Inclusiveness ☒ Infrastructure & Asset Mgmt.

The operations of the EDA reflect all components of the strategic plan.

Background

The City Council held two budget workshops in August with City staff. A separate levy for the HRA is not being considered this year due to current economic conditions related to the pandemic. The proposed funding will provide a minimum level of operating revenue for the EDA in 2022. The 2021 estimated expenditures assumes the transfer in and expenditure of the \$100,000 in reserves funding allocation from the prior year. The \$350,000 ARPA grant funding is not reflected in the budget proposal, but will be adjusted at the time of the related expenditures.

Attachments

1. Resolution Providing Approval of the 2022 Preliminary EDA Budget
2. EDA 2022 Budget Proposal

**MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION RECOMMENDING APPROVAL OF THE 2022 PRELIMINARY EDA BUDGET**

WHEREAS, State law requires the City of Maplewood to certify its preliminary property tax levy to the County Auditor by September 30th of each year; and

WHEREAS, the bylaws of the Maplewood Economic Development Authority (EDA) require the EDA to submit an annual budget to the City Council for inclusion and incorporation in the City's annual budget and tax levy.

NOW THEREFORE BE IT RESOLVED that the Maplewood Economic Development Authority (EDA) approves the 2022 Preliminary EDA Budget, in the amount of \$100,000, and recommends a request to the Maplewood City Council for funding in the amount of \$100,000 for fiscal year 2022.



City of Maplewood

2022 Special Revenue Budget Summary

Maplewood EDA Fund

Responsible Department: EEDD

Maplewood EDA (280)

| | Actual 2020 | Original Budget 2021 | Estimated 2021 | Budget 2022 | Budget % Incr/(Decr) |
|---|------------------------|-------------------------------------|---------------------------|------------------------|---------------------------------|
| Revenues: | | | | | |
| Property Taxes | \$ 118,486 | \$ 100,000 | 103,000 | \$ 100,000 | 0.00% |
| Other Taxes | - | - | - | - | 0.00% |
| Licenses & Permits | - | - | - | - | 0.00% |
| Intergovernmental | 29,965 | - | - | - | 0.00% |
| Charges for Services | - | - | - | - | 0.00% |
| Fines & Forfeits | - | - | - | - | 0.00% |
| Interest | - | - | - | - | 0.00% |
| Miscellaneous Revenue | 400 | - | - | - | 0.00% |
| Total Revenues | 148,851 | 100,000 | 103,000 | 100,000 | 0.00% |
| Expenditures: | | | | | |
| Current | | | | | |
| General Government | - | - | - | - | 0.00% |
| Community Development | 956,639 | 150,000 | 250,000 | 100,000 | -33.33% |
| Parks & Recreation | - | - | - | - | 0.00% |
| Public Safety | - | - | - | - | 0.00% |
| Public Works | - | - | - | - | 0.00% |
| Total Current Expenditures | 956,639 | 150,000 | 250,000 | 100,000 | -33.33% |
| Capital Outlay | | | | | |
| General Government | - | - | - | - | 0.00% |
| Public Safety | - | - | - | - | 0.00% |
| Parks & Recreation | - | - | - | - | 0.00% |
| Community Development | - | - | - | - | 0.00% |
| Total Capital Outlay | - | - | - | - | 0.00% |
| Total Expenditures | 956,639 | 150,000 | 250,000 | 100,000 | -33.33% |
| Excess of Revenues Over (Under) Expenditures | (807,788) | (50,000) | (147,000) | - | -100.00% |
| Other Financing Sources (Uses) | | | | | |
| Transfers In | 913,889 | - | 100,000 | - | 0.00% |
| Transfers Out | - | - | - | - | 0.00% |
| Sale of General Fixed Assets | - | - | - | - | 0.00% |
| Total Other Financing Sources (Uses) | 913,889 | - | 100,000 | - | 0.00% |
| Net Change in Fund Balance | 106,101 | (50,000) | (47,000) | - | |
| Fund Balances: | | | | | |
| Beginning of Year | 83,616 | 189,717 | 189,717 | 142,717 | |
| End of Year | \$ 189,717 | \$ 139,717 | \$ 142,717 | \$ 142,717 | |

EDA Revenue Budget
CITY OF MAPLEWOOD

EDA Packet Page Number 12 of 24

| <u>Account Number</u> | | <u>2020</u> | <u>2021</u> | <u>2020</u> | <u>2022</u> |
|---------------------------------|---------------------------|----------------|----------------|----------------|---------------------|
| | | <u>Actuals</u> | <u>Adopted</u> | <u>Actuals</u> | <u>Dept Request</u> |
| 280 | MAPLEWOOD AREA EDA | | | | |
| 000 | ' | | | | |
| 000-3011 | TAXES - CURRENT | 119,964.12 | 100,000.00 | 119,964.12 | 100,000.00 |
| 000-3012 | TAXES - DELINQUENT | 1,476.86- | 0.00 | 1,476.86- | 0.00 |
| 000-3534 | COUNTY - OTHER GRANTS/AID | 29,965.00 | 0.00 | 29,965.00 | 0.00 |
| 000-3809 | OTHER | 400.00 | 0.00 | 400.00 | 0.00 |
| Total ' | | 148,852.26 | 100,000.00 | 148,852.26 | 100,000.00 |
| Total ' | | 148,852.26 | 100,000.00 | 148,852.26 | 100,000.00 |
| 999 | TRANSFERS | | | | |
| 000-3999 | TRANSFERS IN | 913,888.99 | 0.00 | 913,888.99 | 0.00 |
| Total ' | | 913,888.99 | 0.00 | 913,888.99 | 0.00 |
| Total TRANSFERS | | 913,888.99 | 0.00 | 913,888.99 | 0.00 |
| Total MAPLEWOOD AREA EDA | | 1,062,741.25 | 100,000.00 | 1,062,741.25 | 100,000.00 |
| Grand Total | | 1,062,741.25 | 100,000.00 | 1,062,741.25 | 100,000.00 |

G2, Attachment 2

EDA Expenditure Budget

CITY OF MAPLEWOOD

| | | 2020 | 2021 | 2021 | 2022 |
|-----------------------|-----------------------------|----------------|----------------|----------------|---------------------|
| <u>Account Number</u> | | <u>Actuals</u> | <u>Adopted</u> | <u>Actuals</u> | <u>Dept Request</u> |
| 280 | MAPLEWOOD AREA EDA | | | | |
| 000 | ' | | | | |
| 000-4120 | PROGRAM SUPPLIES | 141.38 | 6,000.00 | 0.00 | 4,000.00 |
| 000-4380 | SUBSCRIPTIONS & MEMBERSHIPS | 295.00 | 500.00 | 0.00 | 500.00 |
| 000-4390 | TRAVEL & TRAINING | 542.00 | 2,000.00 | 0.00 | 1,000.00 |
| 000-4480 | FEES FOR SERVICE | 955,660.88 | 141,500.00 | 63,303.72 | 94,500.00 |
| Total | *** Title Not Found *** | 956,639.26 | 150,000.00 | 63,303.72 | 100,000.00 |
| Total | ' | 956,639.26 | 150,000.00 | 63,303.72 | 100,000.00 |
| 999 | TRANSFERS | | | | |
| Total | *** Title Not Found *** | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | TRANSFERS | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | MAPLEWOOD AREA EDA | 956,639.26 | 150,000.00 | 63,303.72 | 100,000.00 |
| Grand Total | | 956,639.26 | 150,000.00 | 63,303.72 | 100,000.00 |

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT

Meeting Date September 13, 2021

REPORT TO: Melinda Coleman, Executive Director

REPORT FROM: Jeff Thomson, Assistant Executive Director

PRESENTER: Jeff Thomson, Assistant Executive Director

AGENDA ITEM: Single-Family Housing Rehabilitation Program

Action Requested: ☐ Motion ☒ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

Staff will provide an update on the EDA's discussion about establishing a single-family rehabilitation program.

Recommended Action:

No action is requested at this time.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.00

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: N/A

Strategic Plan Relevance:

☐ Financial Sustainability ☐ Integrated Communication ☒ Targeted Redevelopment
☐ Operational Effectiveness ☐ Community Inclusiveness ☐ Infrastructure & Asset Mgmt.

The single-family housing program would support neighborhood investment, affordable housing, and home-ownership opportunities in Maplewood.

Background

The Maplewood City Council, Economic Development Authority, and Housing and Economic Development Commission completed a strategic plan for economic development in Maplewood in 2020. One of the strategies identified as a high priority is addressing the gaps in the city's housing stock and making progress on the housing goals and policies identified in the city's 2040 Comprehensive Plan. One of the potential housing programs that has been identified is a single-family home acquisition, rehabilitation, and resale program.

The city tracks vacant homes in the community. There are 43 single-family homes that are vacant and that have nuisance conditions, regular city code violations, and are a blight on the

neighborhood. The proposed housing program would focus on the acquisition and rehabilitation of these properties and then the resale as owner-occupied housing.

The city has 1,000 new housing units in various phases of development that could be constructed in the next three years. Of the 1,000 new housing units, up to 600 of them would be new affordable units at varying affordability levels. All of the new affordable housing units under development are multi-family rental units. The proposed rehabilitation program would offer the potential for owner-occupied, single-family, affordable housing units, which would provide a greater diversity of affordable housing in Maplewood.

The city council has discussed using part of its American Rescue Plan Act (ARPA) funding to support a single-family housing program and is interested in partnering with Ramsey County, and its implementation of a new countywide HRA levy, to build a rehabilitation program to support the city's housing goals.

The proposed program would be consistent with several goals and policies in the city's 2040 Comprehensive Plan, including:

- Pursue opportunities to upgrade, enhance, and maintain the existing housing stock as part of efforts to revitalize existing neighborhoods and to promote redevelopment in various areas of the city.
- Partner with agencies and community organizations to implement aesthetic and quality of life improvements at distressed housing sites.
- Advocate that housing in Maplewood will accommodate all racial and ethnic groups in the purchase, sale, rental, and location of housing in the city.
- Promote housing development that respects the natural environment of Maplewood while striving to meet the need for a variety of housing types and costs.
- Promote sustainable housing that is energy efficient, and utilizes green building and operation techniques.
- Improve the availability of affordable housing for both homeowners and renters.

University of Minnesota – Resilient Communities Project

City staff submitted an application and has been accepted into the Resilient Communities Project (RCP) at the University of Minnesota. The Resilient Communities Project partners with local government agencies in Minnesota on locally defined projects that advance community sustainability, equity, or resilience. Research and technical assistance is provided by graduate and professional students and faculty at the University of Minnesota from a variety of departments and disciplines.

Our partnership with RCP will study a single-family rehabilitation program. Work could start in the fall with graduate students conducting background research on similar programs, and then culminate with a class developing a program during a spring graduate course at the Humphrey School of Public Affairs. The student deliverables for the project will be used by the city to develop the policies and program criteria so that the city can successfully implement a single-family rehabilitation program.

The city has identified the following key questions for consideration and study:

- What are the models for similar programs in the Twin Cities, Minnesota, and throughout the United States?
- What are best practices and recommendations for program policies, guidelines, and requirements?

- What are the options for financing the program long-term?
- Who are potential partners?

Attachments

1. None

MAPLEWOOD AREA ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT

Meeting Date September 13, 2021

REPORT TO: Melinda Coleman and EDA Members

REPORT FROM: Ellen Paulseth, Finance Director

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Resolution Approving Maplewood Mall Security Cameras Grant

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

On September 13, 2021, the City Council allocated \$40,000 in American Rescue Plan Act (ARPA) funds to the EDA to provide aid to impacted industries, in accordance with federal guidance for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

Recommended Action:

Motion to adopt the Resolution Approving Maplewood Mall Security Cameras Grant.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$40,000

Financing source(s): ☐ Adopted Budget ☒ Budget Modification ☒ New Revenue Source

☐ Use of Reserves ☐ Other: N/A

Strategic Plan Relevance:

☒ Financial Sustainability ☒ Integrated Communication ☒ Targeted Redevelopment

☒ Operational Effectiveness ☒ Community Inclusiveness ☒ Infrastructure & Asset Mgmt.

The operations of the EDA reflect all components of the strategic plan.

Background

The City Council identified priorities for ARPA funding allocations at two budget workshops in August of 2021.

Attachments

1. Resolution Approving Maplewood Mall Security Cameras Grant
2. Draft Grant Agreement

**MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION APPROVING MAPLEWOOD MALL SECURITY CAMERAS GRANT**

RESOLUTION NO. xxxxx

WHEREAS, the Maplewood City Council, on September 13, 2021, allocated \$40,000 in American Rescue Plan Act (ARPA) funding to the Maplewood EDA to provide aid to industries impacted by COVID-19 (Grant Funds) in Maplewood; and

WHEREAS, the Maplewood Economic Development Authority (EDA) proposes to provide a grant using Grant Funds to Washington Prime d/b/a Maplewood Mall (Maplewood Mall) for the purpose of addressing the negative economic impacts of the COVID-19 pandemic, including the decrease in customer traffic and increase in crime due to COVID-19; and

WHEREAS, ARPA Grant Funds may be used to provide aid to impacted industries including specifically tourism, travel, and hospitality, as well as industries impacted to a similar extent as tourism, travel, and hospitality industries; and

WHEREAS, the tourism, travel, and hospitality industry has experienced an approximately 24% decline in revenue and approximately 17% decline in employment nationwide due to the COVID-19 public health emergency. The Maplewood Mall was closed for a portion of the COVID-19 public health emergency, and since reopening has experienced below average customer traffic from a low of -60% to current levels of approximately -20%; and

WHEREAS, the Maplewood Mall's customer traffic has declined in years prior to the COVID-19 public health emergency, the declines were exacerbated by the COVID-19 public health emergency; and

WHEREAS, the Maplewood Mall experienced an increase in crime during the COVID-19 pandemic. The Police Department recorded an increase in violent crime at the mall, including gunshots, robberies, and assaults. The Maplewood Mall also continued to have issues with theft and trespassing during the COVID-19 pandemic. The Maplewood Mall also experienced an increase in instances of juvenile disorderly conduct and physical fights, general crime, and quality of life issues, especially in the area surrounding the Metropolitan Transit bus terminal; and

WHEREAS, the increase in crime was a contributing factor to the Maplewood Mall adjusting its operating hours to ensure a safe shopping environment; and

WHEREAS, the Maplewood Mall plays a significant part in the health and vitality of Maplewood's economy; and

WHEREAS, the increase in crime impacts both the customer traffic at the Maplewood Mall, as well as the safety and viability of the tenant businesses within the Mall. Providing a grant to the Maplewood Mall for the purchase of security cameras supports the Mall as a whole, including the Mall's tenant businesses; and

WHEREAS, the Maplewood Police Department and Maplewood Mall worked collaboratively to develop the proposed use of Grant Funds as an effective and efficient way to address the increase in crime experienced by the Maplewood Mall due to the COVID-19 public health emergency; and

WHEREAS, to ensure that the Maplewood Mall can attract customers back to the Mall and maintain its current tenants and fill vacancies, the EDA has determined that providing funds to the Maplewood Mall to install security cameras will assist the Maplewood Mall in addressing the rise in crime due to the COVID-19 public health emergency and will assist in mitigating the negative economic impacts at the Maplewood Mall.

THEREFORE, BE IT RESOLVED that the Maplewood EDA hereby grants \$40,000 for security cameras at the Maplewood Mall, in accordance with federal and state guidelines for expending the Funds.

BE IT FURTHER RESOLVED that the Maplewood EDA may require Maplewood Mall to comply with subrecipient grant reporting requirements.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made this ___th day of September 2021, by and between the Maplewood Economic Development Authority, a public body corporate and politic under the laws of Minnesota (“Grantor”), and the Washington Prime Group (d/b/a Maplewood Mall), an Indiana Limited Partnership (“Grantee”).

RECITALS

- A. Grantor has received Coronavirus State and Local Fiscal Recovery Funds as authorized through the American Rescue Plan Act (“ARPA”) to address and mitigate the impacts of COVID-19.
- B. Grantee owns and operates the Maplewood Mall (the “Maplewood Mall”), located at 3001 White Bear Avenue North, Saint Paul, Minnesota 55109.
- C. Grantor has approved a grant to the Grantee in the maximum principal amount of \$40,000 (the “Grant”) for the purposes and on the terms and conditions set forth in this Agreement.
- D. The Grantor and Grantee have negotiated the terms of the Grant, and now desire to memorialize such terms in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS MADE HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. GRANT AMOUNT. Subject to and upon the terms and conditions of this Agreement, Grantor agrees to grant to Grantee the sum of forty thousand and no/100ths dollars (\$40,000) (the “Grant Funds”).
2. GRANT REQUIREMENTS.
 - a. Grantee shall utilize the Grant Funds for purposes consistent with the purposes of the Coronavirus State and Local Fiscal Recovery Fund and in accordance with ARPA and related federal and state guidance documents, including, but not limited to, the purchase of security cameras at the Maplewood Mall (collectively, “Eligible Expenses”).
 - b. Grantee acknowledges that the source of funds for this Agreement are federal ARPA funds provided to the City of Maplewood and approved for disbursement to address the negative economic impacts of the COVID-19 public health emergency.
 - c. Grantee acknowledges that this grant may be subject to federal and state taxes.
 - d. Grantee further represents and warrants that as of the date this Agreement is signed all of the following are true and correct:
 - i. Grantee is current on property taxes through July 1 2021
 - ii. Grantee is in compliance with all city ordinances, codes, licensing, and taxes and fees
 - iii. That if Grantee has received funds from the U.S. Small Business Administration (SBA), including the SBA Paycheck Protection Program (PPP) or the SBA Economic Injury Disaster Loan (EIDL), or any other local, state, or federal source, including Pandemic

Unemployment Assistance (PUA), Grantee will use the Grant Funds only for Eligible Expenses not already reported and reimbursed by other funds

- e. Grantee represents and warrants to the EDA that all information that has been submitted is correct and that the documented costs have not nor will be reimbursed through any other federal, state, or local funding source.

3. GRANT DISBURSEMENT

- a. The EDA shall pay Grant Funds directly to Grantee within seven (7) business days of receipt of a signed Agreement.
- b. The EDA is not responsible for remedying fraudulent or unauthorized payments requested in Grantee's name.

4. PERIOD OF GRANT. Grantee must utilize the Grant Funds for Eligible Expenses during the period between September 13, 2021 and December 31, 2021. Unspent Grant Funds must be returned to the Grantor prior to January 15, 2022, in accordance with Section 7 of this Agreement.

5. DOCUMENTATION. Grantee agrees to provide the Grantor with proof of Eligible Expenses incurred due to the COVID-19-related public health emergency.

6. REPORTING. Grantee agrees to submit a brief survey to the Grantor by January 15, 2022 specifying how the entirety of the Grant Funds were utilized and to provide evidence in the form of paid invoices, statements, or similar documentation. Grantor may request additional monthly reports should the Grantor be required by the State of Minnesota or the United States Department of the Treasury to report using a different timeline.

7. RESPONSIBILITY FOR MISSPENT FUNDS. Should any Grant Funds distributed under this Agreement be found to have been misspent under ARPA and the Grantee is deemed responsible for such misspent Grant Funds, the Grantee shall reimburse the Grantor for the entire amount found to have been misspent.

8. RETURN OF UNSPENT FUNDS. If any portion of the Grant Funds are not utilized for Eligible Expenses by December 31, 2021, such Grant Funds must be returned to the Grantor by January 15, 2022.

9. NOTICES. Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute, rule or regulation, shall be in writing, and shall be sent registered or certified mail. Notices to parties shall be sent to addresses given in the opening paragraph of this Agreement.

10. RIGHT TO TERMINATE. Grantor retains the right to terminate this Agreement if the Grantee is found to be in violation of any terms or conditions set forth in this Agreement.

11. INDEMNIFICATION. Grantee shall and hereby does agree to indemnify and to hold the Grantor and its officers, agents, and employees, harmless against any and all liability, loss, or damage that it may incur as a result of the acts or omissions of the Grantee or its officers, agents, or employees.

12. DATA PRACTICES. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, any other applicable state statute, or any state rules adopted to implement the Act, as well as any federal regulations on data privacy and the Grantee agrees to comply with all such provisions and requirements.
13. RECORDS – AVAILABILITY/ACCESS AND RIGHT TO AUDIT. Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the Grantee, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Grantee and involve transactions relating to this Agreement

Grantee shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.
14. BUSINESS SUBSIDY. [The Grant Funds do not constitute a business subsidy within the meaning of the Minnesota Business Subsidy Act pursuant to Minnesota Statutes, section 116J.993, subd. 3 \(19\).](#)
15. WAIVER. The waiver by the Grantor or Grantee of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.
16. GOVERNING LAW. This Agreement shall be governed by and interpreted or construed in accordance with the laws of Minnesota and shall be subject to the exclusive jurisdiction of the courts therein.
17. SEVERABILITY. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein.
18. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Grantee shall abide by all statutes, ordinances, rules, and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the Grantor to immediately terminate this Agreement notwithstanding other termination provisions contained herein.
19. COMPLIANCE AND NON-DEBARMENT CERTIFICATION
 - A. Grantee shall comply with all applicable federal, state and local statutes, funding sources of the Grant Funds, regulations, rules, ordinances, Grant Fund program requirements and guidelines currently in force or later enacted.

B. Grantee certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

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

21. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only through a writing executed by the parties hereto under the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Maplewood Economic Development Authority

By: _____
William Knutson, President

By: _____
Melinda Coleman, Executive Director

Washington Prime Group

By: _____

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT

Meeting Date September 13, 2021

REPORT TO: Melinda Coleman, Executive Director

REPORT FROM: Jeff Thomson, Assistant Executive Director

PRESENTER: Jeff Thomson, Assistant Executive Director

AGENDA ITEM: Call for a Special Meeting on October 25, 2021

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

At the beginning of the year, the Economic Development Authority (EDA) established its regular meeting schedule for 2021, which generally meets quarterly. The EDA has the ability to cancel or add meetings as needed as agenda items arise.

Recommended Action:

Motion to call a special EDA meeting on October 25, 2021.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.00

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: N/A

Strategic Plan Relevance:

☐ Financial Sustainability ☐ Integrated Communication ☐ Targeted Redevelopment
☐ Operational Effectiveness ☐ Community Inclusiveness ☐ Infrastructure & Asset Mgmt.

N/A

Background

Staff recommends that the EDA call a special meeting on October 25, 2021. The tentative agenda for the meeting includes the review of a Tax Increment Financing and Redevelopment Agreement with Real Estate Equities for the redevelopment of the former fire station at 2501 Londin Lane.

Attachments

1. None