

AGENDA
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY MEETING
6:45 P.M. Monday, January 13, 2025
City Hall, Council Chambers

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. December 09, 2024 Economic Development Authority Meeting Minutes

E. PUBLIC HEARING

None

F. UNFINISHED BUSINESS

None

G. NEW BUSINESS

1. Election of Officers
2. Contract for Thrive, Inc. Economic Development Strategy and Implementation Plan
3. Call for Special Meetings

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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**MEETING MINUTES
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY MEETING**

6:45 P.M. Monday, December 9, 2024
City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the Maplewood Economic Development Authority (EDA) was held in the City Hall Council Chambers and was called to order at 6:45 p.m. by President Abrams.

B. ROLL CALL

Marylee Abrams, President	Present
Rebecca Cave, Vice President	Present
Kathleen Juenemann, Commissioner	Present
Chonburi Lee, Commissioner	Present
Nikki Villavicencio, Commissioner	Present

C. APPROVAL OF AGENDA

Commissioner Lee moved to approve the agenda as submitted.

Seconded by Commissioner Cave Ayes – All

The motion passed.

D. APPROVAL OF MINUTES

1. November 12, 2024, Economic Development Authority Special Meeting Minutes

Commissioner Cave moved to approve the November 12, 2024 Economic Development Authority Special Meeting Minutes as submitted.

Seconded by Commissioner Juenemann	Ayes – Councilmember Cave
	Councilmember Juenemann
	Councilmember Lee
	Councilmember Villavicencio
	Abstain – Mayor Abrams

The motion passed.

E. PUBLIC HEARING

None

F. UNFINISHED BUSINESS

None.

G. NEW BUSINESS

1. 2025 EDA Calendar

Interim Community Development Director Martin gave the staff report.

Commissioner Junemann moved to approve the 2025 EDA Meeting Calendar with meetings on January 13, April 14, July 14, September 8, and December 8 in 2025.

Seconded by Commissioner Cave

Ayes – All

The motion passed.

2. Consent to Assignment of Tax Increment Financing, Assignment of Development Agreement and Form of Allonge Endorsement Regarding Gladstone Village II

Economic Development Authority Attorney Batty gave the staff report.

Commissioner Cave moved to authorize and direct the President and Executive Director to execute the Consent to Assignment of Tax Increment Financing, Assignment of Development Agreement and form of Allonge Endorsement attached hereto as Attachment 1.

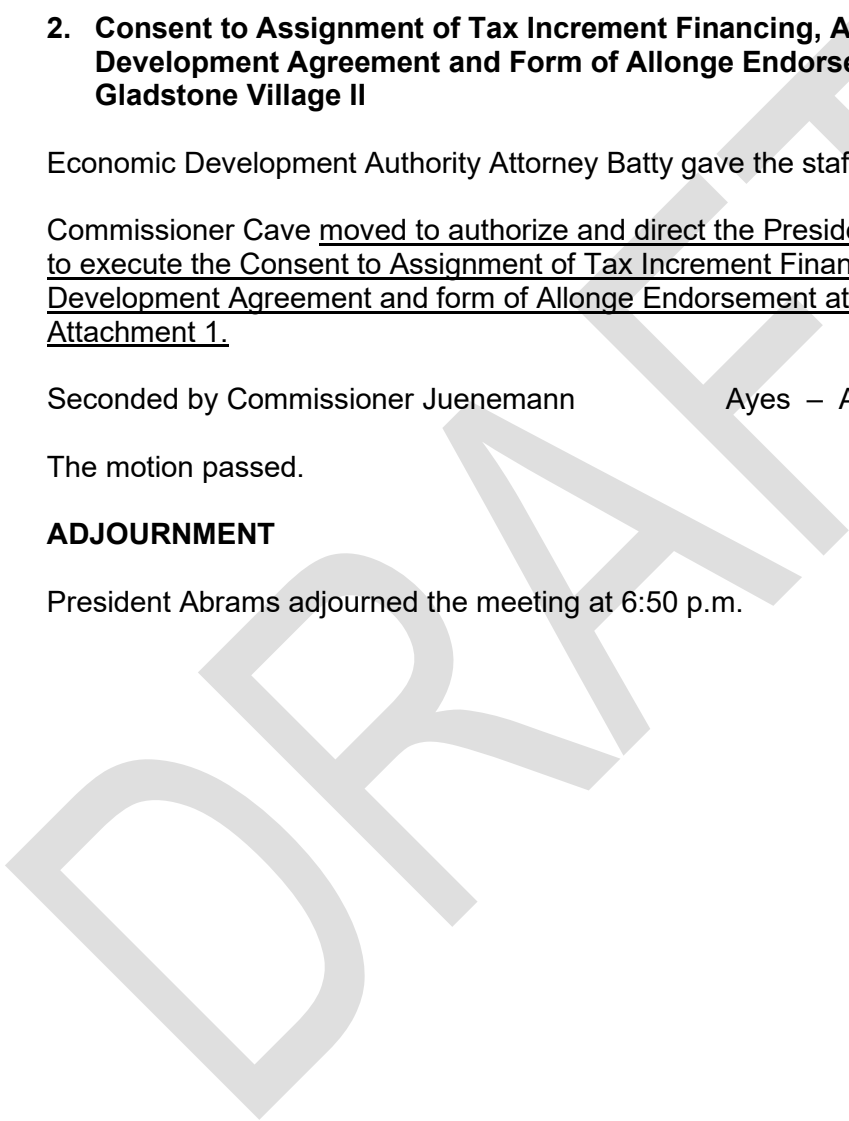
Seconded by Commissioner Juenemann

Ayes – All

The motion passed.

H. ADJOURNMENT

President Abrams adjourned the meeting at 6:50 p.m.



MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT
Meeting Date January 13, 2025

REPORT TO: Michael Sable, Executive Director
REPORT FROM: Michael Martin, AICP, Assistant Community Development Director
PRESENTER: Danette Parr, Assistant Executive Director
AGENDA ITEM: Election of Officers

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The Economic Development Authority (EDA) is a separate legal entity from the City of Maplewood and therefore has its own officers. Each year, the EDA appoints its officers, which include the president, vice president, treasurer, secretary, and assistant treasurer. The only statutory constraint is that the president and vice president must be different members. The offices of secretary and assistant treasurer need not be held by a commissioner; they are typically held by the city clerk and city finance director, respectively.

Recommended Action:

Motions to appoint the following as officers:

- _____ as President until the first meeting in 2026
- _____ as Vice President until the first meeting in 2026
- _____ as Treasurer until the first meeting in 2026
- _____ as Secretary until the first meeting in 2026
- _____ as Assistant Treasurer until the first meeting in 2026

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:

- Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship
- Integrated Communication Operational Effectiveness Targeted Redevelopment

N/A

Background:

The officers in 2024 were as follows:

- President – Commissioner Abrams
- Vice President – Commissioner Cave
- Treasurer – Commissioner Villavicencio
- Secretary – City Clerk Sindt
- Assistant Treasurer – Finance Director Rueb

Attachments:

None

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT
Meeting Date January 13, 2025

REPORT TO: Michael Sable, Executive Director

REPORT FROM: Michael Sable, Executive Director

PRESENTER: Michael Sable, Executive Director

AGENDA ITEM: Contract with Thrive, Inc. - Economic Development Strategy and Implementation Plan

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The Maplewood EDA has the authority to proactively develop policies, identify and direct resources, and support the expansion of quality housing and economic development in the City of Maplewood. Thrive Inc. has been identified as a key partner in the creation of a revised Economic Development Strategy and Implementation Plan.

Recommended Action:

Motion to approve an agreement with Thrive Inc. to create an Economic Development Strategy and Implementation Plan.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$48,000

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

Use of Reserves Other: EDA fund balance

Strategic Plan Relevance:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship

Integrated Communication Operational Effectiveness Targeted Redevelopment

The City supports targeted redevelopment and the leveraging of resources to expand the tax base while also creating housing options to meet the diverse needs of the community. In addition, the City promotes commercial development and business growth.

Background:

On August 12, 2024 the EDA began the first in a series of conversations regarding housing and economic development, including the following:

- Examine the role economic development plays in growing our tax capacity.
- Review tools available to support housing and economic development.
- Determine preferred options for utilizing the new Local Affordable Housing Aid (LAHA).
- Understand opportunities for partnerships in economic development.

- Create a business subsidy policy to reflect current priorities.
- Establish long-term priorities and strategies to support housing and economic development.
- Determine the value of establishing an ongoing dedicated funding source for economic development.
- Discuss development sites currently under construction and opportunity sites for potential future redevelopment and housing.

At the September 9, 2024 meeting, Ehlers and Associates reviewed the use of Tax Increment Financing (TIF) tools to further the development of the Gladstone Village II development. A key element of the discussion highlighted the legislative changes that impact TIF calculations and effectiveness in the future.

At the October 15, 2024 meeting, the EDA, Planning Commission, and Community Design Review Board participated in a citywide development tour to visit sites that showcased successful existing developments, as well as opportunity areas for future development and redevelopment.

Thrive Inc will facilitate creation of an EDA Strategic Plan, establish the Mission, Vision, and Values for economic development, establish priority development focus areas for economic prosperity (Tax Base Growth, Workforce Development/Jobs, Small Business Support, Housing Development, Developer Support, and Destination), create supporting data and case studies, development of financial tools, long-range financial planning, land inventory and analysis, tax base analysis, and developer recruitment.

This continues the multi-phase discussions to establish a vision, strategy, and dedicated resources to support the development of quality housing and economic development over the long term. In the future, city council will be asked to consider reimbursing the EDA through a funds transfer from Tax Increment Financing (TIF) Administrative Fees.

Attachments:

1. Thrive Inc – Maplewood Agreement
2. EDA Economic Development Strategy and Implementation Plan – Scope of Work

Professional Services Agreement

This contract (the “Agreement”) is made and entered into this the 13th day of January, 2025, between:

1. The City of Maplewood Economic Development Authority, Minnesota (the “City”), located at 1830 County Road B, in Maplewood, Minnesota; and
2. Thrive Consulting, LLC, (the “Contractor”), located at 3816 Garfield Av, in Minneapolis, Minnesota;

The City and the Contractor are referred to herein individually as a Party and collectively as the “Parties.”

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the City.
2. Scope of Services. The Contractor shall perform the work (the “Services”) as described in Exhibit A to this Agreement which is incorporated herein by reference.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

The Contractor shall not perform any additional Services without the express written permission of the City.

3. Term. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date.

A. Start date: The Contractor shall commence the provision of Services on January 13, 2025.

B. Completion Date: The Contractor shall complete the Services by September 1, 2025

If the Contractor refuses or fails to complete the Services, or to complete the Services in a manner satisfactory to the City, the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10)

days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor.

The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

4. Compensation. As consideration for the provision of the Services, the City agrees to pay the Contractor as follows: a total of \$48,000 payable on a monthly basis of \$8,000 for six months.

The Contractor shall submit a written invoice to the City upon completion of the Services outlining a summary of work tasks and deliverables with each invoice.

If the City objects to all or any portion of any invoice, the City shall notify the Contractor of the dispute within ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 8 of this Agreement.

5. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

6. Insurance Requirements.

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile

liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.

- C. Professional (Errors and Omissions) Liability Insurance. The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. The Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; 2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.
- D. Workers' Compensation. The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits are as follows:
- \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City.

7. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Ramsey County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.
- F. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- G. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
- H. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to EDA: Executive Director, Michael Sable via email:
Michael.sable@maplewoodmn.gov

Notice to Contractor: Founder and President, Breanne Rothstein, via email:
breanne@thrive-llc.com

- J. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, fire, earthquake, flood, and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- K. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Maplewood, Economic Development Authority, Minnesota

By: _____
Its President

And: _____
Its Secretary

Breanne Rothstein

Thrive Consulting, LLC

By: Breanne Rothstein
Its: Founder and President



Exhibit A To Professional Services Agreement

Date: *December 18, 2024*

To: **Mike Sable, City Manager, City of Maplewood**

From: **Breanne Rothstein, Founder of Thrive**

Re: **Proposal to Provide a Creation of an EDA Strategy and Implementation Plan**

Goal

To advance development in Maplewood. To grow tax base and add opportunities for housing and jobs. To put city owned land into productive use.

Project Overview

This scope includes the development and delivery of an EDA Strategic Plan. Phases I through III are designed to be completed quickly as level-setting and setting a firm foundation and political landscape to aid in implementation. The bulk of this project lies in an implementation plan, which includes identifying projects and high-level sources/uses for each project. A future phase could include project management support to deliver those projects.

Tasks and Deliverables for EDA Strategic Plan

Phase I: Level-Setting (needed if you have new members)

- what is the EDA and how is it different from the City?
- History of ED activities
- Existing plans, initiatives, directives

Deliverable and Timeline:

- slide deck
- meeting presentation
- February 2025

Phase II: Mission, Vision, Values

- What is the reason for existence?
- What is the ultimate state?
- How do we want to do our work?

Deliverable and Timeline:

2 hour session, with breakouts.



Homework ahead of the session, which takes 30 minutes of time.

Mission, Vision, Values established, to roll into plan

-March 2025

Phase III: Development of a Plan (Economic Inclusion/DEI lens)

Establish priorities and goals, within these categories of Economic Prosperity

- Tax Base Growth
- Workforce Development/Jobs
- Small Business Support
- Housing Development
- Developer Support
- Destinations

Deliverable and Timeline:

Goals and Supporting Data and Case Studies in each category of:

- Tax Base Growth – April 2025
- Workforce Development/Jobs – April 2025
- Developer Support – May 2025
- Small Business Support – May 2025
- Housing Development – May 2025

Phase IV: Implementation

Who is responsible? What is the timeline? What resources are needed and where do they come from?

- Financial Tools
- Land Inventory and Land Use Analysis
- Tax Base Analysis
- Developer Recruitment

Deliverable and Timeline:

- Implementation Matrix and Priorities -June 2025
- Summary of lots available – June 2025
- ED strategy for each area/lot – June 2025
- Financing strategy, champion, and timeline for each area – July 2025
- Recommendations for next steps/developer recruitment – July 2025

Fee: This plan is proposed to be completed for \$48,000 for six months of work, payable on a monthly basis of \$8,000.

Timeline: January 13, 2025 to September 1, 2025

**About Breanne**

Breanne Rothstein, AICP offers over 20 years of experience in community development and project management. She is passionate about project implementation and bringing vision to reality through complex project financing and public/private partnerships. Breanne is founder and CEO of Thrive Consulting, a firm that seeks to advance economic inclusion and bring financial resources from federal, state, and philanthropy to local communities. Breanne has worked on multi-million dollar partnerships like the Brooklyn Park Small Business Center, over a dozen housing projects, 20 comprehensive plans, and has been instrumental in advancing policy, programs, and projects for her clients. She has also helped cities deliver several multi-use, large development projects serving on the city side and working closely with developers. She is active in ULI, APA, and several other professional organizations. Breanne is committed to active listening, lifelong learning, and working collaboratively to solve tough problems.

MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY STAFF REPORT

Meeting Date January 13, 2025

REPORT TO: Michael Sable, Executive Director

REPORT FROM: Michael Martin, AICP, Assistant Community Development Director

PRESENTER: Danette Parr, Assistant Executive Director

AGENDA ITEM: Call for Special Meetings

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

In December 2024, the Economic Development Authority (EDA) established its regular meeting schedule for 2025, which generally meets quarterly. The EDA can cancel or add meetings as needed as agenda items arise.

Recommended Action:

Motion to call special meetings of the EDA on February 10, 2025, at 5:00 p.m. and March 10, 2025, at 5:00 p.m. in the City Hall Council Chambers to hold concurrent meetings with the Maplewood City Council to discuss economic development strategies.

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:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship

Integrated Communication Operational Effectiveness Targeted Redevelopment

N/A

Background:

Staff recommends that the EDA call special meetings on February 10, 2025, and March 10, 2025. The tentative agenda includes discussing economic development strategies. These meetings will be held concurrently with the City Council.

Attachments:

None