



AGENDA
REGULAR ECONOMIC DEVELOPMENT AUTHORITY MEETING

June 27, 2017

6:30 PM

Room 170

Todd Larson, Chair; Geraldine Jolley, Vice-Chair
Robyn Craig, Steve Wilson, Hannah Simmons
Jake Cordes, Steve Corraro

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVE AGENDA**
- 5. CITIZENS COMMENTS**
- 6. CONSENT AGENDA**
 - (a) Meeting Minutes (April 27, 2017 Regular Meeting)
 - (b) Monthly Financial Statements
- 7. PUBLIC HEARINGS**
- 8. DISCUSSION ITEMS**
 - (a) Downtown Facade Improvement Grant Program Application - Advance Auto Parts
 - (b) Approve Last Hope Closing Date Extension
 - (c) 2018 Business Climate DEED Ad
- 9. DIRECTOR'S REPORT**
 - (a) June Director's Report
- 10. ADJOURN**



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Economic Development Authority
FROM: Cynthia Muller, Administrative Assistant
SUBJECT: Meeting Minutes (April 27, 2017 Regular Meeting)
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

Please find attached the draft meeting minutes from the April 27, 2017, EDA meeting.

ACTION REQUESTED

Approve the April 27, 2017, EDA minutes.

ATTACHMENTS:

Type	Description
▣ Exhibit	Minutes

MINUTES
ECONOMIC DEVELOPMENT AUTHORITY
Regular Meeting
April 27, 2017

1. *CALL TO ORDER*

The meeting was called to order by Vice-Chair Jolley at 7:00 p.m.

Members Present: Jolley, Cordes, Simmons, Wilson

Members Absent: Larson, Craig, Corrado

Also Present: Adam Kienberger, Community Development Director; Laurie Crow, Open to Business

Audience: Laura Hanks, Mainstreet Nails; Eric Zeimet, E Z Auto Repair; Kara Hildreth, Farmington Independent

2. *PLEDGE OF ALLEGIANCE*

3. *ROLL CALL*

4. *APPROVE AGENDA*

Community Development Director Kienberger added item 8c) Downtown Façade Improvement Grant Program Application – E Z Auto Repair

MOTION by Wilson, second by Simmons to approve the Agenda. **APIF, MOTION CARRIED.**

5. *CITIZEN COMMENTS*

Member Simmons invited Laura Hanks to the meeting to inform the EDA about her business. She currently has a conditional use permit to have a one-room nail salon in her home. She would like to expand it to a full-day spa in her home. She will be meeting with the Planning Commission at their May meeting. Her business is Main Street Nails, 400 Main Street.

6. *CONSENT AGENDA*

MOTION by Cordes, second by Wilson to approve the Consent Agenda as follows:

a) Approved Meeting Minutes (March 23, 2017, Regular Meeting)

b) Received Monthly Financial Statements

APIF, MOTION CARRIED.

7. *PUBLIC HEARINGS*

8. *DISCUSSION ITEMS*

c) Downtown Façade Improvement Grant Program Application – E Z Auto Repair

Mr. Eric Zeimet recently purchased E Z Auto Repair, formerly M R Auto at 321 Elm Street. The façade work would include painting three sides of the exterior of the building and replacing existing lights with LED lights. The total project cost of \$5,485 makes him eligible for a \$2500 grant. **MOTION** by Simmons, second

by Wilson to approve the downtown façade improvement grant application in the amount of \$2500 for E Z Auto Repair. **APIF, MOTION CARRIED.**

b) Open to Business Program Update

Laurie Crow provided an update on the Open to Business program and how it is working in Farmington. The program is supported through the county and the city.

a) Downtown Façade Improvement Grant Program Application – Farmington Steak House

Ms. Ari Kontinakis, owner of the Farmington Steak House, 329 Third Street, has applied for a grant for new doors on the front and back of the building and a new awning. The project cost is \$5,967 and makes her eligible for a \$2500 grant.

MOTION by Cordes, second by Wilson to approve the downtown façade improvement grant application for the Farmington Steak House in the amount of \$2500. **APIF, MOTION CARRIED.**

8. DIRECTOR'S REPORT

The Rambling River Center Plaza Open House was held prior to the EDA meeting tonight. This is an action item from the downtown redevelopment plan.

At the April 17, 2017, City Council meeting, Community Development Director Kienberger presented the Community Development Annual Report.

The 2016-2018 Strategic Plan for Economic Development was provided.

The next regular EDA meeting is scheduled for May 25, 2017. Staff has a conflict on that date and there are no items at this time. Therefore, staff proposed to cancel the May EDA meeting. If any items do come in, a special meeting can be scheduled. Members agreed.

Member Wilson suggested having a joint meeting with the City Council in the future.

Member Jolley stated over 300 cars came to the shred fest last Saturday and over 9,000 lbs of shredding. People came from other communities and organizers received great comments. There are many things Farmington provides that other communities do not.

9. ADJOURN

MOTION by Wilson, second by Cordes, to adjourn at 8:18 p.m. **APIF, MOTION CARRIED.**

Respectfully submitted,

Cynthia Muller
Administrative Assistant



City of Farmington

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TO: Economic Development Authority
FROM: Adam Kienberger, Community Development Director
SUBJECT: Monthly Financial Statements
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

Please find attached the monthly financial statements for the EDA.

ACTION REQUESTED

ATTACHMENTS:

Type	Description
▣ Backup Material	June Financial Snapshot

EDA
Actual vs Budgeted
2017

Object Account	January Actual 2017	February Actual 2017	March Actual 2017	April Actual 2017	May Actual 2017	June Actual 2017	July Actual 2017	August Actual 2017	September Actual 2017	October Actual 2017	November Actual 2017	December Actual 2017	Dec YTD Actual 2017	Dec YTD Budget 2017	Dec YTD Actual Budget Variance 2017
Intergovernmental	0	0	0	0	9,000	0	0	0	0	0	0	0	9,000		9,000
Investment Income	(441)	244	323	317	0	0	0	0	0	0	0	0	442	2,374	(1,932)
Misc Revenue	0	0	5,000	0	0	0	0	0	0	0	0	0	5,000	0	5,000
Total Revenues	(441)	244	5,323	317	9,000	0	0	0	0	0	0	0	14,442	2,374	12,068
6401 - PROFESSIONAL SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	11,680	(11,680)
6403 - LEGAL	912	207	1,011	48	0	0	0	0	0	0	0	0	2,177	4,000	(1,823)
6404 - IT SERVICES	673	673	673	673	673	0	0	0	0	0	0	0	3,365	8,075	(4,710)
6422 - ELECTRIC	21	20	20	20	21	0	0	0	0	0	0	0	101	300	(199)
6426 - INSURANCE	10	10	10	10	10	0	0	0	0	0	0	0	50	200	(150)
6450 - OUTSIDE PRINTING	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	(1,000)
6455 - LEGAL NOTICES PUBLICATIO	0	0	22	0	0	0	0	0	0	0	0	0	22		22
6460 - SUBSCRIPTIONS & DUES	295	420	250	188	0	0	0	0	0	0	0	0	1,153	2,500	(1,348)
6470 - TRAINING & SUBSISTANCE	265	0	771	305	0	0	0	0	0	0	0	0	1,341	3,000	(1,659)
6485 - MILEAGE REIMBURSEMENT	0	0	208	0	0	0	0	0	0	0	0	0	208	1,000	(792)
6550 - DEVELOPER PAYMENTS	0	9,000	0	0	0	0	0	0	0	0	0	0	9,000		9,000
6570 - PROGRAMMING EXPENSE	0	0	5,716	0	0	0	0	0	0	0	0	0	5,716	13,500	(7,785)
Services and Charges	2,176	10,329	8,681	1,243	704	0	0	0	0	0	0	0	23,133	45,255	(22,122)
Total Exp	2,176	10,329	8,681	1,243	704	0	0	0	0	0	0	0	23,133	45,255	(22,122)
Transfers In	3,333	3,333	3,333	3,333	3,333	0	0	0	0	0	0	0	16,667	40,000	(23,333)
Transfers Out	(827)	0	0	0	0	0	0	0	0	0	0	0	(827)	0	(827)
Other Financing Sources	2,506	3,333	3,333	3,333	3,333	0	0	0	0	0	0	0	15,840	40,000	(24,160)
Net Change in Fund Balance	(111)	(6,752)	(25)	2,408	11,630	0	0	0	0	0	0	0	7,149	(2,881)	10,030



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TO: Economic Development Authority
FROM: Cynthia Muller, Administrative Assistant
SUBJECT: Downtown Façade Improvement Grant Program Application - Advance Auto Parts
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

As part of the Downtown Redevelopment Plan, business owners are encouraged to improve their buildings' front and back curb appeal through façade improvements such as awnings, paint, tuck pointing, exterior lighting, decorative signage, windows, doors, gutters, accessibility improvements, etc. The EDA has approved the creation of a Downtown Façade Improvement Grant Program to fund matching grants of \$1,500 up to \$2,500 out of a pool of \$20,000 annually.

Attached is an application from Advance Auto Parts for their building located at 210 Oak Street. They are requesting a grant to assist with improvements being planned for the building. These proposed improvements include:

- Removing 80% of the brick on the east half of the building front
- Repair any damage and replace with stucco

The total project cost is estimated to be \$11,500 including the grant request of \$2,500.

ACTION REQUESTED

Review and approve the attached Downtown Façade Improvement Grant application and contract for Advance Auto Parts.

ATTACHMENTS:

Type	Description
▣ Exhibit	Grant Application
▣ Exhibit	Grant Agreement

**Downtown Façade Improvement Program
Grant Application**



APPLICANT INFORMATION

NAME OF APPLICANT(S)

BUILDING OWNER GARY VAN ERP	TENANT ADVANCE Auto PARTS
ADDRESS 4650 TELEMARCK RD	ADDRESS 210 OAK ST.
CITY, STATE, ZIP Dundas, MN 55019	CITY, STATE, ZIP FARMINGTON, MN. 55024
PHONE 507-645-6820	PHONE 651-460-8334
EMAIL GARYVANERP@NORTHFIELDWIFI. com	EMAIL

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS ADVANCE Auto PARTS

ADDRESS 210 OAK ST.

CITY, STATE, ZIP FARMINGTON, MN. 55024

BUSINESS PHONE 651-460-8334

FEDERAL TAX ID# _____ DATE ESTABLISHED 1999

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME GARY VAN ERP INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

ESTIMATED DATE OF BUILDING CONSTRUCTION _____

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? NO

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

REMOVE 80% OF BRICK ON EAST 1/2 OF BUILDING
FRONT.

REPAIR ANY DAMAGE AND REPLACE WITH STUCCO

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE _____

ESTIMATED COST \$ 11,500.00

ELECTRICAL _____

ESTIMATED COST _____

TOTAL ESTIMATED COST ⁴ 11,500.00

FUNDING INFORMATION

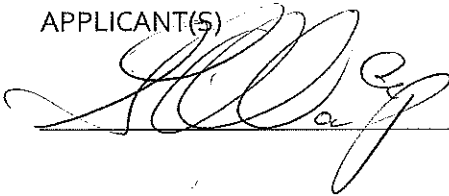
A 1:1 match is required by the applicant. For every dollar contributed to funding eligible project costs by the Downtown Façade Improvement Program, the applicant must contribute at least one dollar. The amount of grant to be awarded shall be \$1,500 up to \$2,500.

TOTAL GRANT AMOUNT REQUESTED \$ 2500.00 (\$1,500 up to \$2,500)

APPLICANT FUNDS \$ 9000.00

I/We declare that the information provided on this application and the accompanying attachments is true and complete to the best of my/our knowledge. I/We understand that any intentional misstatements will be grounds for disqualification and that the city of Farmington / EDA has the right to verify this information. I/We agree to provide the project coordinator reasonable access to information and reasonable access to the construction project site so that they may monitor project implementation.

APPLICANT(S)



DATE 6-8-17

DATE _____

DATE _____

NKN Construction LLC.
1112 Sunnyside Dr.
Farmington, MN 55024
Lic.# BC638653

INVOICE

Gary Van Erb
210 Oak St
Farmington Mn
55024

Invoice # 0001483

Invoice Date 06/04/2017

Due Date 06/04/2017

Item	Description	Unit Price	Quantity	Amount
Hours	Demo North Exterior Wall	1500.00	1.00	1,500.00
Hours	Reframe North Exterior Wall	1500.00	1.00	1,500.00
Service	Stucco	4800.00	1.00	4,800.00
Product	Permit	500.00	1.00	500.00
Service	Debris Removal	500.00	1.00	500.00
Product	Materials	2700.00	1.00	2,700.00
		Subtotal		11,500.00
		Total		11,500.00
		Amount Paid		0.00
		Balance Due		\$11,500.00

City of Farmington
Downtown Façade Improvement Program
Grant Agreement

This agreement is made and entered into this 22nd day of June, 2017 by and between Gary Van Erp (applicant), Advance Auto Parts (business name) at 210 Oak Street (address) (hereinafter referred to as “Grantee”) and the city of Farmington Economic Development Authority (EDA), a public body corporate and politic, having its principal offices at 430 Third Street, Farmington, Minnesota (hereinafter referred to as “Grantor”).

WHEREAS, the Grantor has established a Downtown Façade Improvement Program funded by the EDA to assist businesses in the downtown commercial district, as designated on the zoning map, with building façade improvements; and

WHEREAS, the Grantee has applied for Downtown Façade Improvement Program funds for façade improvements at 210 Oak Street (address); and

WHEREAS, the Grantor has reviewed the Grantee’s application and determined that the proposed improvement project meets the requirements of the Downtown Façade Improvement Program.

NOW THEREFORE, in consideration of the grant, the parties agree as follows:

1. The Grantor agrees to provide a maximum of \$2,500 in EDA funds to the Grantee for façade improvements.
2. The Grantee agrees to use the proceeds of the grant solely for façade improvements with a minimum project cost of \$5,000.
3. The project shall be completed in a timely manner and all grant funds must be used within six months from the date of the Grant Agreement. The agreement may be extended once, with the length of the extension to be determined on a case-by-case basis.
4. Grant funds will be paid on a reimbursement basis only after all improvements have been completed according to the authorized scope of work and have been accepted by the Grantor.
5. The Grant Agreement will be terminated 90 days from the date of the agreement if construction work has not yet begun.
6. The Grantee shall defend, indemnify, and hold harmless the officers and employees of the Grantor from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expense resulting from or alleged to result from Grantee’s operations under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereby executed this agreement as of the year and date above.

GRANTOR:
CITY OF FARMINGTON

GRANTEE:
ADVANCE AUTO PARTS

BY: _____

BY: _____

ITS: _____

ITS: _____



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TO: Economic Development Authority
FROM: Cynthia Muller, Administrative Assistant
SUBJECT: Approve Last Hope Closing Date Extension
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

On March 23, 2017, the EDA approved a Contract for Private Development with Last Hope for construction of a building on the Riste lot, at 209 Oak Street. A copy of this contract is attached for your reference. The closing date was set for June 30, 2017. Because the Last Hope board is still working on finalizing plans and costs with a contractor, they are requesting to extend the closing date for the sale of the Riste lot to August 31, 2017, or sooner if possible. Site plans should be presented to the EDA on or before August 24, 2017. Because of this, the date to begin construction has also been moved to on or before April 30, 2018.

An Amendment to the Contract for Private Development is attached. The developer has one year from the date of the amendment to complete the improvements.

ACTION REQUESTED

Approve the Amendment to Contract for Private Development with Last Hope for the sale of the Riste lot, 209 Oak Street.

ATTACHMENTS:

Type	Description
▣ Contract	Original Contract for Private Development
▣ Contract	Amendment to Contract for Private Development

(reserved for recording information)

CONTRACT FOR PRIVATE REDEVELOPMENT

LAST HOPE

THIS AGREEMENT, made on or as of the 13th day of March, 2017, by and between the **ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR THE CITY OF FARMINGTON**, a public body corporate and politic under the laws of the State of Minnesota (the "EDA") and **LAST HOPE**, a Minnesota non-profit corporation (the "Developer").

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090-.108 and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Farmington pursuant to Section 469.093 of the Act; and

WHEREAS, pursuant to the Act, the EDA is authorized to undertake certain activities to prepare real property for development and redevelopment by private enterprise; and

WHEREAS, there has been a proposal that the EDA approve the sale of the real property described in Exhibit "A" attached hereto (the "Property") to the Developer for development of at least a 1,900 square foot office building, together with appropriate landscaping and parking area in the City of Farmington (the "Project"), as depicted in Exhibit "B"; and

WHEREAS, Developer has proposed to construct the Project which will create new jobs within the City of Farmington; and

WHEREAS, the EDA believes that the Project and fulfillment generally of this Agreement is in the best interest of the EDA and the health, safety, morals and welfare of the

residents of the City of Farmington and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

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

In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 469.090-.108, as amended.

"Agreement" [or **"Contract"**] means this Contract for Private Development by and between the EDA and the Developer, as the same may be from time to time modified, amended or supplemented.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

"City" means the City of Farmington, Minnesota.

"County" means the County of Dakota, Minnesota.

"Deed" means the limited warranty deed described in Section 3.1 to be executed by the EDA conveying the Property to the Developer.

"Developer" means Last Hope, or any assigns that have received prior written approval from the EDA.

"EDA" means the Farmington Economic Development Authority.

"Event of Default" means an action by the Developer listed in Article VII of this Agreement.

"Minimum Improvements" means at least a 1,900 square foot office building, landscaping, parking area and appurtenant improvements constructed on the Property by the Developer as depicted on Exhibit "B", in accordance with all applicable local, state and federal regulations governing such facilities, and in conformance with site plans as the same have been submitted to the EDA.

"Parties" means the Developer and the EDA.

"Party" means either the Developer or the EDA.

"Project" means the Property and the completed Minimum Improvements thereon.

"Property" means the two parcels of real property as legally described in Exhibit "A" attached hereto.

"Purchase Price" means the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), which the Developer shall pay the EDA for the purchase of the Property.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays outside the control of the Party claiming its occurrence which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays. Unavoidable delays shall not include delays in the Developer's obtaining permits or governmental approvals necessary directly to enable construction of the Minimum Improvements.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the EDA. The EDA represents and warrants that:

- (a) The EDA is a public body corporate and politic duly organized and existing under the laws of the State. Under the provisions of the Act and the laws of the State, the EDA has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) The activities of the EDA are undertaken for the purpose of creating additional job opportunities within the City and to enhance the economic diversity of the City and to provide essential products and services within the City.
- (c) The EDA makes no representation or warranty, either express or implied, as to the Property or its condition or soil conditions thereon, or that the Property is suitable for the Developer's needs except as specifically set forth in this Agreement.
- (d) Subject to satisfaction of the terms and conditions of this Agreement, the EDA will convey the Property to the Developer for development in accordance with the terms of this Agreement.
- (e) The EDA has no actual knowledge that a "well" (as defined in Minnesota Statutes Section 103I.005, subd. 21) is located on the Subject Property.

- (f) The EDA has no actual knowledge of an "individual sewage treatment system" (as defined in Minnesota Statutes Section 115.55, subd. 1(g)) located on the Subject Property.
- (g) The EDA certifies that, as of the date hereof, no methamphetamine production has occurred on the Property, pursuant to Minn. Stat. § 152.0275.

All representations and warranties shall survive Closing for a period of two (2) years.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

- (a) The Developer has the capacity to enter into this Agreement and to perform its obligations hereunder.
- (b) When the Property is conveyed to the Developer, the Developer will construct, operate and maintain the Minimum Improvements upon the Property in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).
- (c) The Minimum Improvements will be constructed by the Developer, at its sole expense, in such manner, and at such expense as are necessary to make the Property usable by the Developer, including all such improvements as are necessary to make said facility comply with all applicable federal, state and local rules, regulations, ordinances and laws.
- (d) The Developer will use its best efforts to construct the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.
- (e) The Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals and to 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 Minimum Improvements may be lawfully constructed. The EDA will cooperate to expedite the processing of any application filed with the City by the Developer. The EDA does not hereby warrant or represent that the City will approve an application filed by Developer, except as expressly provided in this Agreement.
- (f) The Developer will cooperate with the EDA, and the EDA will cooperate with the Developer with respect to any litigation commenced with respect to the Property or the Minimum Improvements.

- (g) The Developer will construct the Minimum Improvements on the Property in accordance with the plans approved by the EDA and will commence construction of the Minimum Improvements on or before December 31, 2017.
- (h) 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 corporate restriction or any evidences 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.
- (i) Whenever any Event of Default occurs and if the EDA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the EDA, pay to the EDA the reasonable fees of such attorneys and such other expenses so incurred by the EDA.

ARTICLE III.

CONVEYANCE OF PROPERTY

Section 3.1. Status of Property. Subject to the satisfaction of the terms and conditions of this Agreement, the EDA agrees to sell the Property to the Developer and the Developer agrees to purchase the Property from the EDA in "as-is" condition through the execution and delivery of a limited warranty deed containing a right of reversion as provided under Section 6.3 of this Agreement and conveying marketable title to the Subject Property, subject to:

- (a) building and zoning laws, ordinances, state and federal regulations;
- (b) restrictions related to use or improvements of the Property do not affect Developer's intended use or improvement of the Property;
- (c) easements that do not interfere with Developer's intended improvements and use;
- (d) reservations of minerals or mineral rights to the State of Minnesota; and

Section 3.2. Conditions Precedent to Conveyance of Property.

- (a) The EDA's obligation to convey the Property shall be subject to the satisfaction of, or waiver in writing by the EDA of, all of the following conditions precedent:
 - (i) The Developer not being in default under the terms of this Agreement;

- (ii) The Developer having secured all governmental permits and approvals, including building permits necessary to be obtained in order to permit conveyance of the Property to Developer and construction of the Minimum Improvements;
 - (iii) The Developer shall have submitted to the EDA and the EDA shall have approved Construction Plans for the Minimum Improvements pursuant to Article IV of this Agreement.
- (b) The Developer shall be obligated to accept title to the Property subject to satisfaction, or waiver in writing by the Developer, of the following conditions precedent:
- (i) The EDA not being in default under the terms of this Agreement; and
 - (ii) The Developer having secured the EDA's approval of the Construction Plans and all other governmental permits and approvals, including building permits necessary to construct the Minimum Improvements; and
 - (iii) At or before Closing, Developer having determined that it is satisfied, in its sole discretion, with the results and matters disclosed by a Phase I Environmental Audit and any other environmental tests of the Property completed under the terms of this Agreement, including soil tests.

If the contingencies have not been satisfied or waived by the parties on or before the respective dates set forth above, then the respective party may elect to terminate this Agreement by written notice delivered to the other party. Upon such termination, the Earnest Money shall be immediately refunded to Developer and upon such return neither party will have any further rights or obligations regarding this Agreement or the Property. If either party fails to terminate prior to Closing, then the contingencies pertaining to each such respective contingency shall be deemed waived by the party entitled to assert the contingency and the parties shall perform under this Agreement. If this Agreement is terminated as permitted under the terms of this Section, then upon request by EDA, EDA and Developer agree to sign a cancellation of this Agreement or Developer shall deliver a Quit Claim Deed to the Property to EDA. Developer agrees to diligently proceed to satisfy the conditions of this Section.

Section 3.3. Purchase Price. The purchase price for the Subject Property shall be payable by Developer as follows:

- (a) Five Thousand and No/100 Dollars (\$5,000.00) as earnest money, the receipt of which is hereby acknowledged by the EDA, but which shall be applied to the purchase price hereunder ("Earnest Money"). The Earnest Money shall be non-refundable except in the event of termination of this Agreement by Developer pursuant to Section 3.2 hereof; and

- (b) The balance payable in cash, certified funds or wire transfer paid to the EDA at Closing.

Section 3.4. Closing.

- (a) Within ten (10) days after the satisfaction and/or waiver of all of the conditions contained in Section 3.2 of this Agreement, and in any event no later than June 30, 2017 ("Closing Date") provided all conditions precedent for the EDA and Developer to close have either been met or waived, and the Developer pays the EDA the Purchase Price, the EDA shall convey the Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company (as hereinafter defined). This closing shall be at a location mutually agreed upon by the parties.
- (b) The Developer shall take possession of the Property upon execution and delivery of the Deed by the EDA at closing.
- (c) The Deed shall be in recordable form and shall be promptly recorded along with this Agreement.
- (d) At Closing, the Developer shall pay:
 - (i) title insurance premiums, if any;
 - (ii) one-half of closing costs;
 - (iii) the cost for any environmental investigation or tests by Developer; and
 - (iv) all taxes payable in accordance with the terms of this Agreement.
- (e) At Closing, the EDA shall pay:
 - (i) state deed tax relating to the conveyance of the Property and conservation fees;
 - (ii) recording fees for corrective instruments required to remove encumbrances and place marketable title in Developer's name;
 - (iii) all taxes and assessments payable in accordance with this Agreement; and
 - (iv) all title insurance company fees for issuance of a title commitment.
- (f) All costs incidental to the Closing not otherwise specifically allocated under this Agreement shall be allocated in accordance with the custom and practice for similar transactions in Minnesota.

Section 3.5. Title. The City shall within fifteen (15) days after the date of this Agreement, at its sole cost and expense, obtain a current commitment for the issuance of a ALTA Form B owner's policy of title insurance (the "Commitment") issued by a title company ("Title Company") committing to insure that Developer will have good and marketable title to the Property free and clear of all liens, restrictions, covenants and encumbrances except those

liens, restrictions, covenants and encumbrances currently of record and otherwise identified in Section 3.1 (the "Permitted Encumbrances"). A mortgage, monetary lien or any other lien or encumbrance against the property shall be deemed to be a title objection. In the event any exceptions are listed in the Commitment (except for Permitted Encumbrances), if the EDA does not immediately remove the exceptions, the Developer shall have the right to waive such exceptions, in which event the limited warranty deed to be delivered at Closing shall except such objections, or terminate this Agreement as the Developer's sole and exclusive remedy and in such event neither the EDA nor the Developer shall have any obligations or liability to the other hereunder, and the Earnest Money shall be returned to Developer.

Section 3.6. Physical Inspection. Developer and its agents will have the right, from time to time prior to the Closing, to enter upon the Subject Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Developer determines to be reasonably necessary, all at Developer's sole cost and expense. Developer will conduct such examinations or surveys during normal business hours to the extent practicable. Developer will conduct all examinations and surveys of the Subject Property in a manner that will not harm or damage the Subject Property so that it cannot be restored to its prior condition or cause any claim adverse to the EDA and will restore the Subject Property to its condition prior to any such examinations or surveys immediately after conducting the same. Developer will indemnify, defend, and hold the EDA harmless from and against any claims for injury or death to persons, damage to property or other losses, damages or claims, including, in each instance, reasonable attorneys' fees and litigation costs, arising out of any action of any person or firm entering the Subject Property on Developer's behalf as aforesaid, which indemnity will survive the Closing and any termination of this Agreement without the Closing having occurred. Notwithstanding the foregoing, Developer will not be liable merely for the discovery of a pre-existing condition at the Subject Property.

Section 3.7. Charges to be Paid by Developer. Developer shall be responsible for all appropriate fees in connection with issuance of a building permit. Developer shall not be responsible for fees associated with land development, such as, but not limited to: park dedication, sanitary and water trunk fees, GIS fees. Developer shall be responsible for City engineering fees for review and inspection of Constructions Plans and improvements not covered by the building permit fees for private improvements directly related to the Property such as, but not limited to, inhouse and/or consulting engineering fees for public utility connections, parking improvements located on the Property and landscaping located in or associated with work in the City right of way, alley, curb, and sidewalk areas. Developer shall be responsible for any costs for repair or maintenance to City property caused by Developer's construction of the Minimum Improvements.

ARTICLE IV.

CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Property in accordance with construction plans

approved by the EDA, (the "Construction Plans") and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition.

Section. 4.2. Construction Plans.

- (a) On or before June 30, 2017, the Developer shall submit to the EDA a site plan for the Property ("Site Plan") and the Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Site Plan, and all applicable state and local laws and regulations. The EDA and/or the City Building Official shall approve the Construction Plans in writing if, in the reasonable discretion of the EDA and/or City Building Official: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local law, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for the construction of the subject Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds which will be available to the Developer for the construction of the Minimum Improvements; and (v) no Event of Default has occurred and is continuing. No approval by the EDA and/or City Building Official under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the EDA and/or City Building Official shall constitute a waiver of an Event of Default. The EDA and/or City Building Official shall review the Construction Plans within thirty (30) days of submission of a complete set of Construction Plans and either approve the same or provide Developer with a list of specific required changes to be made to the Construction Plans. Upon making the specific changes to the Construction Plans as required by the EDA and/or City Building Official, the Developer shall submit the Construction Plans with the required changes to the City Building Official for his approval and if Developer made the required changes, the Construction Plans shall be approved.
- (b) If the Developer desires to make any material change in any Construction Plans after their approval by the EDA and/or City Building Official, the Developer shall submit the proposed change to the City Building Official for his approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the EDA and/or City Building Official shall approve the proposed change and notify the Developer in writing of its approval.

Section 4.3. Construction of Minimum Improvements. The Developer shall commence construction of the Minimum Improvements on or before December 31, 2017.

Subject to Unavoidable Delays, the Developer shall substantially complete construction of the Minimum Improvements, except for minor "punch list items", within one (1) year of the date of this Agreement.

Section 4.4. Construction Requirements. In constructing the Minimum Improvements, the Developer shall comply with all federal, state and local laws and regulations.

Section 4.5. Failure to Accept Title to Property or to Construct. In the event all conditions precedent herewith are met or waived and the Developer fails to accept title to the Property pursuant to Article III or construction of the Minimum Improvements is not commenced or completed as provided in Section 4.3 of this Agreement (subject to the provisions of Article VII hereof), the Developer shall be liable to the EDA for the amount of the EDA's actual expenses related to this Agreement as liquidated damages.

ARTICLE V.

REAL PROPERTY TAXES

Section 5.1 Taxes and Deferred Assessments. Except as otherwise provided herein, the EDA shall pay all general real estate taxes and installments of special assessments due and payable in the year prior to the Date of Closing and years prior thereto. The EDA and Developer shall prorate all general real estate taxes due and payable on the Subject Property in the year in which the Date of Closing occurs on a per diem basis. Except as otherwise provided below, EDA shall pay on or before Closing all levied and pending special assessments associated with the Subject Property as of the date of this Agreement.

ARTICLE VI

Events of Default

Section 6.1. 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 (unless the context otherwise provides), any one or more of the following events:

- (a) Failure by the Developer to pay when due any payments required to be paid under this Agreement or to pay when due ad valorem taxes on the Property.
- (b) Failure by the Developer to commence, diligently pursue and complete construction of the Minimum Improvements, or portions thereof, pursuant to the terms, conditions and limitations of this Agreement.
- (c) Failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
- (d) The Developer does any of the following prior to completion of construction of the Minimum Improvements: (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution,

or similar relief under United States Bankruptcy Laws or any similar federal or state laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admit, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

- (e) If any warranty or representation by the Developer in this Agreement is untrue in any material respect.
- (f) Failure by EDA to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
- (g) If any warranty or representation by the EDA in this Agreement is untrue in any material respect.

Section 6.2. EDA's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 6.1 of this Agreement occurs, the EDA may take any one or more of the following actions and unless otherwise provided such actions may be taken only after providing thirty (30) days written notice to the Developer of the Event of Default and the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not provide assurances to the EDA reasonably satisfactory to the EDA that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the EDA, that the Developer will cure its default and continue its performance under the Agreement.
- (b) Terminate this Agreement;
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the EDA to collect any payments due or damages arising under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 6.3. Revesting Title in EDA Upon Happening of Event Subsequent to Conveyance to Developer. In the Event that subsequent to the execution and delivery of the Deed the Developer shall fail to complete construction of the Minimum Improvements in conformity with this Agreement and such failure shall not be cured within thirty (30) days after written notice to do so, or within a reasonable amount of time thereafter if Developer is diligently proceeding with the construction of the Minimum Improvements, then the EDA shall have the right to immediately re-enter and take possession of the Property and to terminate (and re-vest in the EDA) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Developer and failure on the part of

the Developer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the EDA at its option may declare a termination in favor the EDA of the title, and all of the rights and interests in and to the Property conveyed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the EDA. If Developer provides a title commitment and warranty deed to the Property in lieu of reversion, the EDA shall pay to Developer 90% of that portion of the Purchase Price actually paid by Developer to the EDA. The warranty deed shall convey fee title to the Property to Developer, subject only to the encumbrances identified under Section 3.1 of this Agreement. The title commitment required under this section shall be a current commitment for the issuance of an ALTA Form B owner's policy of title insurance issued by Title Company committing to insure good and marketable title to the Property in favor of the EDA. A deed of trust, mortgage, monetary lien or any other lien or encumbrance against the Property shall be deemed to be a title objection. Upon request, the EDA shall release the right of reverter if the Minimum Improvements are completed and a certificate of occupancy or temporary certificate of occupancy have been issued for the Subject Property.

Section 6.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA 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 6.5. Attorneys' Fees. Whenever any Event of Default occurs and either the EDA shall employ attorneys or incur expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the EDA pay to the EDA the reasonable fees of such attorneys and such other expenses so incurred by the EDA; provided, that the Developer shall only be obligated to make such reimbursement if the other party prevails in such collection or enforcement action.

Section 6.6 Developer's Remedies on Default. Whenever any Event of Default by EDA referred to in Section 6.1 of this Agreement occurs, the Developer may take any one or more of the following actions and unless otherwise provided such actions may be taken only after providing thirty (30) days written notice to the EDA of the Event of Default and the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the EDA does not provide assurances to the Developer reasonably satisfactory to the Developer that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Up to the Closing:

- (i) suspend its performance under the Agreement until it receives assurances from the EDA, deemed adequate by the Developer, that the EDA will cure its default and continue its performance under the Agreement; or
 - (ii) terminate this Agreement; or
- (b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the Developer to collect any damages arising under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant of the EDA under this Agreement.

ARTICLE VII.

ADDITIONAL PROVISIONS

Section 7.1. Certificate of Completion. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of this Agreement, the EDA will furnish Developer with a certificate of completion substantially in the form shown at Exhibit "C" (the "Certificate of Completion"). Such certification by the EDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements, and shall operate to forever waive the EDA's interest in the Property, including the right of reverter.

If the EDA shall refuse or fail to provide any certification in accordance with the provisions of this Section 7.1, the EDA shall, upon demand, provide Developer with a written statement, indicating in adequate detail in what respect Developer has failed to complete the Minimum Improvements in accordance with the provision of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the EDA, for Developer to take or perform in order to obtain such certification. Upon Developer's completion of the items so described by the EDA, the EDA shall deliver a fully executed Certificate of Completion to Developer.

Section 7.2. Restrictions on Use. The Developer agrees for itself and its successors and assigns and every successor in interest to the Property, or any part thereof, that the Developer and such successors and assigns shall devote the Property to, and only to, and in accordance with, the uses specified in the City Code.

Section 7.3. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and nondiscrimination laws and regulations.

Section 7.4. Conflicts of Interest. No member of the governing body or other official of the EDA shall have any financial interest, direct or indirect, in this Agreement, 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 personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the EDA shall be personally liable to the Developer or any successors in interest, in the event of any default or breach by the EDA or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 7.5. Waiver and Release by Developer. The Developer hereby waives, releases and forever discharges the EDA from any claim for costs incurred in preliminary plans, specifications, site testing improvements, professional fees or legal fees in connection with the Project.

Section 7.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.7. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the 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

- (a) In the case of the Developer, is addressed or delivered personally to:

Last Hope
19161 Echo Lane
Farmington, Minnesota 55024-9187

- (b) In the case of the EDA, is addressed or delivered personally to:

Economic Development Authority in
and for the City of Farmington
c/o City of Farmington
430 Third Street
Farmington, Minnesota 55024

with a copy to:

Andrea McDowell Poehler
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

- (c) Either Party may, upon written notice to the other Party, change the address to which such notices and demands are made.

Section 7.8. Disclaimer of Relationship. The Developer acknowledges that nothing contained in this Agreement nor any act by the EDA or the Developer shall be deemed or construed by the Developer or any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner or joint venture between the EDA and the Developer.

Section 7.9. Covenants Running with the Land. The terms and provisions of this Agreement shall be deemed to be covenants running with the Property and shall be binding upon any successors or assigns of the Developer and any future owners or encumbrancers of the Property.

Section 7.10. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.11. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

Section 7.12. Facsimile Signature. The parties hereto acknowledge and agree that in order to expedite the signing of this Agreement and the processing, and review and compliance with the terms hereof, the parties may utilize facsimile equipment to transmit and convey signatures hereto and such other information as may be necessary. With respect to any such transmission bearing a signature for any party hereto and on which the receiver is or may be reasonably expected to rely, than if such a facsimile transmission is corroborated by regular facsimile printout showing the telephone number from which transmitted together with a date and time of transmission, it shall be binding on the sending party and may be relied upon by the party receiving the same. The sending party hereby acknowledges such reliance and weighs any defenses to the use of such documents or signatures.

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

[Remainder of page intentionally left blank.]
[Signature pages to follow.]

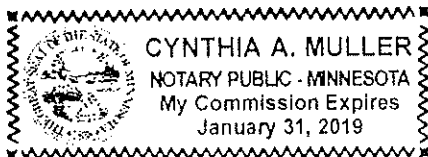
ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF FARMINGTON

By: [Signature]
Todd Larson [print name]
Its President

By: [Signature]
Adam Kienberger [print name]
Its Executive Director

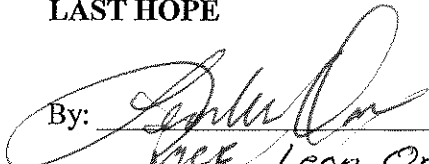
STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Todd Larson and Adam Kienberger, respectively, the President and Executive Director, of the Economic Development Authority in and for the City of Farmington, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the public body corporate and politic.



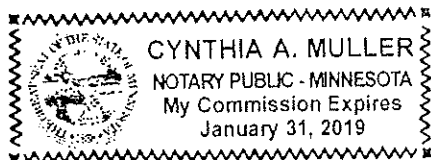
Cynthia A. Muller
Notary Public

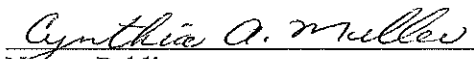
LAST HOPE

By: 
VICE Leon Orr [print name]
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Leon Orr, the President of Last Hope, a Minnesota non-profit corporation, on its behalf.




Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The North 15 feet of the South 90 feet of the East 21 feet of Lot 3, Block 22, Town of Farmington, Dakota County, Minnesota.

(Abstract Property)

AND

That part of Lots Three (3) and Four (4), Block Twenty-two (22), Town of Farmington, described as follows:

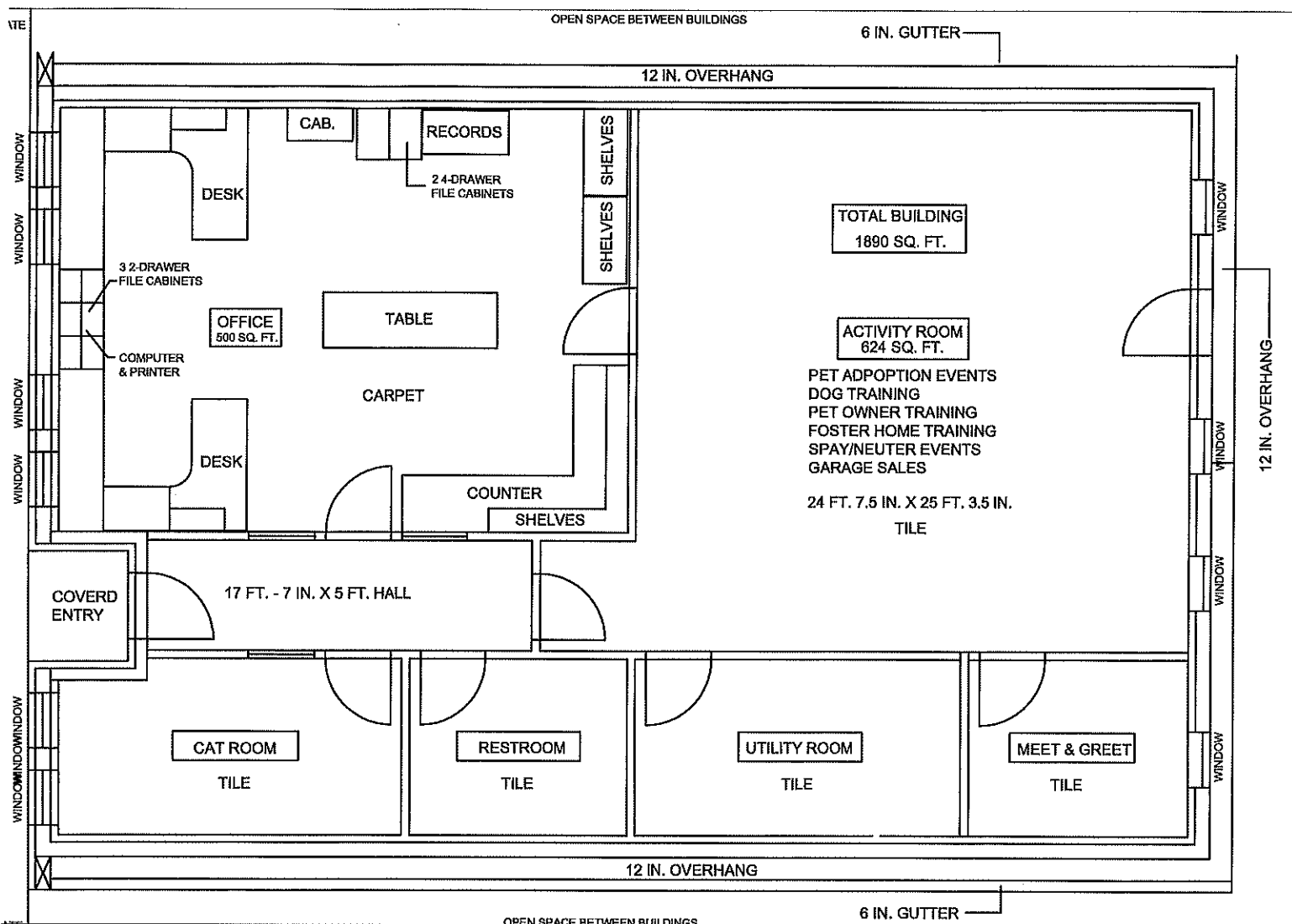
Commencing at the Southeast (SE) corner of Lot Three (3), Block Twenty-two (22); thence West Twenty-one (21) feet; thence North Seventy-five (75) feet; thence East Twenty-one (21) feet; thence North Fifteen (15) feet; thence East Forty (40) feet; thence South Twenty (20) feet; thence West Twenty (20) feet; thence South Seventy (70) feet; thence West Twenty (20) feet to the place of beginning, except that part of Lot Four (4), Block Twenty-two (22), Town of Farmington, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Lot Three (3), Block Twenty-two (22); thence West 21 feet; thence North 75 feet; thence East 21 feet; thence North 15 feet; thence East 20 feet to the point of beginning of the land to be described; thence continuing East 20 feet; thence South 20 feet; thence West 20 feet; thence North 20 feet to the point of beginning.

(Torrens Property/Certificate of Title No. 139488)

[209 Oak Street, Farmington, Minnesota / PIN # 14-77000-22-043]

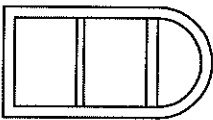
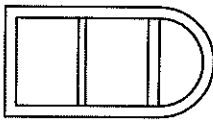
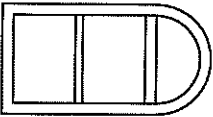
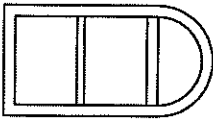
EXHIBIT "B"
DEPICTION OF THE PROJECT



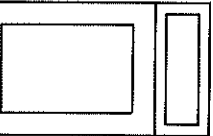
XCEL ENERGY BUILDING

GATE
BETWEEN
BUILDINGS

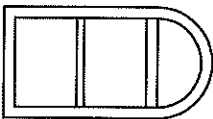
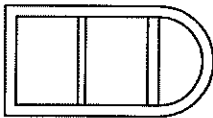
RED BRICK



ENTRY
DOOR



RED BRICK

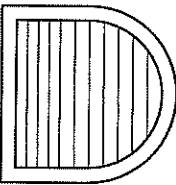


GATE
BETWEEN
BUILDINGS

OLD HISTORIC BUILDING

HARDPLANK SHINGLES

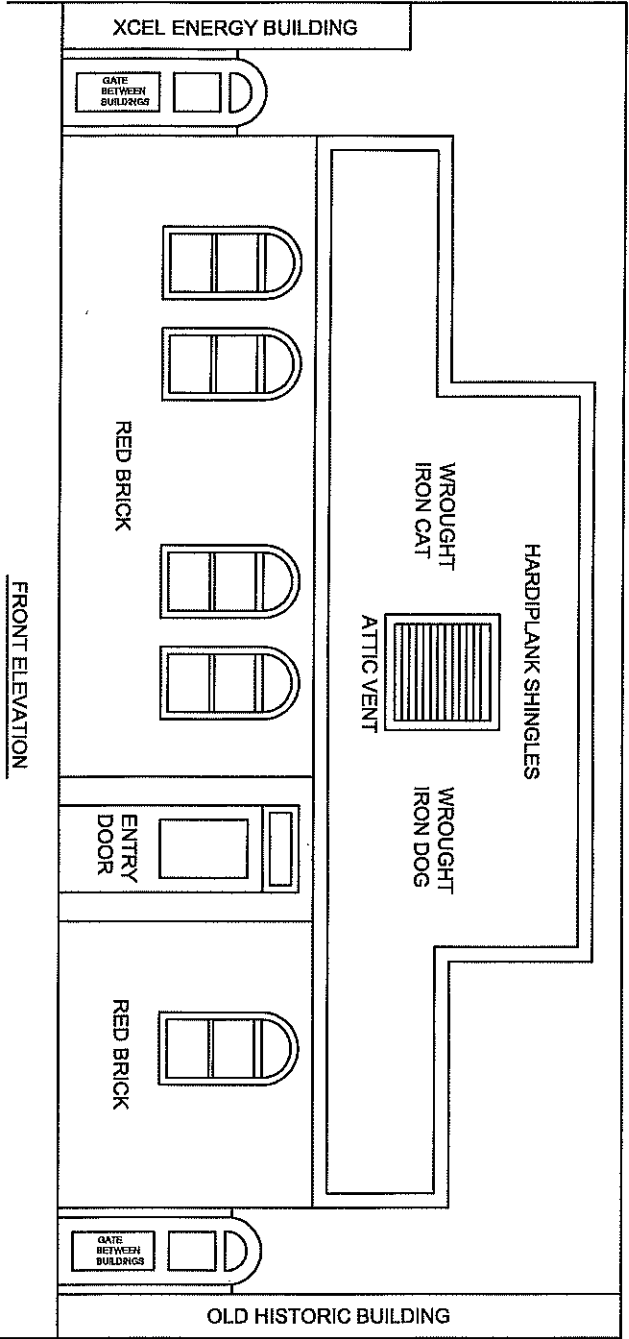
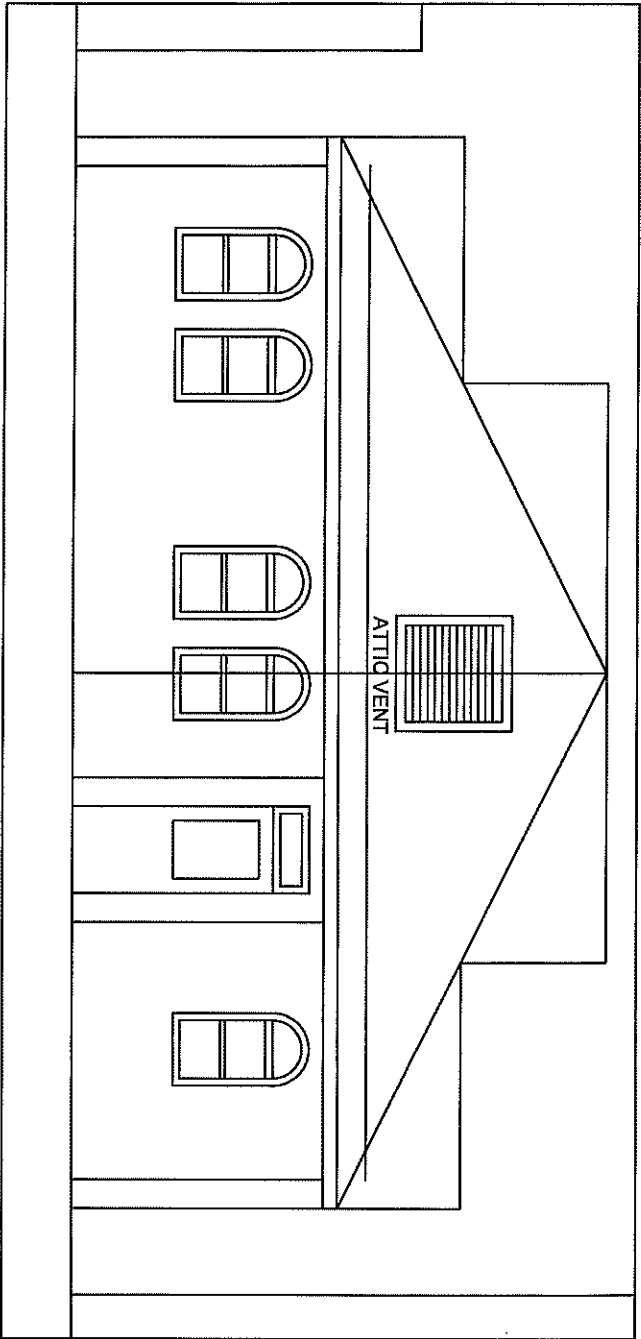
WROUGHT
IRON CAT



ATTIC VENT

WROUGHT
IRON DOG

FRONT ELEVATION



FRONT ELEVATION

EXHIBIT "C"

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that **LAST HOPE**, a Minnesota non-profit corporation ("Developer") has fully complied with its obligations to construct the Minimum Improvements under that document titled Contract for Private Development dated _____, 20__, by and between the Economic Development Authority in and for the City of Farmington (the "EDA") and Developer, and that Developer is released and forever discharged from its obligations under the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements, and the EDA waives any right, title or interest it may have in the Property, including a right of reverter. The Dakota County Recorder's Office is hereby authorized to accept for recording the filing of this instrument, to be a conclusive determination of the satisfaction and termination of the covenants and conditions of the Contract for Private Development described above.

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

**ECONOMIC DEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF FARMINGTON**

By: _____
[print name]
Its President

By: _____
[print name]
Its Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ and _____, respectively, the President and Executive Director, of the Economic Development Authority in and for the City of Farmington, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the public body corporate and politic.

Notary Public

(reserved for recording information)

AMENDMENT
TO
CONTRACT FOR PRIVATE REDEVELOPMENT

LAST HOPE

THIS AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT ("AMENDMENT"), made on or as of the ____ day of _____, 2017, by and between the **ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR THE CITY OF FARMINGTON**, a public body corporate and politic under the laws of the State of Minnesota (the "EDA") and **LAST HOPE**, a Minnesota non-profit corporation (the "Developer").

WITNESSETH:

WHEREAS, the EDA and Developer entered into a Contract for Private Redevelopment dated March 23, 2017, ("Contract") for the Property legally described in Exhibit A; and

WHEREAS, Developer has requested a delay in closing and the date for substantial completion of Minimum Improvements to address construction contract issues; and

WHEREAS, the EDA agrees to the delays in accordance with the terms of this Amendment;

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:

1. AMENDMENT TO SECTION 2.2. Section 2.2 of the Contract, subsection (g) is amended to read as follows:

- (g) The Developer will construct the Minimum Improvements on the Property in accordance with the plans approved by the EDA and will commence construction of the Minimum Improvements on or before April 30, 2018.

2. AMENDMENT TO SECTION 3.4. Section 3.4 of the Contract, subsection (a) is amended to read as follows:

- (a) Within ten (10) days after the satisfaction and/or waiver of all of the conditions contained in Section 3.2 of this Agreement, and in any event no later than August 31, 2017 ("Closing Date") provided all conditions precedent for the EDA and Developer to close have either been met or waived, and the Developer pays the EDA the Purchase Price, the EDA shall convey the Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company (as hereinafter defined). This closing shall be at a location mutually agreed upon by the parties.

3. AMENDMENT TO SECTION 4.2. Section 4.2 of the Contract, subsection (a) is amended to read as follows:

- (a) On or before August 24, 2017, the Developer shall submit to the EDA a site plan for the Property ("Site Plan") and the Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Site Plan, and all applicable state and local laws and regulations. The EDA and/or the City Building Official shall approve the Construction Plans in writing if, in the reasonable discretion of the EDA and/or City Building Official: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local law, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for the construction of the subject Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds which will be available to the Developer for the construction of the Minimum Improvements; and (v) no Event of Default has occurred and is continuing. No approval by the EDA and/or City Building Official under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the EDA and/or City Building Official shall constitute a waiver of an Event of Default. The EDA and/or City Building Official shall review the Construction Plans within thirty (30) days of submission of a complete set of Construction Plans and either approve the same or provide Developer with a list of specific required changes to be made to the Construction Plans. Upon making the specific

changes to the Construction Plans as required by the EDA and/or City Building Official, the Developer shall submit the Construction Plans with the required changes to the City Building Official for his approval and if Developer made the required changes, the Construction Plans shall be approved.

4. AMENDMENT TO SECTION 4.3. Section 4.3 of the Contract is amended to read as follows:

Section 4.3. Construction of Minimum Improvements. The Developer shall commence construction of the Minimum Improvements on or before April 30, 2018. Subject to Unavoidable Delays, the Developer shall substantially complete construction of the Minimum Improvements, except for minor "punch list items", within one (1) year of the date of this Amendment.

5. EFFECT OF CONTRACT. The Contract dated March 23, 2017, shall remain in full force and effect except as specifically amended herein.

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

[Remainder of page intentionally left blank.]
[Signature pages to follow.]

**ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF FARMINGTON**

By: _____
_____ [print name]
Its President

By: _____
_____ [print name]
Its Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ and _____, respectively, the President and Executive Director, of the Economic Development Authority in and for the City of Farmington, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the public body corporate and politic.

Notary Public

LAST HOPE

By: _____

[print name]

Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the President of Last Hope, a Minnesota non-profit corporation, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The North 15 feet of the South 90 feet of the East 21 feet of Lot 3, Block 22, Town of Farmington, Dakota County, Minnesota.

(Abstract Property)

AND

That part of Lots Three (3) and Four (4), Block Twenty-two (22), Town of Farmington, described as follows:

Commencing at the Southeast (SE) corner of Lot Three (3), Block Twenty-two (22); thence West Twenty-one (21) feet; thence North Seventy-five (75) feet; thence East Twenty-one (21) feet; thence North Fifteen (15) feet; thence East Forty (40) feet; thence South Twenty (20) feet; thence West Twenty (20) feet; thence South Seventy (70) feet; thence West Twenty (20) feet to the place of beginning, except that part of Lot Four (4), Block Twenty-two (22), Town of Farmington, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Lot Three (3), Block Twenty-two (22); thence West 21 feet; thence North 75 feet; thence East 21 feet; thence North 15 feet; thence East 20 feet to the point of beginning of the land to be described; thence continuing East 20 feet; thence South 20 feet; thence West 20 feet; thence North 20 feet to the point of beginning.

(Torrens Property/Certificate of Title No. 139488)

[209 Oak Street, Farmington, Minnesota / PIN # 14-77000-22-043]



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Economic Development Authority
FROM: Adam Kienberger, Community Development Director
SUBJECT: 2018 Business Climate DEED Ad
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

For the third year in a row, the Minnesota Department of Employment and Economic Development (DEED) is partnering with Livability Media to produce and distribute a statewide marketing magazine highlighting the Minnesota business economy - Minnesota Thriving in the North. This piece is used by the state of Minnesota and its partners to showcase Minnesota nationally and internationally.

Attached is a summary of the publication along with distribution methods and impact numbers. A copy of the 2017 marketing piece will be distributed at the meeting for review.

Consistent with our investment during the first two years, staff is proposing renewing an ad in the economic profile section at a rate of \$2,875. This includes both print and online ad placement. The expense is included in the 2017 EDA budget. Because we operate a very limited marketing budget, this opportunity is a way to have our message incorporated into a high-impact economic development platform with our regional and state partners.

ACTION REQUESTED

Approve the 2018 Business Climate ad in the amount of \$2,875.

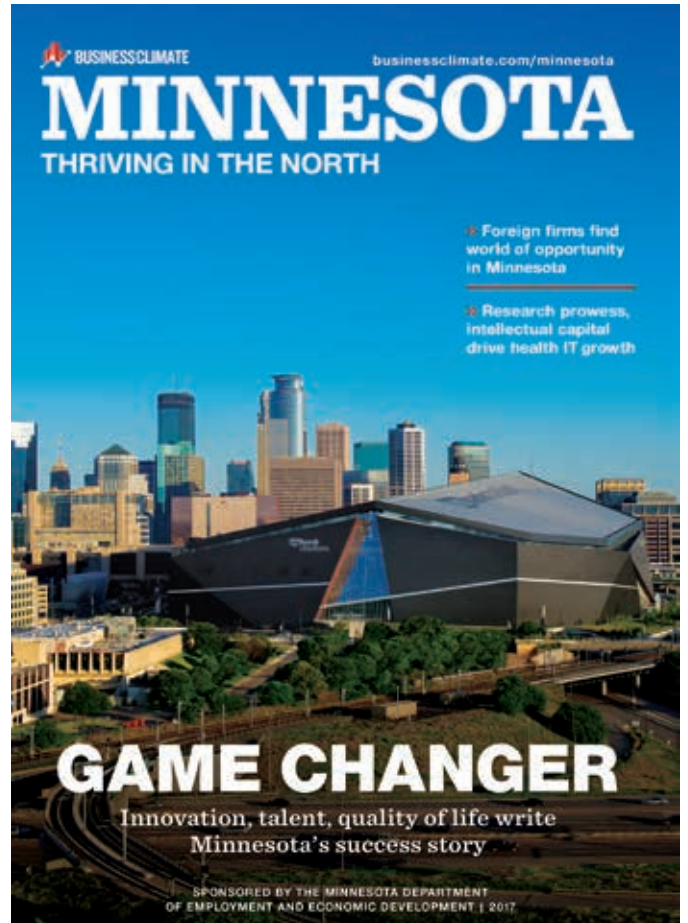
ATTACHMENTS:

Type	Description
▣ Exhibit	Business Climate Executive Summary
▣ Exhibit	Business Climate Distribution

MINNESOTA

Thriving in the North

- »  Print
- »  Web
- »  Digital
- »  Mobile



SPONSORED BY THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) | 2018



Dear Business and Community Leaders,

We are pleased to announce that work has begun on development of the 3rd annual *Minnesota: Thriving in the North* magazine and its new digital extensions, sponsored by the Minnesota Department of Employment and Economic Development (DEED).

We are working in collaboration with Livability Media to encourage business investment and talent recruitment to Minnesota by reaching corporate executives and site-selection professionals, entrepreneurs and talented individuals attracted to our quality of life. We will also use this publication and digital content to globally promote the many aspects of our state that appeal to visitors as well as corporate executives and entrepreneurs.

In a significant expansion of our digital marketing efforts Livability.com, a rapidly growing national website reaching more than 10 million visitors annually, will host a content-rich home page devoted to Minnesota Economic Development. A digital version of the print magazine, also viewable on mobile devices, will be visible on the home page and in multiple other locations on the site.

Distribution of the upcoming print edition will target industry decision-makers, site selectors, corporate real estate professionals, talent prospects and economic development and government partners. In addition, DEED and its partners will utilize the magazine as a primary marketing tool at events, trade shows and meetings.

DEED uses digital content in the publication to push out information about the state through our website and social media channels. The content is used to expand awareness of statewide activity and further market Minnesota as a prime location to live, work and play.

Matt McWhorter, our Livability Media representative will be contacting you soon to discuss how your business can participate in this program and gain year-round exposure to a vital target audience. You may also email mmcwhorter@livmedia.com or call (615) 957-8347 for more information.

Thank you for your continued support in this joint effort to promote Minnesota.

Sincerely,

KEVIN MCKINNON

Deputy Commissioner Economic Development

Minnesota Department of Employment and Economic Development (DEED)



THE PROGRAM'S PURPOSE:

Recruit and attract new businesses to the state by reaching a highly targeted audience including site selectors, relocation professionals, c-level executives and talent prospects. We actively promote key topics, such as business climate, innovation, infrastructure talent, health care and quality of life.

PROGRAM COMPONENTS

- Presence on Livability.com, a national quality of place and relocation website reaching more than 10 million viewers annually.
- A newsstand-quality publication with engaging photography highlighting your business climate and quality of place.
- An easily sharable digital magazine that's accessible on computers, tablets and mobile phones.

PRINT DISTRIBUTION

Print magazine that is distributed throughout the year by the sponsor and additional channels, including:

- Direct mailings to site selectors and corporate relocation professionals
- Fast-growth companies in target markets
- Trade shows, conferences and events
- Targeted mailing to c-level decision-makers in key industries
- Major employers
- Mailing to prospects inquiring about the state
- Regional partners
- Distribution in high-trafficked venues, such as business hotels and corporate airports

ONLINE DISTRIBUTION

An inbound marketing model that consistently produces engaging business and quality of place content on Livability.com, driving readers back for more information.

Includes:

- Search Engine Optimization (SEO)
- Social media campaigns (Facebook, Twitter, LinkedIn, etc.)
- Email marketing campaigns
- Content engagement campaigns
- 25% increase in traffic since 2015
- 64% of traffic comes from mobile devices



REACH

This program reaches a targeted audience – c-level executives, site selectors and corporate relocation professionals. The publication is also sent out to talent prospects seeking more information about the overall business climate and quality of place before relocating to the area.

IMPACT

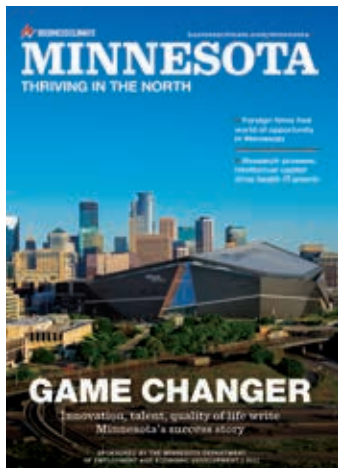
The publication allows the sponsor and surrounding communities to be more effective at promoting the state's amenities. The program allows your organization to get in front of key decision-makers earlier in the site-location process.

ADVERTISER ADVANTAGES

- **Relative Exclusivity:** A limited number of advertisers helps increase your exposure.
- **Competitive Advantage:** Opportunities to be in front of new business prospects earlier in the decision-making process.
- **Linkability:** Multiple links from the digital magazine and Livability.com route prospects back to your website.

Your Integrated Marketing Program

Extend your brand across multiple platforms with the LIVABILITY.COM integrated marketing program



HIGH-QUALITY PRINT MAGAZINE

- The magazine mirrors national business publications in design and content to create a credible outbound marketing vehicle.
- Allows the state to be more effective at promoting key industries.
- Upgraded in design to reflect changes in reader habits: more visuals, more graphics, more engaging editorial content.



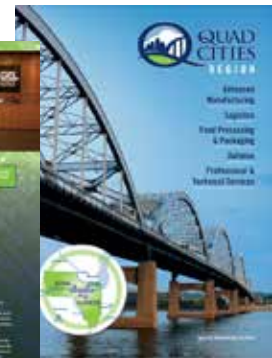
NATIONAL ONLINE EXPOSURE

- Your content, including your advertisement, featured on Livability.com.
- Dedicated pages on a nationally recognized website that spotlights communities and their innovative companies, entrepreneurs and quality of life.
- Responsive design provides an optimal viewing and interactive experience.



INTERACTIVE DIGITAL MAGAZINE

- Users have instant access to your publication whenever they want and wherever they are.
- Links throughout the digital magazine help direct readers to more information.
- An effective tool to use in talent recruitment.



RISING STAR PREMIUM UNITS

These opportunities deliver web page dominance alongside content that complements your brand message.

- **Billboard:** Expand to fill top of page horizontal position
- **Half Page:** Expand to fill dominant vertical position

PREMIUM CUSTOMIZATION: SPONSORED CONTENT SECTION

A custom magazine within a magazine – in both print and digital:

- Sponsored multipage publication that showcases your company or organization
- Content, photography and editing services overseen by in-house editorial team
- High-quality marketing tool that includes 1,000 overrun copies
- Stand-alone digital magazine with a unique URL
- In-feed promotion on Livability.com pages
- Paper upgrade and additional overrun quantities available



Affluent and active investors are heavy print magazine readers.

(Source: MPA; Magazine Media Factbook 2015)

TARGET AUDIENCE

- Corporate decision-makers
- Corporate site location consultants
- Corporate facilities managers
- Prospective business and industry investors
- Entrepreneurs
- Fast-growth companies
- Relocating talent

DIGITAL PROMOTION

- Digital publication on dedicated Minnesota page on Livability.com
- Digital publication on select Minnesota communities on Livability.com
- Content promotion campaigns through social media including Facebook, Twitter and LinkedIn
- Digital publication on Minnesota DEED website
- Content highly optimized for organic search

STRATEGIES FOR DISTRIBUTION

- Targeted mailings to proprietary database of business decision makers in key industry categories
- Targeted mailings to fast-growth companies and entrepreneurs
- Targeted mailings to Fortune 1000 facilities managers
- Targeted mailings to site location consultants
- Targeted mailings to corporate real estate professionals
- Mailings to key prospects
- Distribution at major conferences and events



Client Testimonial

“We use our publication and digital content to globally promote the many aspects of our region that appeal to tourists as well as corporate executives and entrepreneurs.”

– John Chaffee
President & CEO
NCEast Alliance

Get to Know Livability.com



GROWING WEBSITE

The story of your state will be showcased on Livability.com, a rapidly growing website that highlights the assets of cities and regions nationwide.

DOMAIN AUTHORITY

Leveraging the domain authority of Livability.com yields search and traffic benefits coupled with a strategic social media campaign.

ORIGINAL CONTENT

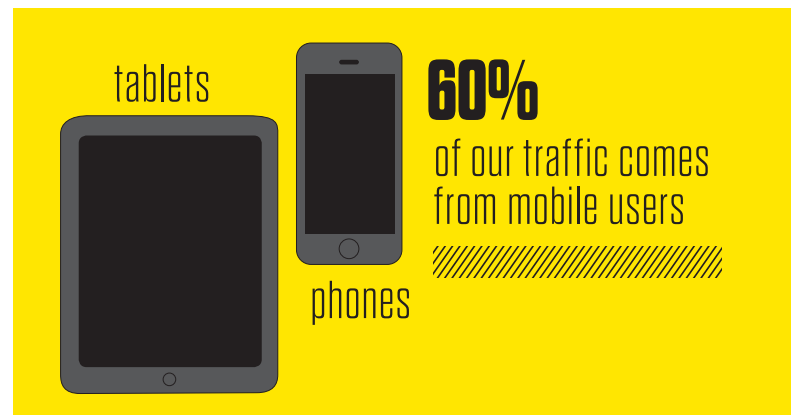
Livability showcases original content related to both economic development and quality of place and regularly receives national media attention for its data-driven lists and city rankings.

37,000,000+
Pageviews

2:35
Average Session Duration

3.9
Pages per Session

9,500,000
Sessions



TOP 5 CITIES VISITING LIVABILITY.COM

- New York
- Chicago
- Dallas
- Houston
- Los Angeles

TOP 5 COUNTRIES VISITING LIVABILITY.COM

- United States
- Canada
- United Kingdom
- India
- Australia

LIVABILITY.COM HIGHLIGHTS

- 35% increase in sessions from 2015 to 2016.
- 80% of traffic comes from new visitors as we continue to attract more readers to the website.

LIVABILITY.COM AUDIENCE

- The website splits almost evenly male and female
- Visitors are well-versed in our content topics and are likely to visit other resources on: travel, politics, regional/local news, religion, online trading and science/nature.

Livability.com: What's New

Livability is a nationally recognized web platform highlighting quality of place and business climate assets of cities and regions nationwide



While business expansion and retention remain primary goals of most economic development efforts, talent recruitment and talent retention have become economic development imperatives. Content related to those themes is a staple on Livability's global and local pages.



In August 2016, Livability partnered with *Entrepreneur* magazine to create and showcase "The 50 Best Cities For Your Startup."



Livability's widely referenced annual Top 100 Best Places to Live was created in partnership with Richard Florida's Martin Prosperity Institute and ranks cities based on more than 40 data points in categories including demographics, amenities, education and others.

LIVABILITY.COM AS SEEN ON

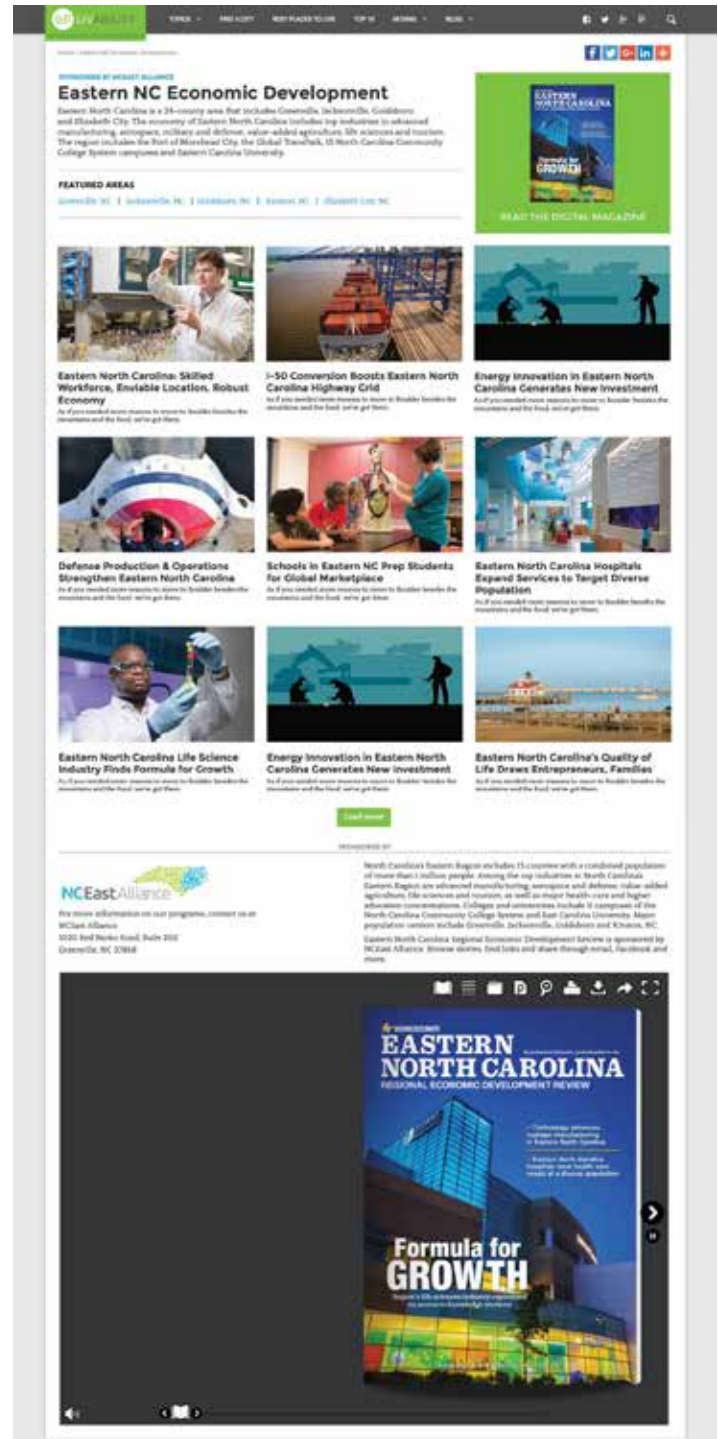


LIVABILITY DATA AND CONTENT PARTNERS



How We Tell Your Story

- **Content about your state will be displayed on Livability.com as a branded home page** and on sections of the site devoted to specific regions within the state page. As a result there are far more entry points to lead viewers to your state's content.
- Capitalizing on Livability's success in building traffic through content promotion, **specific articles about the region's assets will be promoted digitally** to promote your state's content.
- **Articles about the state or specific attributes of its business community will be displayed in other strategic locations on the site**, meaning some articles may also display on primary cities within the state or as business content on the well-trafficked Livability state pages.
- **Content promotion strategies have proven effective to engage readers** with the state's content and will continue to attract visitors to specific articles about the state. Linking strategies will also attract them to the home page for a rich overview of the state's assets.
- **Expanded visibility for the digital magazine.** In addition to strategically placed articles and photographs, the digital version of the print magazine, also viewable on mobile devices, will be displayed on the branded home page, primary city home pages and the region's state page.
- Constituent cities will be eligible for **content upgrades** to showcase their assets on Livability's city pages.
- **Advertisers benefit by having a rotating presence on multiple pages** displaying the region's contents, including the city pages of all primary cities in the region. Wherever the magazine content is published, your ads will display. The equivalent of a billboard being on every road leading into town.



Branded Home Page Example

Connect Directly to Your Target Market

The Livability Media program focuses on trends and insights that affect talent recruitment, site location, economic development, job creation and quality of place. Get your message out to an audience primed for talent recruitment and business relocation. Livability.com offers engaging content – articles, photography, a digital magazine – all extending time spent with your brand.

DISPLAY ADS

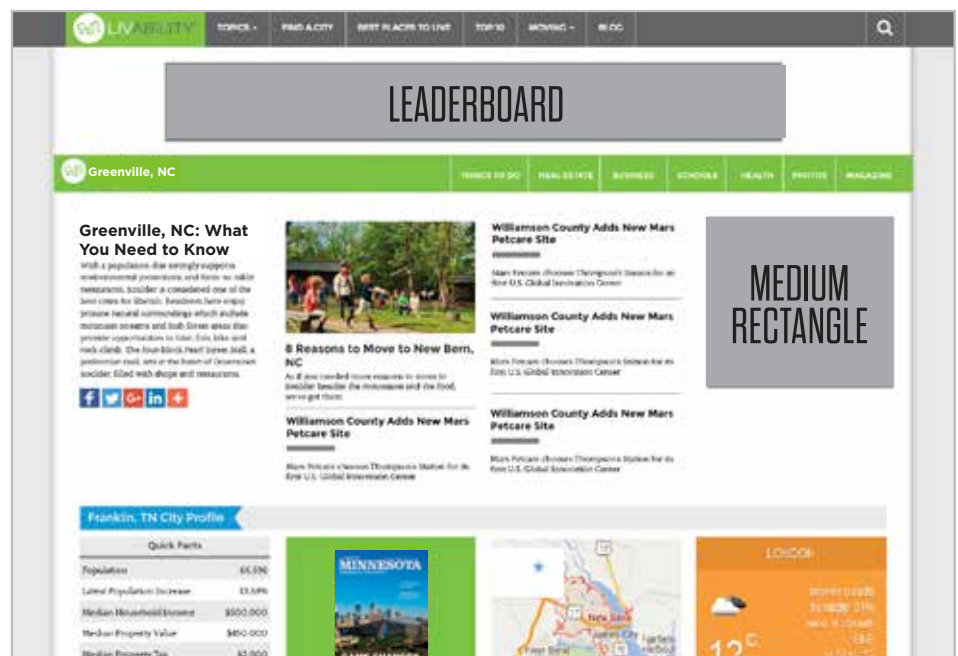
Display ads will link to your website, expanding reach and branding opportunities. One of these display ads is included in your integrated media package.

- Leaderboard
- Medium Rectangle

(Display ads appear alongside state content in multiple locations)

INCLUSION IN DIGITAL MAGAZINE

Your ad not only appears in the digital magazine but also clicks through to your designated website – increasing your exposure across multiple platforms.



The screenshot shows the Livability.com website interface. At the top, there's a navigation bar with 'LIVABILITY' logo and links for 'TOPICS', 'FIND A CITY', 'BEST PLACES TO LIVE', 'TOP 10', 'MOVING', and 'BLOG'. Below this is a large 'LEADERBOARD' section. The main content area is titled 'Best Places to Live in North Carolina' and features several articles, including 'What you need to know about North Carolina', 'The 10 Most Affordable Cities in North Carolina', and 'A Reason to Move to Greenville, NC'. A 'MEDIUM RECTANGLE' ad placeholder is visible on the right side of the page.

PREMIUM RUN OF STATE PLACEMENT

Positions are available throughout the popular Minnesota state pages where visitors may begin their search for information about locations in the state.

Rising Star Ad Units: Tap Into Technology

Rising star units provide new tools that resonate with consumers and serve as powerful advertising vehicles.

Development of these new IAB* units has started the next generation of interactive advertising.

BILLBOARD

- Billboards are designed to highlight key messages and provide increased presence.
- Your display ad fills the width of the website, providing horizontal dominance without disrupting the viewer experience.
- General placement showcases your ad above all content related to the state accessed by site visitors.

HALF PAGE

- Positioned beside the editorial content, the sidebar has generous, dominant dimensions – allowing ample space for design and copy related to your message.
- This unit also expands to comfortably fit in its designated position on the page.
- General placement showcases your ad beside content about your state viewed by site visitors.

**The Interactive Advertising Bureau (IAB) develops industry standards and conducts research for the online advertising industry.*



Telling Your Story, Promoting Your Brand

Content Marketing: informing and engaging a target audience by selling without selling

Let a Livability Media team of writers, photographers, editors and designers tell your story in a custom publication designed for print and online exposure. An 8- or 16-page section will be inserted in your magazine, strategically posted online and promoted via in-feed editorial display. In addition, the digital version of your section can enrich your own website with high-quality, shareable content.

CHOOSE FROM FULL OR DIGEST SIZE SECTIONS TO FIT YOUR MARKETING GOALS:

Choose from:

- Community Profile
- Economic Development
- Major Community Stakeholders
- Tourism



HOW CAN I USE THESE MARKETING TOOLS?

Your sponsored content section is a great tool to promote your business and your cause, and can be used in a variety of ways, including:

- Recruiting staff, students, relocating businesses and/or families
- Showcasing new or enhanced facilities and programs
- Educating business' decision-makers and site-location professionals
- Enriching web communications and social media profiles
- Extending branding in print and online at places such as trade shows and events
- Sending out as a direct mail piece to customers and prospects
- Providing content for reports and newsletters to customers and/or constituents
- Highlighting the region's individuality and vitality – its quality of place

Content marketing is creating high-quality, valuable content to attract, inform and engage an audience, while also promoting your brand. The key word here is “valuable.”

Forbes

1 PRINT

In addition to the exposure you'll receive through the targeted print distribution network, you will receive 1,000 copies of the sponsored content section to use as your stand-alone marketing piece. Choose from:

- 8 or 16 pages
- Two sizes (full magazine or digest size)
- Four content categories: Community Profile, Economic Development, Major Community Stakeholders and Tourism

2 DIGITAL MAGAZINE

A digital version of your sponsored content section will be posted prominently and also displayed inside the digital magazine as an interactive stand-alone feature.

3 MARKETING LANDING PAGE

Turnkey development of a marketing landing page on a dedicated page on Livability.com is included. This page features photographs and short copy blocks that link to full articles about your region.

4 MEDIUM RECTANGLE DISPLAY AD CAMPAIGN

We will create an attractive rotating medium rectangle ad to be placed on pages pertaining to your region.

5 IN-FEED PROMOTION

Your digital sponsored content section promotion will be labeled and displayed alongside editorial content on relevant pages pertaining to your region.



Interested in thicker paper copies? Our standard copies print on magazine paper, but we offer a paper upgrade if you're looking for a more substantial brochure.

Product Specifications

Maximize your impact when selecting ad sizes. You have to show up to be seen ... and be seen to be remembered.

Email: ads@livmedia.com | Ad Resource Center: livmedia.com/ads

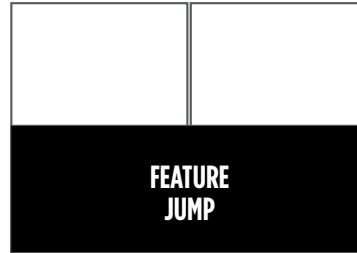
PRINT SIZES



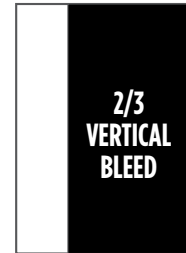
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Trim: 15.75"w x 10.875"h
Live area: 15.25"w x 10.375"h
Allow .25" for gutter on each side



Bleed size: 8.125"w x 11.125"h
Trim: 7.875"w x 10.875"h
Live area: 7.375"w x 10.375"h



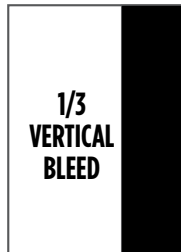
Bleed size: 16"w x 5.625"h
(left/right side & bottom)
Trim: 15.75"w x 5.5"h
Live area: 15.25"w x 4.625"h
Allow .25" for gutter on each side



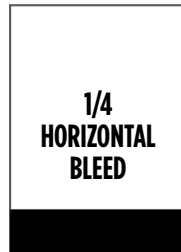
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Live area: 4.53"w x 10.375"h



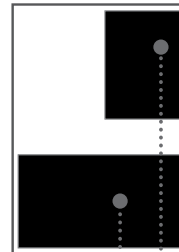
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(Left/right side & bottom)
Trim: 7.875"w x 5.5"h
Live area: 7.375"w x 5.25"h



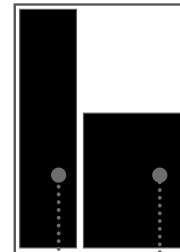
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Trim: 2.81"w x 10.875"h
Live area: 2.31"w x 10.375"h



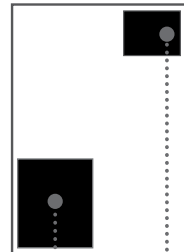
Bleed size: 8.125"w x 3.125"h
(Left/right side & bottom)
Trim: 7.875"w x 3"h
Live area: 7.375"w x 2.75"h



1/2 Horizontal
6.5"w x 4.625"h
1/3 Horizontal
4.125"w x 4.625"h



1/3 Vertical
1.937"w x 9.375"h
1/2 Vertical
4.125"w x 6.5"h

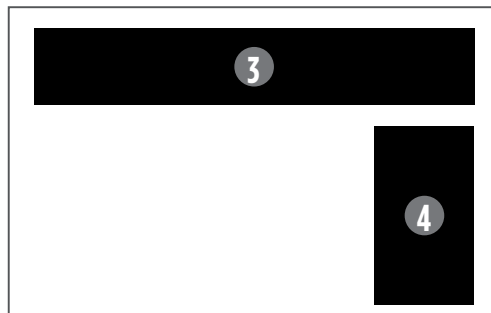


1/4 Vertical
3.167"w x 4.625"h
1/8 Horizontal
3"w x 2.25"h

ONLINE SIZES



- 1 Leaderboard**
728 pixels wide x 90 pixels high
- 2 Medium Rectangle**
300 pixels wide x 250 pixels high



- 3 Billboard**
Desktop: 970 pixels wide x 250 pixels high
Tablet: 728 pixels wide x 90 pixels high
Mobile: 320 pixels wide x 50 pixels high
- 4 Half Page**
Desktop: 300 pixels wide x 600 pixels high
Tablet: 160 pixels wide x 600 pixels high
Mobile: 300 pixels wide x 250 pixels high

Digital Submission Guidelines

VIA FTP: WWW.JNLCOM.COM/FTP

- **Username:** ads; **Password:** client
- Upload files and complete the contact information form. Once files are uploaded, a message indicating a successful transfer will be posted. Detailed FTP instructions are available from your sales rep.

VIA EMAIL: (ADS@LIVMEDIA.COM)

Include business name, magazine name and ad size in your email message.
Compress your files into a single compressed, self-extracting file. We can only accept file sizes less than 10 MB.
Email your files to ads@livmedia.com.

VIA DISK

We accept Mac-formatted CDs/DVDs. Please email PC-formatted files.

We hold supplied disks until publication. If you would like your disk returned, submit a self-addressed stamped envelope. Allow 6-8 weeks after publication for a returned disk.

PRODUCT INFORMATION

- A color PDF proof will be sent for approval prior to publication (ads set by JCI only).
- Basic typesetting and layout included in rate.
- Custom production will be subject to additional charges.
- Please note: The quality of materials is the responsibility of the supplier.

ADS PRODUCED BY LIVABILITY MEDIA

– PHOTO/LOGO SCANS, IMAGES AND ARTWORK MUST BE:

- Scanned/created at 300 dpi or higher to size.
(Photos or logos from websites cannot be accepted due to low print quality)
- Set up grayscale or CMYK.
- Saved as TIFF, JPEG, EPS or high-resolution PDF files.

SUPPLIED FILES POLICY

- Journal Communications is not responsible for enhancing advertisers' digital files or resizing to match the ad space purchased.
- If any additional work is necessary or if files deviate from the size or specifications on this form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.
- Any extra charges incurred by Journal Communications due to problems with supplied files will be billed to the advertiser with a detailed explanation of the problem.

PROOFING POLICY

- We do not provide a proof for ads we do not produce. It is understood that the files are set up as the advertiser intended and were approved prior to submission to Journal Communications.
- Please provide a color proof for content reference (SWOP preferred).

PRINT AND ONLINE SUBMITTED ADS

- Print ads submitted as a high-resolution (300 dpi) PDF (PDF/X-1a).
- Online ads submitted in one of the following formats: GIF, Animated GIF, JPEG or Flash. If submitting Flash, also supply a backup GIF for users who do not have the Flash plug-in. Files may not exceed 45 KB. Additionally, the linking URL must be provided.

ANIMATED WEB AD SPECIFICATIONS

- **Required Files:** All rich-media ads must be submitted as a .swf or .fla file with a backup GIF or JPEG file. The .fla file is used for troubleshooting only. If users do not have a Flash player installed on their machine, a backup GIF or JPEG will be served.
- **ClickTAG:** All ad units must be coded properly for clickTAGS and launch a new browser window when clicked on. If files do not contain the proper coding or deviate from the specifications on this form, the file will be rejected and must be resubmitted.
- **DoubleClick supports ActionScript 2** in the following environments: Flash 8, Flash 9 and Flash 10 (Adobe CS5 and CS6), and ActionScript 3 in Flash 9 and Flash 10 (Adobe CS5, CS5.5 and CS6).
- **Adding a clickTAG to a Flash ad:** Go to www.flashclicktag.com for information on how to insert a clickTAG ActionScript into a Flash file.



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**2017 Minnesota Thriving in the North
Distribution Summary
Print Run: 12,500 Copies**

Industry Mailings		ATL	BOS	CA	CHI	NY	PHL	PHO	RAL	SEA	TX	WIS
Biotechnology and Life Sciences	677	17	47	300	28	33	92	19	47	24	58	12
Medical Device Manufacturing	280	12	48	80	48	11	37	6	4	3	28	3
Energy Technology/Renewable Energy	267	7	2	25	2	48	23	3	1	7	143	6
Data Centers/Data Processing/Computers	983	87	99	271	76	210	41	22	8	35	117	17
Food Manufacturing	610	135	34	113	107	52	41	13	4	22	72	17
Aerospace Production/Instrument Manufacturing	752	25	126	295	44	21	44	21	9	23	115	29
Pharmaceuticals	612	16	69	169	47	77	136	9	20	22	33	14

Total Industry Mailings 4181

Fast Growth	1247	81	99	210	119	147	56	110	120	136	116	53
Fast Growth Tech	490											
Fortune 1000 Facilities Managers (non MN)	909											

Total 2646

Site Selection Professionals	798
Corporate Real Estate Specialists	437

Total Mailings 1235

Minnesota Dept. of Employment & Economic Development	500
Minnesota Trade Office-South America	125
Minnesota Trade Office-Korea	100
Minnesota Trade Office-Europe	5
DEED Mailing List	230
DEED Second Shipment	600
Library List	378

Total DEED Mailings 1938

Total Print	12500
Industry Mailings	4181
Fast Growth/Fortune 1000	2646
Site Selection	1235
MN DEED Shipments and Mailings	1938

Total DEED 10000

Advertiser Copies	2050
Livability Media Promotional Copies	450



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Economic Development Authority
FROM: Adam Kienberger, Community Development Director
SUBJECT: June Director's Report
DATE: June 27, 2017

INTRODUCTION/DISCUSSION

Rambling River Center Plaza Concept Update

The Parks and Recreation Commission reviewed and recommended approval of a preferred concept for the proposed Rambling River Center (RRC) Plaza identified as an action item from the Downtown Redevelopment Plan. The preferred concept is attached. A plaza discussion is currently scheduled for the July City Council work session. Additional information on the Downtown Redevelopment Plan and the RRC Plaza can be found on the city's website under Community Development.

2040 Comp Plan Update

City Council was provided an overview of the Comp Plan update process at their work session on June 12 – a timeline of the various components is attached. The Planning Commission began their work on the plan at their meeting on June 13. The consultant team is in the process of finalizing a website to gather public input and promote information on the Comp Plan update. This will be launched on the city's website later this week.

2016-2018 Strategic Plan for Economic Development

This will be a standing item of note each month in the Director's Report. This document serves as guidance for the work undertaken by the EDA over a three-year cycle. The EDA's 2016-2018 Strategic Plan for Economic Development is included for your reference.

Miscellaneous Articles

Please find attached a few reports and articles you may find of interest:

MN companies have jobs they can't fill – Pioneer Press 5-10-17
DEED's May Employment Report

NEXT MEETING

Our next regular meeting is scheduled for **July 27 at 6:30 p.m.**

ACTION REQUESTED

None, this report is intended to be a monthly update on various development and industry related topics.

ATTACHMENTS:

Type	Description
▣ Exhibit	RRC Plaza Preferred Concept
▣ Exhibit	2040 Comp Plan Update Timeline

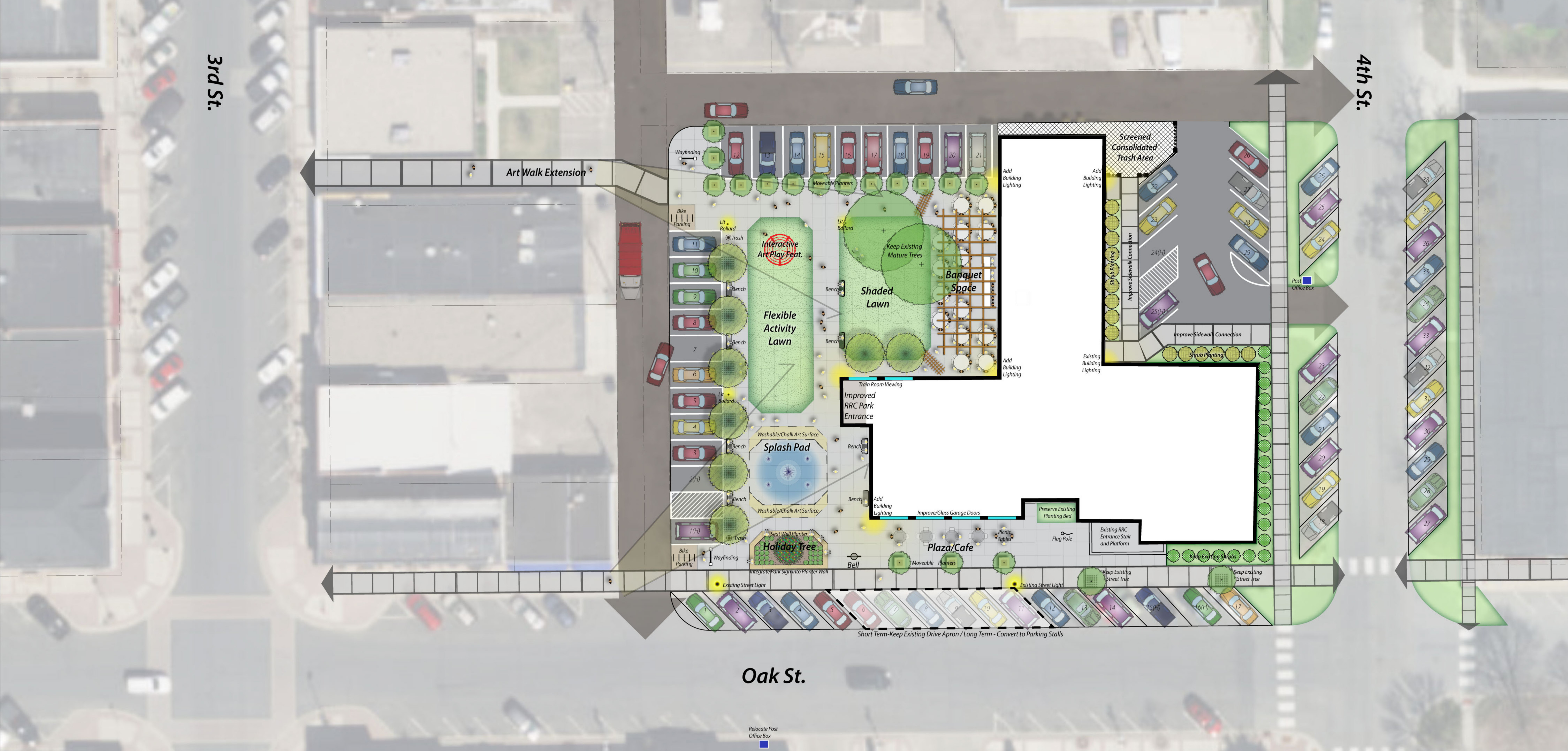
- ▣ Exhibit
- ▣ Exhibit
- ▣ Exhibit

MN companies have jobs they can't fill - Pioneer Press 5-10-17

DEED's May Employment Report

2016-2018 Strategic Plan for Economic Development

PREFERRED CONCEPT - PARK AND PLAZA PLAN, PURPOSE, AND FEATURES



PURPOSE:

The impetus for this plaza/park concept was established in the Downtown Farmington Redevelopment Plan (Adopted in 2016) which identifies the need for a downtown ‘destination’ park/plaza. The current poor condition of the Rambling River Center parking lot presents an opportunity for the city to achieve many of the initiative laid out in the plan through the construction of the park/plaza and improvements to surrounding facilities. The preferred concept (shown above) help facilitate these initiatives by:

- » **Adding a Downtown Destination** - Create a major park and plaza destination with features that will attract both residents and visitors to Downtown Farmington
- » **Being Attractive and Interesting**- Create a park and plaza which provides a variety of amenities and activities that offer year round interest for a broad range of users
- » **Being Flexible** - Create a park with a series of unique interconnected spaces which are flexible enough to accommodate range of community events from daily use to major events
- » **Being Safe and Organized** - Enhance safety and visual quality of the park and adjoining areas by improving visibility, lighting, and circulation while minimizing the impacts on existing parking
- » **Improving Function and Efficiency** - Accommodate existing community events and the proposed park program while providing a long term net gain in public parking and improved access for RRC users, local businesses and the adjacent neighborhood

KEY PARK FEATURES

- » Interactive at-grade splash pad (can be turned off to enlarge plaza space for events)
- » Indoor/outdoor flexible space (Garage Renovation) with picnic table seating and glass roll-up doors can host music, food and beverages, art, classes, and more
- » Interactive art that is visually interesting and physically accessible for climbing, etc.
- » Prominent location for existing historic bell
- » Lawn areas with sun and shade for picnicking, performance/movie watching, and more
- » Rentable indoor/outdoor banquet space for private and public events/festivals
- » Improve parking circulation and efficiency creating 67 total spaces including 6 handicap accessible spaces, a net gain of 1 space over the existing lot
- » Screen unattractive alley features using existing trees, tree planting, and planters/pots and guide views inward towards planting, art work, splash pad and other park features
- » Enhance safety and visibility by maintaining clear sight lines throughout the park, providing additional lighting, and activating the space with users during all ours of operation

POTENTIAL PARK EVENTS/USES

Existing (and Proposed) Major Uses:

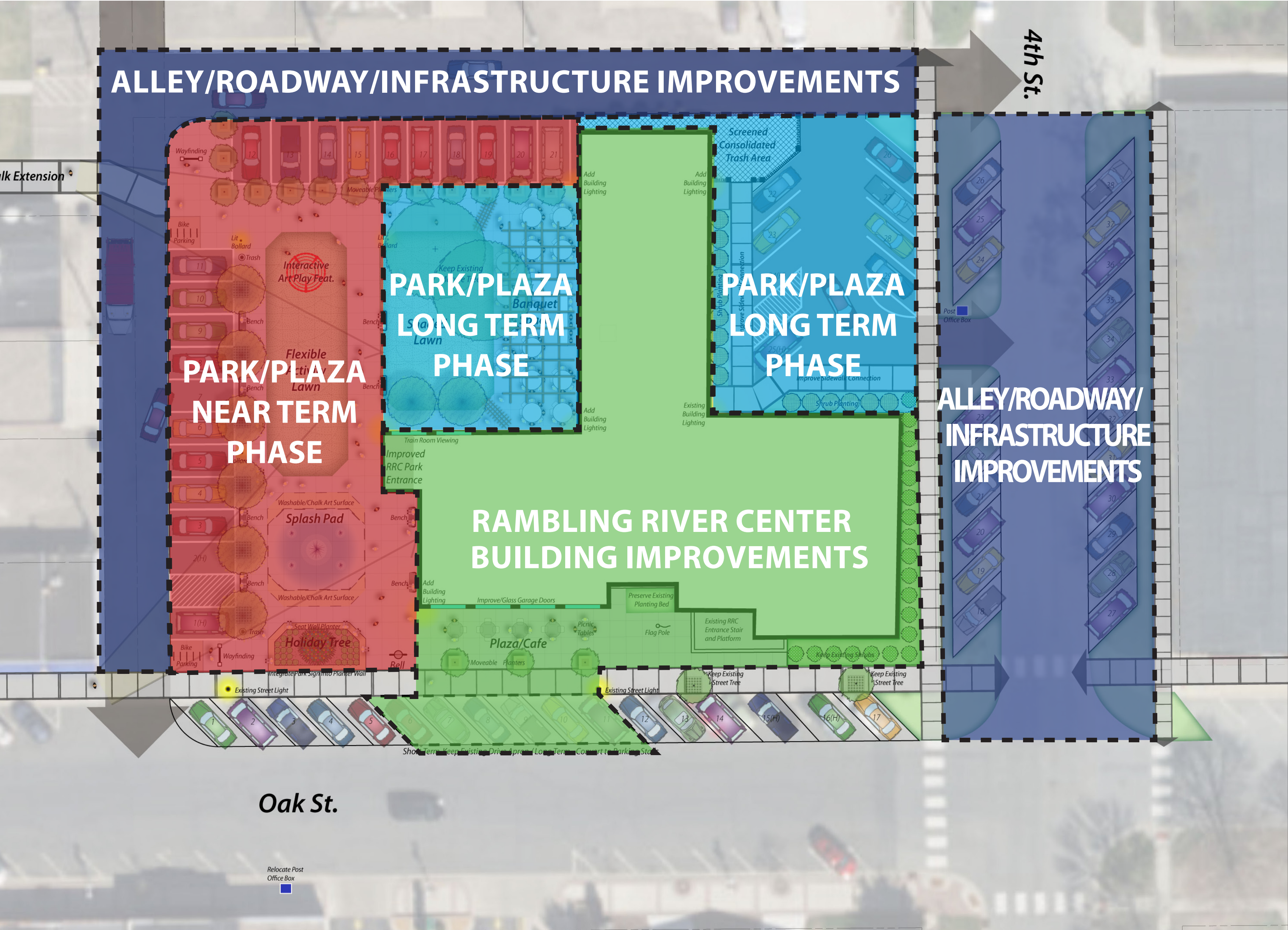
- » Dew Days
- » Concert in the Park
- » Movie Night in the Park (On Lawn/Plaza w/ Inflatable Screen)
- » Holiday Tree Lighting
- » Farmers Market
- » Live Performances (Music, etc.)
- » Annual Art Exhibition/Festival
- » Beer and Wine Tasting
- » Food Truck/Restaurant Venue (Garage Space)

Existing (and Proposed) Daily Uses:

- » Downtown Lunch-Hour Destination
- » A Destination for Children and Parents
- » Outdoor Green Space/Refuge
- » Bike/Trail Amenity Destination
- » RRC Indoor/Outdoor Activity Space
- » Private Event Space
- » RRC, Local Business, and Neighborhood Parking
- » Permanent Home for Historic Bell
- » Long Term Art Exhibition

PREFERRED CONCEPT - PHASING DIAGRAM, LIGHTING DIAGRAM, AND AMENITIES

PHASING DIAGRAM



PARK/PLAZA LIGHTING



POTENTIAL AMENITIES EXAMPLES



INTERACTIVE ART/WATER FEATURE



OUTDOOR BANQUET AREA/PATIO



BIKE PARKING AND AMENITIES



PLAY SCULPTURE / INTERACTIVE ART



CAFE SPACE / GLASS GARAGE DOORS



HOLIDAY TREE LIGHTING



SPLASH PAD / FOUNTAIN

MATERIALS/FEATURES/PLANTING



SEATING



BENCHES



PAVING COLOR/PATTERN



PLANTERS



SITE FURNISHINGS



LIGHTING AND SAFETY



WAYFINDING/SIGNAGE

[illegible]

NEWS > EDUCATION

MN companies have jobs they can't fill. Here's how some are trying to reduce that



St. Paul College students Simon Sho, left, and Leng Lor work to get a closet header level in the house they are building in Vadnais Heights on May 9, 2017. St. Paul College has carpentry and cabinet-making programs that provide trained students to the construction industry. (Scott Takushi / Pioneer Press)

By **CHRISTOPHER MAGAN** | cmagan@pioneerpress.com | Pioneer Press

PUBLISHED: May 9, 2017 at 11:51 pm | UPDATED: May 10, 2017 at 4:08 pm

When building contractor McGough has an opening on one of its construction crews, it doesn't have to look very far.

A short drive from the firm's national headquarters in Roseville is the campus of St. Paul College, which turns out dozens of graduates in construction for an industry eager to hire.

Longtime partners St. Paul College and McGough are an example of the growing number of relationships across Minnesota to close the so-called "skills gap" by providing workers to industries struggling to fill job vacancies.

"It is a great opportunity for us to access those well-trained students who are ready to step into an apprenticeship role," said Karin McCabe, director of outreach and diversity recruitment for McGough.

Some Minnesota employers have been struggling to find qualified job candidates for years. A [2011 survey by the Minnesota Department of Employment and Economic Development](#) found 47 percent of the state's businesses had unfilled jobs due to the lack of qualified applicants, with skilled production work facing the biggest shortage.

Fearing the shortage would get worse, chambers of commerce and other groups went looking for unique ways to connect businesses with qualified employees. Sometimes it is as simple as demonstrating the potential technical careers have to offer.

The need for training after high school is evident, but many workforce advocates say too often the emphasis is on a four-year degree rather than programs that at considerably less time and expense can lead to good-paying jobs.

That's the case for Will Anderson of Stillwater, who spent a sunny Tuesday morning putting the finishing touches on a Vadnais Heights home his St. Paul College carpentry class has been building for the past five months. Anderson bounced around a variety of college classes after high school but never found a career path that felt right.



Carpentry instructor Perry Franzen, right, shows St. Paul College students Chou Lee, left, and Kong Meng how to properly adjust a mitre box at the Vadnais Heights house.(Scott Takushi / Pioneer Press)

“I always loved wood shop in high school, so I thought I would give carpentry a try,” Anderson said. “I’m glad I did.”

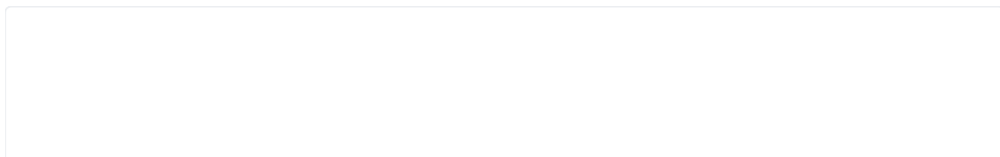
On Wednesday, Anderson will complete St. Paul College’s nine-month carpentry program, and the following day, he’ll start a job in residential construction. He’s happy to be heading into a hands-on career that’s in high demand.

“I spent a lot of time and money going to school because that’s what you are supposed to do,” Anderson said. “Now everybody I know with a business degree is struggling to find a job.”

WHO’S PAYING ATTENTION TO THE SKILLS GAP?

Federal and state business leaders and lawmakers are taking a hard look at ways to help students such as Anderson find the right career fit without so many false starts.

Last month, [U.S. Sen. Al Franken, D-Minn., visited St. Paul College](#) to talk about ways to get more high school students exposed to high-demand technical careers.





Sen. Al Franken 
@SenFranken

 **Follow**

On Friday, my office met with businesses, educators and students in Rochester that are working to address the [#skillsgap](#).

3:41 PM - 6 Feb 2017

  28  228

At the statehouse, the Republican-led Legislature has prioritized keeping technical schools affordable, and Gov. Mark Dayton is pushing for more financial assistance for low-income students.

There also are a small but growing number of incentives to foster partnerships between schools and businesses like the one between St. Paul College and McGough.

St. Paul College is part of the Minnesota State colleges and universities system, which is at the epicenter of such partnerships. The system has nearly 2,500 technical training programs and provides customized training to hundreds of businesses each year.

The lion's share of Minnesota's mechanics, manufacturing workers and nurses come from Minnesota State schools.

A STRUGGLE TO FILL OPENINGS

The growing attention paid to technical careers is a welcome shift for the family that runs Haberman Machine, which has locations in Oakdale and Stillwater. The business of about 55 employees currently has 10 openings, a work shortage that can impact productivity.

“It’s something we struggle with all the time,” said Kim Arrigoni, the company’s controller. “The frustration is you are not able to ship the sales that you want to. It’s not a shop issue or a machine issue, it’s a people issue.”

Arrigoni hopes schools will put new focus on the opportunities technical careers can provide and illustrate that potential to students and their parents.

The shortage of highly skilled workers isn’t just in fields that create a lot of sawdust or metal shavings by the end of the workday.

NEEDS IN HEALTH CARE

In an aging population with many workers heading for retirement, the health care industry needs a dedicated pipeline of talent, too.

At HealthPartners, Mary Russell, director of organizational effectiveness, says that means exploring new ways to attract and retain workers.

The health care giant is partnering with several MnSCU institutions to pilot apprenticeships that give prospective employees on-the-job experiences and existing workers clearer pathways to advance their careers.

“It’s a different way of thinking about things, and that is good for all of us,” Russell said.

Tags: Business News

Colleges



Christopher Magan

Christopher Magan joined the Pioneer Press in 2011. He primarily writes about suburban schools and state education policy, but also covers other topics including the state legislature.

[Follow Christopher Magan @chris_magan](#)



From: DEED Media <MNDEED@public.govdelivery.com>
Sent: Thursday, June 15, 2017 9:54 AM
To: Adam Kienberger
Subject: May 2017 Employment



Press Release

For Immediate Release
June 15, 2017

Contact: Monte Hanson, 651-259-7149
monte.hanson@state.mn.us

Steve Hine, 651-259-7396
steve.hine@state.mn.us

Unemployment Rate Falls to 3.7 Percent in May

~Minnesota employers eliminate 7,200 jobs~

ST. PAUL – Minnesota's unemployment rate fell to 3.7 percent in May, matching a post-recession low point last seen in June 2015, according to seasonally adjusted figures released today by the Minnesota Department of Employment and Economic Development (DEED). The U.S. unemployment rate in May was 4.3 percent.

Minnesota employers eliminated 7,200 jobs in May, after adding 28,200 jobs in the previous three months. Over the past year, the state has added 48,068 jobs, a gain of 1.7 percent. Jobs nationally are up 1.5 percent over the past year.

"Minnesota is outpacing the nation in job growth, with all 11 major industrial sectors seeing gains over the past year," said DEED Commissioner Shawntera Hardy. "These and other indicators point to continued strength in the state labor market."

Other services led all sectors last month with 2,100 new jobs, following by manufacturing (up 800) and logging and mining (up 100). Leisure and hospitality held steady.

The following industries lost jobs in May: government (down 2,600), construction (down 2,600), professional and business services (down 2,100), trade, transportation and utilities (down 1,900), financial activities (down 500), information (down 400) and education and health services (down 100).

Education and health services led all sectors over the past year with 20,225 new jobs. Other gains were posted by professional and business services (up 6,200), other services (up 4,992), construction (up 4,375), government (up 2,841), manufacturing (up 2,776), trade, transportation and utilities (up 2,246), financial activities (up 1,700), leisure and hospitality (up 1,420), information (up 741) and logging and mining (up 552).

In the Metropolitan Statistical Areas, the following regions gained jobs in the past 12 months: Minneapolis-St. Paul MSA (up 2 percent), Rochester MSA (up 1.1 percent), St. Cloud MSA (up 2.1 percent), Duluth-Superior MSA (up 1.1 percent) and Mankato MSA (up 0.8 percent).

DEED has added a section to its website that examines the unemployment rate by demographics (race, age and gender) and looks at **alternative measures of unemployment**.

DEED is the state's principal economic development agency, promoting business recruitment, expansion and retention, workforce development, international trade and community development. For more details about the agency and its services, visit the **DEED website** or follow DEED on **Twitter**.

	Seasonally adjusted		Not seasonally adjusted	
Unemployment Rate	May 2017	April 2017	May 2017	May 2016
Minnesota	3.7	3.8	3.4	3.3
U.S.	4.3	4.4	4.1	4.5
Employment	May 2017	April 2017	May '16- May '17 Level Change	May '16- May '17 % Change
Minnesota	2,938,500	2,945,700	48,068	1.7%
U.S.	146,135,000	145,997,000	2,223,000	1.5%

Over The Year Employment Growth By Industry Sector (NSA)			
	OTY Job Change	OTY Growth Rate (%)	U.S. OTY Growth Rate (%)
Total Non-Farm Employment	48,068	1.7	1.5
Logging and Mining	552	8.7	4.9
Construction	4,375	3.6	2.8
Manufacturing	2,776	0.9	0.5

Trade, Trans. and Utilities	2,246	0.4	0.5
Information	741	1.5	-0.7
Financial Activities	1,700	1.0	2.0
Prof. and Bus. Services	6,200	1.7	3.1
Ed. and Health Services	20,225	3.9	2.3
Leisure and Hospitality	1,420	0.5	2.1
Other Services	4,992	4.3	1.4
Government	2,841	0.7	0.4

<u>Metropolitan Statistical Area</u>	<u>OTY Employment Change (#, NSA)</u>	<u>OTY Employment Change (% , NSA)</u>
Minneapolis-St. Paul MN-WI MSA	38,465	2.0%
Duluth-Superior MN -WI MSA	1,535	1.1%
Rochester MSA	1,343	1.1%
St. Cloud MSA	2,255	2.1%
Mankato MSA	438	0.8%

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Upon request, the information in this news release can be made available in alternative formats for people with disabilities by contacting the DEED Communications Office at 651-259-7161.

Minnesota Department of Employment and Economic Development
Communications Office
Phone 651-259-7149 or 1-800-657-3858 · TTY 1-800-657-3973
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Farmington Economic Development Authority



2016-2018 Strategic Plan for Economic Development

January 2016

Introduction

The key to successful communities is their heart and soul – the unique cultures, landscapes, traditions and values that people cherish – and with people themselves taking action to enhance and sustain the places they love. Many communities are ready to protect their unique character, deeply engage their citizens, and meet the challenges of the 21st Century. Economic Development is one of those challenges, and citizens can assist with it by shopping locally and creating awareness to other citizens about the businesses within the City.
(Farmington 2030 Comprehensive Plan Chapter 10: Economic Development Element)

Strategic planning is a key component of economic development. A three-year strategic plan is a valuable tool for both elected and appointed officials, as well as staff to provide work direction and prioritization of new initiatives. The following document outlines the EDA areas of focus for 2016-2018.

Participation

EDA Members:

Todd Larson, Chair

Jeri Jolley, Vice Chair

Doug Bonar

Steve Wilson

Kirk Zeaman

Adam Kienberger, Executive Director

Dr. Craig Waldron, Facilitator

Mission

The Economic Development Authority mission is to improve the economic vitality of the city of Farmington and to enhance the overall quality of life by creating partnerships, fostering employment opportunities, promoting workforce housing, and expanding the tax base through development and redevelopment.

Role of the EDA

The role of the Farmington EDA is to serve as an advisory board to the City Council on matters related to economic development. Through policy development and implementation of new and existing tools, the EDA serves as the voice of economic development.

Strategic Priorities

The following five priorities were ranked by the EDA at their strategic planning session and are defined below. These priorities will serve as the focus and primary guidance of the EDA from 2016-2018.

Because new opportunities and ideas will arise during this timeframe, these priorities are meant to serve as the focus areas of the EDA while allowing flexibility to thoughtfully explore other topics deemed important.

- 1. Develop tools for promoting growth and development in Farmington.**
- 2. Develop strong incentive policies to ensure proper use of tools.**
- 3. Explore plans for acquiring land for new industrial development.**
- 4. Complete the development of Vermillion River Crossings.**
- 5. Define and utilize the existing or future resources of the EDA.**

Implementation Strategies

1. Develop tools for promoting growth and development in Farmington.
 - Identify traditional economic development tools
 - Identify tools that can be unique to Farmington
 - Identify existing resources
 - Identify potential resource partners
 - Recommend tools to City Council
2. Develop strong incentive policies to ensure proper use of tools.
 - Discuss criteria and thresholds desired for individual tools (i.e. job creation, wages, etc.)
 - Recommend policies to City Council
 - Allocate necessary resources
 - Promote available tools
 - Website etc.
3. Explore plans for acquiring land for new industrial development.
 - Provide input on the 2040 Comprehensive Plan and land use designations
 - Encourage additional collaboration between advisory bodies
 - Joint meeting(s) with Planning Commission
 - Maintain relationships with local landowners
 - Explore additional ways to facilitate land development
4. Complete the development of Vermillion River Crossings.
 - Maintain relationship with broker/landowners
 - Consider alternate land use options
 - Discuss existing assessments
5. Define and utilize the existing or future resources of the EDA.
 - Do current resources align with desired tools/initiatives?
 - Explore economic development revenue opportunities
 - Joint meeting(s) of the EDA and City Council

2016 Work Plan TBD

Check in on strategic priorities at each EDA meeting to demonstrate progress or discussion needed.