



City of Blaine

Economic Development Authority

September 4, 2024 | 8:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

The purpose of the Blaine Economic Development Authority is to increase the City's commercial/industrial tax base, provide employment opportunities, undertake redevelopment to enhance and maintain neighborhood economic stability, and address special needs, such as senior housing. As authorized under Minnesota State statutes, the Blaine City Council also serves as the Blaine Economic Development Authority.

AGENDA

1. Call to Order

2. Roll Call

3. Approval of Minutes

3.1. 2024-366 Approval of the June 15, 2024 Economic Development Authority (EDA) Minutes.

Sponsors: Erik Thorvig, Community Development Director

4. New Business

4.1. RES 24-164 Resolution Granting an Access Agreement to EB Blaine, LLC

Sponsors: Erik Thorvig, Community Development Director

5. Old Business

6. Adjournment



City of Blaine

Economic Development Authority

July 15, 2024 | 8:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The meeting was called to order at 8:32PM by President Sanders followed by the Roll Call.

2. Roll Call

PRESENT: President Tim Sanders, Commissioners Terra Fleming, Leslie Larson, Chris Massoglia (attending remotely from The Wheelhouse Restaurant, E1209 County Q, Waupaca WI 54981-8432), Tom Newland, and Jess Robertson.

ABSENT: Commissioner Lori Saroya.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Community Development Specialist Elizabeth Showalter; Director of Administrative Services Scott Johnson; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. Approval of Minutes

3.1. 2024-280 Approval of the July 1, 2024 Economic Development Authority (EDA) Minutes.

Sponsors: Erik Thorvig, Community Development Director

Moved by Commissioner Robertson, seconded by Commissioner Newland, that the Minutes of July 1, 2024, be approved.

A roll call vote was taken. Motion adopted unanimously.

4. New Business

4.1. RES 24-142 Resolution Authorizing Contract with Minnesota Housing for the Manufactured Home Repair Program.

Sponsors: Elizabeth Showalter, Community Development Specialist

Community Development Specialist Showalter stated the EDA was awarded \$347,000 in funds from the Minnesota Housing Homeownership Impact Fund in 2023. The contract with Minnesota Housing allowing for distribution of those funds is now available and staff recommends approval of the contract.

Moved by Commissioner Robertson, seconded by Commissioner Larson, to adopt a Resolution Authorizing Contract with Minnesota Housing for the Manufactured Home Repair Program.

A roll call vote was taken. Motion adopted unanimously.

5. Old Business

None.

6. Adjournment

Moved by Commissioner Robertson, seconded by Commissioner Larson, to adjourn the meeting at 8:35PM.

A roll call vote was taken. Motion adopted unanimously.



City of Blaine Staff Report

File Number: RES 24-164

Agenda Date

September 4, 2024

Status

In Control

Economic Development Authority

File Type

Resolution

New Business - Erik Thorvig, Community Development Director

Agenda Item # 4.1

Resolution Granting an Access Agreement to EB Blaine, LLC

Executive Summary

Background

The developer of the 105th Avenue Redevelopment project intends to perform certain site investigation and preparation activities on EDA owned property including, but not limited to, accessing the EDA property, hauling materials and equipment through the EDA property, activities related to investigation and installation of roadway, utilities, infrastructure construction and general site work. This activity will begin in 2024, prior to the EDA transferring property to the developer. Therefore, an agreement has been prepared to allow the developer access to EDA-owned property to complete said work. Other agreements will be in place specifically related to the improvements that are occurring, including the master development agreement and infrastructure development agreement. These agreements will require engineering plans and certain financial guarantees, which is typical when public improvements are being completed by a developer.

Strategic Plan Relationship

Board/Commission Review

Not applicable.

Financial Impact

Not applicable.

Public Outreach/Input

Not applicable.

Staff Recommendation

Approve the attached resolution.

Attachment List

1. Access Agreement



City of Blaine

Signature Copy

Resolution: RES 24-164

Resolution Granting an Access Agreement to EB Blaine, LLC

WHEREAS, the EDA owns property within the 105th Redevelopment Area; and

WHEREAS, EB Blaine, LLC has been selected as the master developer and desires certain access rights to the property prior to purchase; and

WHEREAS, the work includes hauling materials and equipment through the EDA property, activities related to investigation and installation of roadway, utilities, infrastructure construction and general site work.

NOW THEREFORE, BE IT RESOLVED, that the Blaine Economic Development Authority hereby approves an access agreement attached hereto and hereby authorizes the executive director and president to authorize the document.

PASSED by the Blaine Economic Development Authority this 4th day of September, 2024.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “**Agreement**”) is made as of September __, 2024 (the “**Effective Date**”), by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“**Grantor**”), and EB BLAINE DEVELOPMENT LLC, a Minnesota limited liability company (“**Grantee**”).

RECITALS:

WHEREAS, Grantor is the fee simple owner of certain property located legally described on Exhibit A attached hereto (the “**EDA Property**”).

WHEREAS, in furtherance of the 105th Redevelopment project as envisioned in the Blaine Town Center Master Plan, dated May 27, 2022, Grantee intends to perform certain site investigation and preparation activities on the EDA Property including, but not limited to, accessing the EDA Property, hauling materials and equipment through the EDA Property, activities related to investigation and installation of a roadway, utilities, infrastructure construction and general site work (collectively, the “**Site Work**”).

WHEREAS, the parties hereto desire to enter into this Agreement for the purposes of granting to Grantee a temporary, non-exclusive easement for the purposes of performing the Site Work and for purposes of accessing the EDA Property throughout the term of this Agreement.

WHEREAS, the parties acknowledge that Grantee is also performing similar site work on property adjacent to the EDA Property.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein set forth, Grantor and Grantee hereby agree as follows:

AGREEMENT:

1. **Incorporation.** The foregoing Recitals are, by this reference, hereby incorporated into and made a part of this Agreement as if the same had been fully set forth in this Agreement. The terms defined in the Recitals of this Agreement shall have the meanings set forth therein.

2. **Temporary Construction and Access Easement.** Grantor hereby grants to Grantee, and its successors, assigns, employees, agents and contractors, a temporary, non-exclusive easement over and across the EDA Property for the purposes of performing the Site Work (the “**Easement**”). The Easement

shall further include the right of Grantee to vehicular and pedestrian ingress, egress, and reasonable access through the EDA Property and all ancillary rights thereto in order to perform the Site Work.

3. **Term.** Unless otherwise extended by agreement of the parties, this Agreement and the Easement shall expire upon the earlier of (i) Grantee's completion of the Site Work, (ii) twenty-four (24) months after the Effective Date, or (iii) seventy-two (72) hours after notice by the Grantor's Executive Director.

4. **Indemnity/Insurance.** Grantee shall assume all risks associated with its agents, employees, contractors or other representatives' activities on the EDA Property and/or related to the Site Work, and agrees to defend, indemnify and hold harmless Grantor of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation, reasonable attorneys' fees and court costs) arising from, out of or in connection with or otherwise relating to the entry by any one or more of Grantee and its agents, employees, contractors and other representatives in, on or about the EDA Property. Grantee shall, prior to any such entry, provide to Grantor evidence of general comprehensive liability insurance with a combined liability limit of not less than Two Million and No/100 Dollars (\$2,000,000.00), which limit may be evidenced by the addition of excess or umbrella insurance coverage, insuring against any liability by any one or more of Grantee and its agents, employees, contractors or other representatives arising from, out of or in connection with or otherwise relating to the entry or activities by any one or more of Grantee and its agents, employees, contractors and other representatives in, on or about the EDA Property. Grantee shall name Grantor as an additional insured on its general liability policy of insurance. Certified copies of said policies or certificates evidencing such insurance shall be filed with the Grantor before said work is started. Failure to obtain, maintain, provide certificates, or meet any other obligation regarding the required insurance does not discharge Grantee's insurance, indemnity, or any other obligation under the Agreement but constitutes a breach of this Agreement. The foregoing indemnification shall not apply to the extent such events, matters, or claims directly result in whole from the negligence or willful misconduct of Grantor or its respective employees, contractors, subcontractors or agents.

5. **Documentation.** Grantee agrees to provide to Grantor, upon request by Grantor, all reports and documentation conducted by or respecting Grantee's Site Work and condition of the EDA Property that Grantee or its agents, employees, contractors or other representative have in their respective possessions. Except as or unless provided or required otherwise by the Master Development Agreement, delivery of such items is on an "as is" basis without representation or warranty of any kind.

6. **General Provisions.**

a. **Binding Effect; Covenants Running With Land.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement. This Agreement shall run with the land until terminated upon the earlier to occur of: (i) a termination pursuant the terms of this Agreement; or (ii) in writing by Grantor and Grantee.

b. **Amendments.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by Grantor and Grantee or their duly authorized representative(s).

c. **Abandonment.** Easements created hereunder will not be presumed abandoned by non-use and rights and the easements and rights created hereunder will not terminate due to the occurrence of any damage or destruction of portions of the property subject to an easement or other right except as provided expressly herein.

d. Governing Law and Venue. This Agreement will be governed in accordance with the laws of Minnesota, including without limitation matters affecting title to all real property described herein. Any dispute, claim, or litigation arising out of this Agreement shall be venued exclusively in Anoka County District Court, state of Minnesota, and shall not be removed therefrom to any other federal or state court.

e. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Lots to the general public for any public use or purpose whatsoever.

f. Severability. If any clause, sentence or other portion of the terms, conditions or covenants of this Agreement become illegal, null or void for any reason or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

g. Waiver. Failure to enforce any covenant or condition of this Agreement shall not be deemed to be a waiver of the right to do so thereafter. No waiver by either party of any covenant or condition of this Agreement shall be effective or binding on such party unless made in writing and no waiver shall be implied from any omission by a party to act with respect to such covenant or condition. The express written waiver of any covenant or condition shall not be a waiver of any other covenant or condition or cover any other period of time except for the covenant or condition and/or period of time specified in such express waiver.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first above written.

GRANTOR:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF BLAINE, MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services of the City

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of the Economic Authority of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public
My Commission Expires: _____

[Signatures continue on following page(s)]

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the Executive Director of the Economic Development Authority of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public
My Commission Expires: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the Director, Office of Financial Services of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public
My Commission Expires: _____

[Signatures continue on following page(s)]

GRANTEE:

EB BLAINE DEVELOPMENT LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, _____ of EB BLAINE DEVELOPMENT LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public
My Commission Expires: _____

THIS DOCUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (AMP)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
(612) 604-6604

EXHIBIT A

Legal Description of the EDA Property

[To be added]

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