

**City of Dayton**  
**Economic Development Authority (EDA)**  
**December 17, 2024**  
**7:30 a.m.**

7:30 1. **Call to Order**

The EDA consists of seven members including two City Councilmembers and five members of the Dayton business community or residents of the City of Dayton with business and/or economic development expertise, each with an interest in promoting the economic growth and development of the City of Dayton. The EDA shall have all the powers, duties, and responsibilities set forth in Minnesota Statutes §469.090 to §469.1081.

7:30 2. **Approval of the Agenda**

7:30 3. **Consent Agenda**

A. Approval of Minutes, November 19, 2024

7:30 4. **Open Forum**

Time is limited to 3 minutes. No EDA Action will be taken. However, direction can be given to staff for future meetings.

5. **Old Business**

7:30 A. None.

6. **New Business**

7:30 A. **Public Hearing:** Resolution 03-2024, Establishing the Boundaries of the Economic Development District for the Economic Development Authority of the City of Dayton, Minnesota

7:35 B. Resolution 04-2024, Approving Elevate Hennepin Multi-Jurisdictional Agreement 2025-2026

7:45 7. **Staff & Board Updates** (verbal)

A. Staff Updates

- Development updates

B. Board Updates

The next EDA meeting will be Tuesday, January 21, 2025, 7:30 am

8:00 8. **Adjourn**

**MINUTES OF THE NOVEMBER 19, 2024  
ECONOMIC DEVELOPMENT AUTHORITY MEETING**

Chair Huttner called the November 19, 2024, EDA to order at 7:30 a.m.

**Roll Call**

Present: EDA Chair Huttner, Anderson, Bernens, Fashant, Luther, Peralta, Salonek

Absent: None

Also, in attendance: Jon Sevald, Community Development Director; Hayden Stensgard, Planner II; Zach Doud, City Administrator/Finance Director; Amanda Johnson, EDA Attorney

**Approval of the Agenda**

Motion to approve the agenda by Fashant seconded by Luther all ayes. Motion passed unanimously.

**Consent Agenda**

**A. Approval of EDA Minutes from October 15, 2024**

Fashant stated that he was listed as present at the last meeting, and he was absent.

The revised EDA minutes of October 15, 2024, were approved by general consensus.

**Open Forum**

No one came forward for open forum.

**Old Business**

**A. Discussion: MN Bonding Bill to Purchase Property**

Sevald came forward and stated that Senator Hoffman attended the last meeting and had a great discussion about the process of using a Minnesota Bonding Bill to purchase property. There are some limitations. With State bonding, the property must be purchased for a public use for the entirety of its usable life.

Johnson stated that the EDA would not qualify for State bonding to purchase property for any sort of private use. Johnson explained the State bonding process in depth.

Additional discussion ensued.

Sevald stated that his understanding from the discussion the EDA held, was to move towards a cash award from the legislature.

Anderson stated that Senator Hoffman recommended that the EDA be in contact with Congressman Nadeau.

Johnson suggested that the EDA attempt to get on the Bonding Tour for the upcoming spring.

Additional discussion ensued.

## **New Business**

### **A. Discussion: Abandoned/Damaged Utilities in Public Right-Of-Way**

Huttner stated that Dayton is not very inviting when abandoned and damaged utilities are in the public right-of-way. Huttner asked how the City can encourage the repairs to be made quicker. Sevald stated that the City does not intend to take ownership of damaged utilities, but the City can request that they be repaired or removed.

Anderson asked what needs to be done in order to start the process. Sevald stated that it is a matter of knowing there is a problem, and then taking care of it.

Fashant asked if an inventory is needed. Sevald stated that it is a matter of finding the time for Staff to take care of it.

### **B. Discussion: Business Assistance Flyer**

Huttner directed the EDA's attention to other cities' business fliers and requested suggestions for Dayton.

Bernens is in favor of sending business flyers out once or twice per year to residents of Dayton.

Huttner stated that about \$600 would cover the cost of sending a flyer to every home in Dayton.

Salonek stated that the cost would be closer to \$2,000.

Anderson suggested that the flyer be added to *The Dayton Communicator*.

Peralta suggested that a QR code be added to *The Dayton Communicator*.

There was consensus for Sevald to create a single-page, 8.5 by 11-inch, flyer for *The Dayton Communicator*.

Additional discussion ensued regarding the contents of the flyer.

### **C. Discussion: Q & A with EDA Attorney**

Huttner stated this is the opportunity for the EDA Members to ask any question they may have of the attorney who represents the EDA.

Anderson asked for an update on the "triangle property." Johnson stated that there is a class action lawsuit related to a property that was sold for more than the back taxes owed in Hennepin County. The "triangle property" is a City-owned property with a use restriction.

Additional discussion ensued.

## **Staff Updates**

### **A. HoliDayton**

Sevald stated that HoliDayton is December 5, 2024, from 6:00 p.m. until 8:00 p.m. All the Commissions are invited to walk in the parade. Businesses are invited to have a lit float in the parade.

The parade route was discussed.

## **B. EDA Bylaws**

Sevald reminded the EDA that they requested an amendment to the EDA Bylaws that allowed for excused absences. The City Council reviewed the EDA's request and did not approve it.

Sevald stated that all members of Commissions are only allowed to miss up to three meetings per year. Upon missing the fourth meeting, the Member would be removed from the Commission.

Additional discussion ensued.

## **C. Tax Forfeiture Property, PID: 31-120-22-13-0010**

This item was not addressed.

## **D. Development Updates**

Sevald stated that the following are currently being worked on by Staff: 1) Ordinance Amendment for Cannabis; 2) Ordinance Amendment for Temporary Signs; 3) Ritger IUP for Home Extended Business; and, 4) QT Farms Concept Plan.

Sevald stated the following items are pending City Council approval: 1) Dayton Creek Addition with seven outlots for future commercial or residential use; 2) Fisher Farms IUP for an Event Center Amendment; 3) Dayton Parkway Master Plan; 4) Kwik Trip Variance; 5) Parkway Neighborhood 180 multi-family units; and, 6) Territorial Grove 42 single-family lots.

Additional discussion centered on Kwik Trip's variance ensued.

Sevald stated that the following items are under construction: 1) Dayton Storage 73,000 square feet of self-storage; 2) Opus 132,000 square feet of industrial use; 3) Sinamco Trading, Inc. cold storage; 4) Brayburn Trails East; 5) Riverwalk 3<sup>rd</sup> Addition; and, 6) Sundance Woods 11<sup>th</sup> Addition.

Additional discussion ensued regarding the purchasing of property by Three Rivers Park District.

Additional discussion ensued regarding the signage throughout the City of Dayton.

Motion to explore the signs at the points of entry to the City by Bernens seconded by Peralta, all ayes. Motion passed unanimously.

## **Board Updates**

### **A. The Next EDA Meeting will be Tuesday, December 17, 2024, at 7:30 a.m.**

**B. Salonek asked why the City Council doesn't have an attendance requirement.**

Fashant stated that because City Council Members are elected, it changes the dynamic.

Doud added that Commission Members are appointed.

**Adjourn**

Motion by Fashant and seconded by Bernens to adjourn at 9:41 a.m. Motion passed unanimously.

Respectfully submitted,  
Jon Sevald, Community Development Director

**ITEM:**

Public Hearing: Resolution 03-2024, Establishing the Boundaries of the Economic Development District for the Economic Development Authority of the City of Dayton, Minnesota

**APPLICANT:**

City of Dayton

**PREPARED BY:**

Jon Sevald, Executive Director

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Motion to Approve Establishing boundaries of the Economic Development District.

**BACKGROUND:**

Prior to the EDA acquiring, improving and/or redeveloping property, the EDA must establish an Economic Development District for which such property is to be located in. Resolution 03-2024 establishes the entire city as the EDA's Economic Development District.

Establishment of this district is required prior to the EDA acquiring the Lent properties.

**CRITICAL ISSUES:**

None.

**60/120-DAY RULE (IF APPLICABLE):**

	60-Days	120-Days
N/A		

**RELATIONSHIP TO COUNCIL GOALS:**

*Build Quality Infrastructure*  
*Planning Ahead to Manage Thoughtful Development*  
*Create a Sought After Community*

**BUDGET IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends Approval.

A Public Hearing Notice was published by THE PRESS on November 28, 2024.

**ATTACHMENT(S):**

Resolution 03-2024

**CITY OF DAYTON  
COUNTIES OF HENNEPIN AND WRIGHT**

**RESOLUTION NO. 03-2024**

**RESOLUTION ESTABLISHING THE BOUNDARIES OF THE ECONOMIC  
DEVELOPMENT DISTRICT FOR THE ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF DAYTON, MINNESOTA**

**WHEREAS**, pursuant to the authority in Minnesota Statute § 469.101, Subd. 1, the Economic Development Authority of the City of Dayton (“EDA”) may create and define the boundaries of the economic development district(s) within the City; and

**WHEREAS**, Minnesota Statute § 469.101., Subd. 1 requires that the EDA hold a public hearing on the matter and publish notice at least ten days prior to said public hearing; and

**WHEREAS**, a Public Hearing notice was published by THE PRESS on November 28, 2024; and,

**WHEREAS**, the EDA finds that an economic development district is proper and desirable to establish and develop within the City.

**NOW THEREFORE**, the Economic Development Authority of City of Dayton, Minnesota, resolves the following:

1. An economic development district is proper and desirable to establish and develop within the City of Dayton.
2. Pursuant to the authority in Minnesota Statute § 469.101, Subd. 1, the boundaries of the economic development district shall encompass the entirety of the City of Dayton.

Adopted by the Economic Development Authority of the City of Dayton this 17th day of December, 2024.

\_\_\_\_\_  
Tim Huttner, President

ATTEST:

\_\_\_\_\_  
Jon Sevald, Executive Director

Motioned by \_\_\_\_\_. Seconded by \_\_\_\_\_.  
*Motion Approved*

**ITEM:**

Resolution 04-2024, Approving Elevate Hennepin Multi-Jurisdictional Agreement 2025-2026

**APPLICANT:**

City of Dayton

**PREPARED BY:**

Jon Sevald, Executive Director

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Motion to Approve contract with Elevate Hennepin for 2025-2026.

**BACKGROUND:**

In March 2023, the EDA entered into an agreement with Hennepin County for the county to administer the *Elevate Hennepin* program, providing technical assistance at no cost to Dayton businesses. The county provides semi-annual reports. This contract expires on December 31, 2024. The proposed contract is for 2025-2026.

January – June 2024, eight businesses utilized Elevate Hennepin resources, totaling 140 consulting hours.

**CRITICAL ISSUES:**

None.

**60/120-DAY RULE (IF APPLICABLE):**

	60-Days	120-Days
N/A		

**RELATIONSHIP TO COUNCIL GOALS:**

*Create a Sought After Community*

**BUDGET IMPACT:**

\$2,500 per year. This is a budgeted item.

**RECOMMENDATION:**

Staff recommends Approval.

**ATTACHMENT(S):**

Resolution 04-2024

Dayton – Elevate Hennepin snapshot

Elevate Hennepin August 2024 Impact Report



**CITY OF DAYTON  
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA  
ECONOMIC DEVELOPMENT AUTHORITY**

**RESOLUTION 04-2024**

**APPROVING ELEVATE HENNEPIN MULTI-JURISDICTIONAL AGREEMENT 2025-2026**

**WHEREAS**, The City of Dayton Economic Development Authority (EDA) shall have all the powers, duties, and responsibilities set forth in Minnesota Statutes §469.090 to §469.1081; and,

**WHEREAS**, in 2023, the EDA entered into an agreement with Hennepin County to administer the Elevate Hennepin program, offering consulting services to Dayton businesses and entrepreneurs at no cost to users. This service has benefited multiple local businesses. This agreement expires December 31, 2024.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Dayton EDA Approves an Agreement with Hennepin County to administer the Elevate Hennepin program, January 1, 2025 through December 31, 2026.

ADOPTED this 17<sup>th</sup> day of December, 2024, by the City of Dayton Economic Development Authority.

\_\_\_\_\_  
Tim Huttner, President

ATTEST:

\_\_\_\_\_  
Jon Sevald, Executive Director

Motion by \_\_\_\_\_, Second by \_\_\_\_\_.  
*Motion Approved.*

**ELEVATE HENNEPIN™  
MULTI-JURISDICTIONAL AGREEMENT  
2025-2026**

This Agreement (“Agreement”) is between County of Hennepin, A-2300 Government Center, Minneapolis, Minnesota 55487, a public body corporate and politic under the law of the State of Minnesota (“COUNTY”), the Hennepin County Housing and Redevelopment Authority, A-2300 Government Center, Minneapolis, Minnesota 55487, a public body corporate and politic under the law of the State of Minnesota (“HCHRA”) and the Dayton Economic Development Authority, 12260 South Diamond Lake Road, Dayton, MN 55327 (“AUTHORITY”), a political subdivision of the State of Minnesota, each a “Party” and collectively “Parties”.

**RECITALS**

**WHEREAS**, the HCHRA operates Elevate Hennepin, a suite of small business resources and programming that provides aspiring entrepreneurs and local businesses based in Hennepin County with inclusive access to professional consulting, a network of over thirty culturally diverse small business technical experts, and targeted cohort-based programming for businesses at specific stages of growth, all of which are services and resources available through a website that provides one-stop access to a wide variety of events, trainings, and other small business resources; and

**WHEREAS**, beginning in 2025, the COUNTY will offer eligible businesses access to low-barrier financing to (1) a small business capital loan fund and (2) a capital commercial space loan fund (together, “Loan Programs”), each operated by a competitively selected nonprofit community-based lender, (NextStage); and

**WHEREAS**, in addition to Elevate Hennepin and the Loan Programs, the HCHRA and the COUNTY each operate and/or offer various other economic development resources to start, grow, and improve Hennepin County businesses and commercial spaces (together, “Economic Development Resources”); and

**WHEREAS**, the COUNTY’s and the HCHRA’s Economic Development Resources together make up a program for economic development in the City of Dayton (the “Program”); and

**WHEREAS**, the Program represents a multijurisdictional program authorized under Minnesota Statute § 383B.79, designed to promote economic development and job creation in the City of Dayton.

NOW THEREFORE, the Parties agree to cooperate in the implementation and promotion of the Program as follows:

1. **TERM AND COST OF THE AGREEMENT**

This Agreement shall commence on January 1, 2025, and expire on December 31, 2026 unless terminated earlier in accordance with the provisions herein.

AUTHORITY shall pay HCHRA in accordance with this Agreement an annual fee of **Two Thousand and Five Hundred Dollars and no/100 (\$2,500.00) in 2025, and Two Thousand and Five Hundred Dollars and no/100 (\$2,500.00) in 2026**. The total cost of this Agreement, including all reimbursable expenses, shall not exceed **Five Thousand Dollars and no/100 (\$5,000.00)**.

2. SERVICES TO BE PROVIDED

- A. HCHRA shall maintain Elevate Hennepin as described above, offering technical assistance and cohort programming, available at no-cost to qualifying businesses and entrepreneurs located in City of Dayton throughout the contract term. HCHRA shall provide AUTHORITY with a bi-annual report documenting the number of business clients served by the Program, aggregate demographics of business clients, a bi-annual list of business clients that have used Elevate Hennepin to assist AUTHORITY in measuring outcomes.
- B. The Program, through a COUNTY grant agreement with Nextstage, will offer low-barrier financing to eligible and qualifying businesses in the City of Dayton. The low-barrier financing includes (1) general purpose, subordinated small business loans up to an estimated maximum loan amount of \$50,000; and (2) a unique financing product designed to assist qualified, low-equity borrowers in the purchase and renovation of commercial space as their place of business up to an estimated maximum loan amount of \$350,000. COUNTY shall monitor loan activity and lender performance on an annual or more frequent basis and provide updates to AUTHORITY upon request.
- C. HCHRA shall provide AUTHORITY with branding guidelines and communication toolkits to promote the Program on the City of Dayton's website, newsletter, social media, and other communication channels. HCHRA shall promote and recognize AUTHORITY as a Program (*ie*, Elevate Hennepin) sponsor and include recognition of AUTHORITY on the website promoting all Elevate Hennepin programming.

AUTHORITY shall promote Elevate Hennepin on the City of Dayton's website, newsletters, social media, and other forms of communications, as appropriate and following the directives in Section 18 of this Agreement, and shall follow HCHRA's branding guidelines, as directed by HCHRA. AUTHORITY shall make best efforts to coordinate communications with HCHRA and provide a bi-annual update on AUTHORITY's promotional and communication efforts, in a virtual meeting with HCHRA staff.

- D. AUTHORITY confirms, transfers, assigns, and conveys to HCHRA and COUNTY all right, title, and interest in all intellectual property which AUTHORITY may create, conceive, develop, or originate, either individually or jointly with others, and

which arises out of the performance of this Agreement, including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology (“Intellectual Property Rights”). As applicable, all works of authorship created by AUTHORITY for HCHRA or COUNTY in performance of this Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act. AUTHORITY shall, upon request of HCHRA or COUNTY, execute all papers and perform all other acts necessary to assist HCHRA to establish, protect, and preserve HCHRA and COUNTY’s Intellectual Property Rights.

For clarification, all Parties shall retain ownership of intellectual property developed prior to or outside of this Agreement (“Pre-existing IP”). However, and as applicable, COUNTY grants HCHRA and AUTHORITY a royalty-free license to use COUNTY’s Elevate Hennepin service mark solely for the purposes and duration of this Agreement. Any use of the Elevate Hennepin name, service mark and/or any other Hennepin County or HCHRA Intellectual Property Rights that is not expressly permitted by this Agreement (including without limitation any use of the Elevate Hennepin service mark in connection with products sold under any third-party private label) is prohibited without the prior written consent of COUNTY. AUTHORITY recognizes and acknowledges that all right, title, and interest in and to the Elevate Hennepin service mark and Elevate Hennepin intellectual property is owned by COUNTY. The Elevate Hennepin service mark and any other Intellectual Property Rights licensed under this Agreement are provided on an “as is” basis.

- E. AUTHORITY agrees that when publicly identifying or using the Elevate Hennepin service mark, it will include a service mark symbol as follows: Elevate Hennepin<sup>SM</sup>. AUTHORITY further agrees that it will immediately cease all use of the Elevate Hennepin service mark and any HCHRA or COUNTY Pre-existing IP upon termination of this Agreement.
- F. Should COUNTY rename or rebrand the Elevate Hennepin<sup>TM</sup> suite of resources and programming at any point as described in Section 12.B., the terms and obligations under this Section remain in force and will be applicable to the intellectual property under COUNTY’s chosen name or brand.

### 3. PAYMENT FOR SERVICES

HCHRA shall invoice AUTHORITY on an annual basis by December 15. AUTHORITY shall provide payment by the end of each calendar year. In the event this Agreement is terminated early by either party in accordance with this Agreement, AUTHORITY shall be responsible for payment to HCHRA of a portion of any unpaid annual cost, prorated through the date notice of termination was provided.

### 4. CONTRACT ADMINISTRATION

To coordinate the services of HCHRA, COUNTY, and AUTHORITY so as to accomplish the purposes of this Agreement, Zach Doud, City Administrator, or successor (“Contract

Administrator”), shall manage this Agreement on behalf of AUTHORITY and serve as liaison between AUTHORITY and HCHRA and COUNTY.

Lily Shaw, Economic Development Manager, [lily.shaw@hennepin.us](mailto:lily.shaw@hennepin.us), Hennepin HCHRA Housing and Economic Development, 625 4<sup>th</sup> Avenue South, Suite 1500, Minneapolis, MN 55415, or successor, shall manage the Agreement on behalf of HCHRA and COUNTY.

## 5. INDEPENDENT CONTRACTORS

AUTHORITY, COUNTY, and HCHRA shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting AUTHORITY as the agent, representative, or employee of HCHRA or COUNTY for any purpose. AUTHORITY, COUNTY, and HCHRA are and shall remain independent contractors for all services performed under this Agreement. AUTHORITY, COUNTY, and HCHRA shall secure at their own expense all personnel required in performing services under this Agreement. AUTHORITY’s personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with HCHRA or COUNTY and will not be considered employees of HCHRA or COUNTY. Neither HCHRA nor COUNTY shall be responsible for any claims related to or on behalf of any of AUTHORITY’s personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers’ Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against AUTHORITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from HCHRA or COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers’ compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## 6. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, HCHRA, COUNTY, AUTHORITY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting procedures and practices of the parties and involve transactions relating to this Agreement. The parties shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

## 7. DEFAULT AND CANCELLATION/TERMINATION

Notwithstanding any provision of this Agreement, any Party may withdraw from this Agreement before the expiration date of December 31, 2026. Notice shall be effective upon

delivery to the contact managers for all Parties listed in Section 4 of this Agreement of a copy of the resolution of the Party's governing body, or a copy of the Party's appropriate administrative authority, indicating its intent to withdraw from this Agreement.

If AUTHORITY, COUNTY, or HCHRA fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, that Party shall be in default. Unless the default is excused in writing by the non-defaulting Parties, the non-defaulting Parties may upon written notice immediately terminate this Agreement in its entirety.

All Parties shall attempt to resolve disputes related to this Agreement in good faith.

8. INDEMNIFICATION

All Parties to this Agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Parties, their officers, employees or agents. All Parties hereby agrees to indemnify, hold harmless and defend the other Parties, their officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Parties, their officers, employees or agents may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the Parties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Parties, any amounts in excess of the limits on liability established in Minnesota Municipal Tort Liability Act, Minn. Stat. Ch. 466, applicable to any one Party. The limits of liability for one or more of the Parties may not be added together to determine the maximum amount of liability for any Party.

9. INSURANCE

All Parties shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any unusual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. § 466.04 and the Workers' Compensation law and shall be in accordance with Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. The Parties may satisfy this requirement through a program of self-insurance.

10. DATA PRIVACY

A. The Parties, their agents, employees, and any of their subcontractors, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government

Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to chapter 13. All Parties shall promptly notify the others if that Party becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, related to services performed under this Agreement.

- B. In addition to the foregoing MGDPA and other applicable law obligations, AUTHORITY shall comply with the following duties and obligations regarding HCHRA Data and COUNTY Data (as each term is defined herein).

As used herein, "HCHRA Data" means any data or information, and any copies thereof, created by AUTHORITY or acquired by AUTHORITY from or through HCHRA pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

As used herein, "County Data" means any data or information, and any copies thereof, created by AUTHORITY or acquired by AUTHORITY from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If AUTHORITY has access to or possession/control of HCHRA Data or COUNTY Data, AUTHORITY shall safeguard and protect the HCHRA Data and/or COUNTY Data in accordance with generally accepted industry standards, all laws, and all then applicable HCHRA and/or COUNTY policies, procedures, rules and directions, as applicable. To the extent of any inconsistency between accepted industry standards and such HCHRA and/or COUNTY policies, procedures, rules and directions, AUTHORITY shall notify HCHRA and/or COUNTY of the inconsistency and follow HCHRA and/or COUNTY direction. AUTHORITY shall immediately notify HCHRA and/or COUNTY of any known or suspected security breach or unauthorized access to HCHRA Data or COUNTY Data, as applicable, then comply with all responsive directions provided by HCHRA and/or COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying AUTHORITY's indemnification obligations herein.

- C. INTENTIONALLY OMITTED.

- D. Upon expiration or termination of this Agreement:

- (1) At the discretion of HCHRA and COUNTY, and as specified in writing by the Contract Administrator, AUTHORITY shall deliver to the Contract

Administrator all HCHRA Data and COUNTY Data so specified by HCHRA and COUNTY.

- (2) HCHRA shall have full ownership and control of all such HCHRA Data. If HCHRA permits AUTHORITY to retain copies of the HCHRA Data, AUTHORITY shall not, without the prior written consent of HCHRA or unless required by law, use any of the HCHRA Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such HCHRA Data; and shall not do anything which in the opinion of HCHRA would affect HCHRA's ownership and/or control of such HCHRA Data.
- (3) COUNTY shall have full ownership and control of all such COUNTY Data. If COUNTY permits AUTHORITY to retain copies of the COUNTY Data, AUTHORITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the COUNTY Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such COUNTY Data; and shall not do anything which in the opinion of HCHRA would affect COUNTY's ownership and/or control of such COUNTY Data.
- (3) Except to the extent required by law or as agreed to by HCHRA and/or COUNTY, AUTHORITY shall not retain any HCHRA Data or COUNTY Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, AUTHORITY shall, upon HCHRA's or COUNTY's request, certify destruction of any HCHRA Data or COUNTY Data so specified.

#### 11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. AUTHORITY, COUNTY, and HCHRA each bind themselves, their partners, successors, assigns and legal representatives to each other for all covenants, agreements and obligations herein.
- B. Neither AUTHORITY, COUNTY, nor HCHRA shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the other Party. Permission to assign, however, shall under no circumstances relieve the assigning Party of its liabilities and obligations under the Agreement. Nothing in this Agreement shall prevent HCHRA from renaming or rebranding Elevate Hennepin<sup>SM</sup> during or after the term of this Agreement, and such renaming or rebranding will not affect the obligations of the Parties or the terms of this Agreement.
- C. AUTHORITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of HCHRA and COUNTY. Permission to subcontract, however, shall under no circumstances



relieve AUTHORITY of its liabilities and obligations under the Agreement. Further, all Parties shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between any Party and each of their subcontractors shall require that the subcontractor's services be performed in accordance with this Agreement. The Parties shall make contracts between them and any subcontractors available upon request from any other Party.

## 12. MERGER, MODIFICATION AND SEVERABILITY

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are all bound by their own electronic signature(s) on this Agreement, and all agree and accept the electronic signature of the other Parties.

Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Termination, or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

## 13. DUTY TO NOTIFY

All Parties shall promptly notify the others of any demand, claim, action, cause of action or litigation brought against any Party, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. All Parties shall also notify the others whenever a Party has a reasonable basis for believing that it and/or its employees, officers, agents or subcontractors, and/or the other party, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

## 14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTORS; INDEMNIFICATION; INSURANCE; DUTY TO

NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. All Parties shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. All Parties certify that they are not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. All Parties shall immediately notify the others if that Party is debarred or suspended during the term of this Agreement.

16. NOTICES

Unless the Parties otherwise agree in writing, any notice or demand which must be given or made by a Party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to HCHRA shall be sent to the HCHRA Administrator with a copy to the originating HCHRA department at the address given in Section 4 of this Agreement. Notices to COUNTY shall be sent to the COUNTY Administrator with a copy to the Hennepin County Department of Housing and Economic Development at the address given in Section 4 of this Agreement. Notice to AUTHORITY shall be sent to the address stated in Section 4 of this Agreement.

17. CONFLICTS OF INTEREST

All Parties affirm that to the best of their knowledge, their involvement in this Agreement does not result in a conflict or potential conflict of interest with any other Party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to any Party, that Party shall immediately notify the others of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the others whether it will or will not resign from the other engagement or representation. Unless waived by the non-conflicted Parties, a conflict or potential conflict may, in the non-conflicted Parties' discretion, be cause for termination of this Agreement.

18. MEDIA OUTREACH

HCHRA shall provide media toolkits including, but not limited to, sample social media posts to AUTHORITY. HCHRA shall also provide Program brand guidance to AUTHORITY, which AUTHORITY shall follow. For clarification and not limitation, all Outreach shall be provided by HCHRA prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created for AUTHORITY pursuant to this

Agreement that reference or otherwise use the term “Hennepin County,” “HCHRA” or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, HCHRA, this Agreement, the services performed hereunder, or HCHRA or Hennepin County personnel, including but not limited to HCHRA and Hennepin County employees and elected officials.

19. MINNESOTA LAWS GOVERN

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

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## COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by  
the County Attorney's Office:

{ {Sig\_es\_:signer3:signature} }  
{ {userstamp3\_es\_:signer3:stamp} }

COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:

{ {Sig\_es\_:signer7:signature} }  
{ {userstamp7\_es\_:signer7:stamp} }

Reviewed for COUNTY by:

{ {Sig\_es\_:signer4:signature} }  
{ {userstamp4\_es\_:signer4:stamp} }

ATTEST:

{ {Sig\_es\_:signer8:signature} }  
{ {userstamp8\_es\_:signer8:stamp} }

Board Resolution No:  
{ {\*BoardResolution\_es\_:signer4:brs} }

By:

{ {Sig\_es\_:signer5:signature} }  
{ {userstamp5\_es\_:signer5:stamp} }

## HCHRA BOARD AUTHORIZATION

Reviewed for HCHRA by  
the County Attorney's Office:

{ {Sig\_es\_:signer2:signature} }  
{ { N\_es\_:signer2:fullname} }  
{ { ttl\_es\_:signer2:title} }  
{ { Dte\_es\_:signer2:date} }

Reviewed for HCHRA by:

{ {Sig\_es\_:signer4:signature} }  
{ { N\_es\_:signer4:fullname} }  
{ { ttl\_es\_:signer4:title} }  
{ { Dte\_es\_:signer4:date} }

Board Resolution No:

{ {\*BoardResolution2\_es\_:signer4:brs} }

HENNEPIN COUNTY HOUSING AND  
REDEVELOPMENT AUTHORITY  
STATE OF MINNESOTA

By:

{ {Sig\_es\_:signer6:signature} }  
{ { N\_es\_:signer6:fullname} }  
Chair of Its Board  
{ { Dte\_es\_:signer6:date} }

ATTEST:

{ {Sig\_es\_:signer8:signature} }  
{ { N\_es\_:signer8:fullname} }  
Deputy/Clerk of County Board  
{ { Dte\_es\_:signer8:date} }

By:

{ {Sig\_es\_:signer5:signature} }  
{ { N\_es\_:signer5:fullname} }  
Executive Director  
{ { Dte\_es\_:signer5:date} }

## AUTHORITY

AUTHORITY warrants that the person who executed this Agreement is authorized to do so on behalf of AUTHORITY as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

{ {Sig\_es\_:signer1:signature} }  
 { {userstamp1\_es\_:signer1:stamp} }  
 { {                   ttl\_es\_:signer1:title} }

\*AUTHORITY represents and warrants that it has submitted to HCHRA all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

# Dayton - Elevate Hennepin snapshot (Q1/Q2 2024)

Businesses  
receiving  
service

3

Q1/Q2 2024

8

Since Q4 2020

Hours of  
assistance

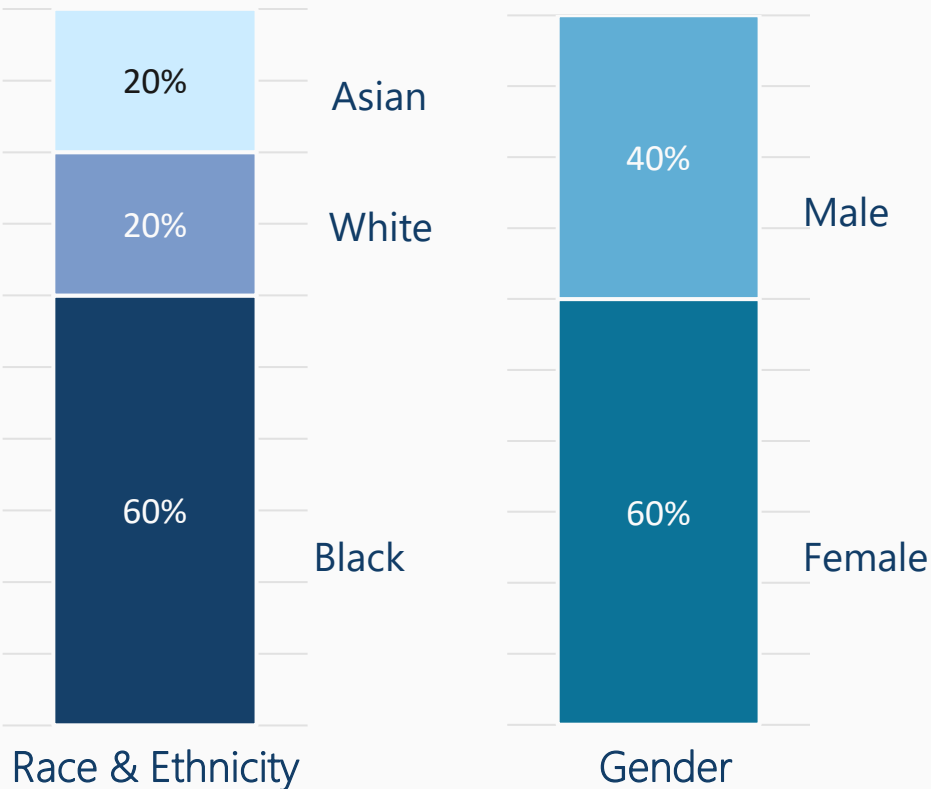
116

Q1/Q2 2024

156

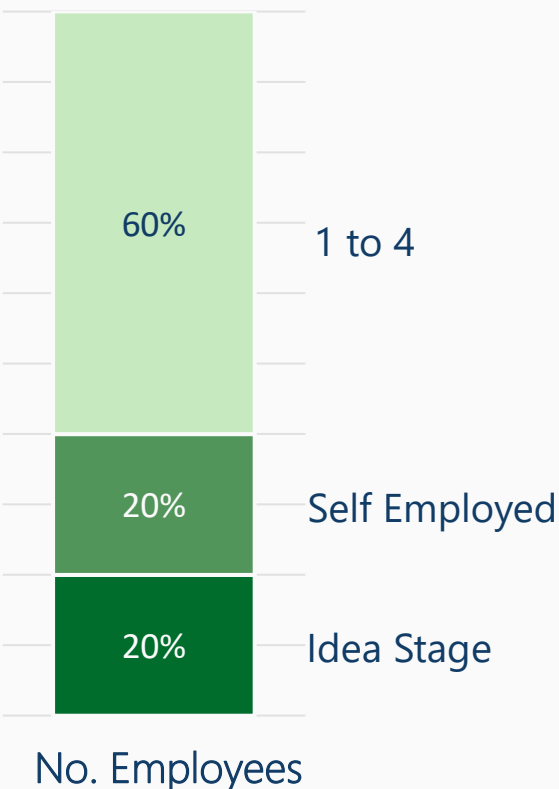
Since Q4 2020

Business data (since January 2023 / n = 5)



Hours by top vendors  
(since January 2023)

Kharis Consultants	46
Khoo Consulting	45
Technologist Computers	27
Asian Media Access	21



Total hours = 140



# Elevate Hennepin<sup>SM</sup>

## August 2024 Impact Report

Impacts generated between November 2020 – July 2024





Vanessa Drews  
Cheesecake Funk

# Elevate Hennepin Resource Hub

- **Curated hub** for relevant small business resources, including professional consulting provided by 30+ Elevate Hennepin advisors
- **One stop** for back-office support, events, classes, and programs offered throughout the region

[www.elevatehennepin.org](http://www.elevatehennepin.org)

*Currently available for all Hennepin County businesses  
and aspiring entrepreneurs*

Established

Second stage  
(10-99 employees)

Early growth  
(1-9 employees)

Early stage

Startup

Emerging

Idea

CEO  Next™



ELEVATE HENNEPIN  
**TALENT**

CEO  Now™

CEO  Start™

CEO  Start™  
Bootcamp

# Elevate Hennepin's Advisor Network



Consultants and industry experts in

- Business planning
- Legal guidance
- Financial management / projections
- Access to capital
- Marketing
- Human resources
- Technology consulting

Up to 25 hours of consulting per advisor provided by Hennepin County





# Advisor Network

Hennepin County contracts with 39 Business Advisors to provide cohort learning opportunities, professional consulting services, and 1:1 business advising – all at no-cost to local businesses.

- 92% Locally Led
- 69% Women Led
- 69% BIPOC Led

- A&M Associates
- ACER
- African Development Center
- Asian Media Access
- Backpocket Strategy
- Better Business Bureau
- Clear Talk Accounting
- ConnectUp! Institute
- Co-Starters
- Davis Law Office
- Edward Lowe Foundation
- Enviro-Tech
- Hmong American Partnership
- Hortensia Law Office
- IFRI, LLC
- Impact Hub
- Interise
- JLLB Media
- Kharis Consultants
- Khoo Consulting
- Latino Economic Development Center
- Led by Truth
- LegalCORPS
- Makee Company
- MBMentors
- Minnesota Social Impact Center
- Neighborhood Development Center
- New American Development Center
- New Publica
- NextStage
- Propel Nonprofits
- Raven Construction
- Sigma Consulting
- Springboard for the Arts
- Technologist Computers SBC
- The Coven
- The Activate Network
- Victor Jones Consulting
- Women Venture

# Elevate Hennepin<sup>SM</sup> Since Inception

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*Gilberto Diaz  
Luro Boots*

# Elevate Hennepin Overview (2020 Q4 – 2024 Q2)

2,912

businesses  
served through  
Elevate  
Hennepin<sup>SM</sup>

35,668

hours of  
consulting  
services  
provided

12.3

average hours  
of service per  
client

37

Hennepin  
cities  
represented

# Financing results (2022 – 2024 Q2)



## Financing

\$28.4 million

140 businesses

65%

Financing to  
entrepreneurs of color

42%

Financing to  
women entrepreneurs



## Jobs

608 jobs

142 businesses

86%

Jobs at businesses by  
entrepreneurs of color

39%

Jobs at businesses by  
women entrepreneurs



## Businesses Launched

186

73%

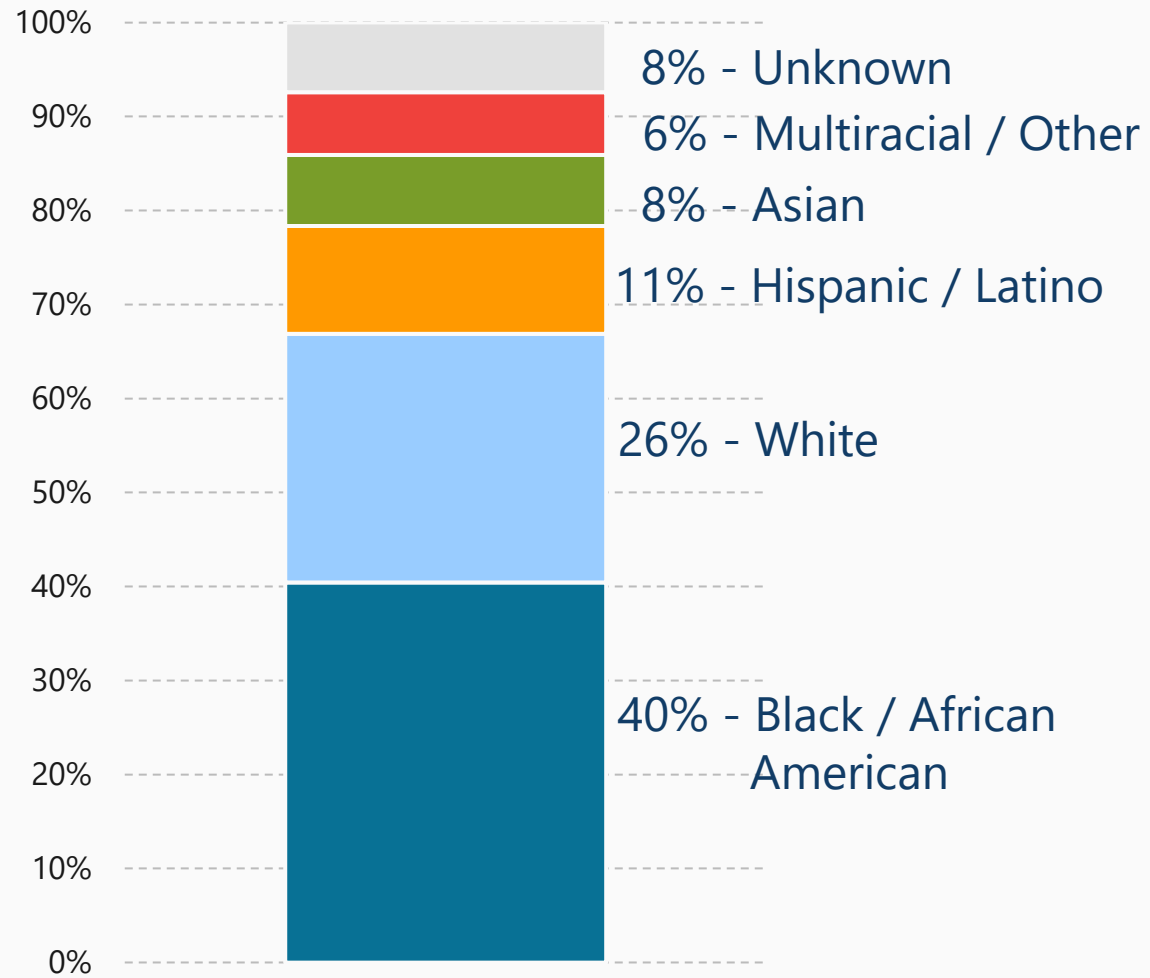
Started by  
entrepreneurs of color

65%

Started by  
women entrepreneurs

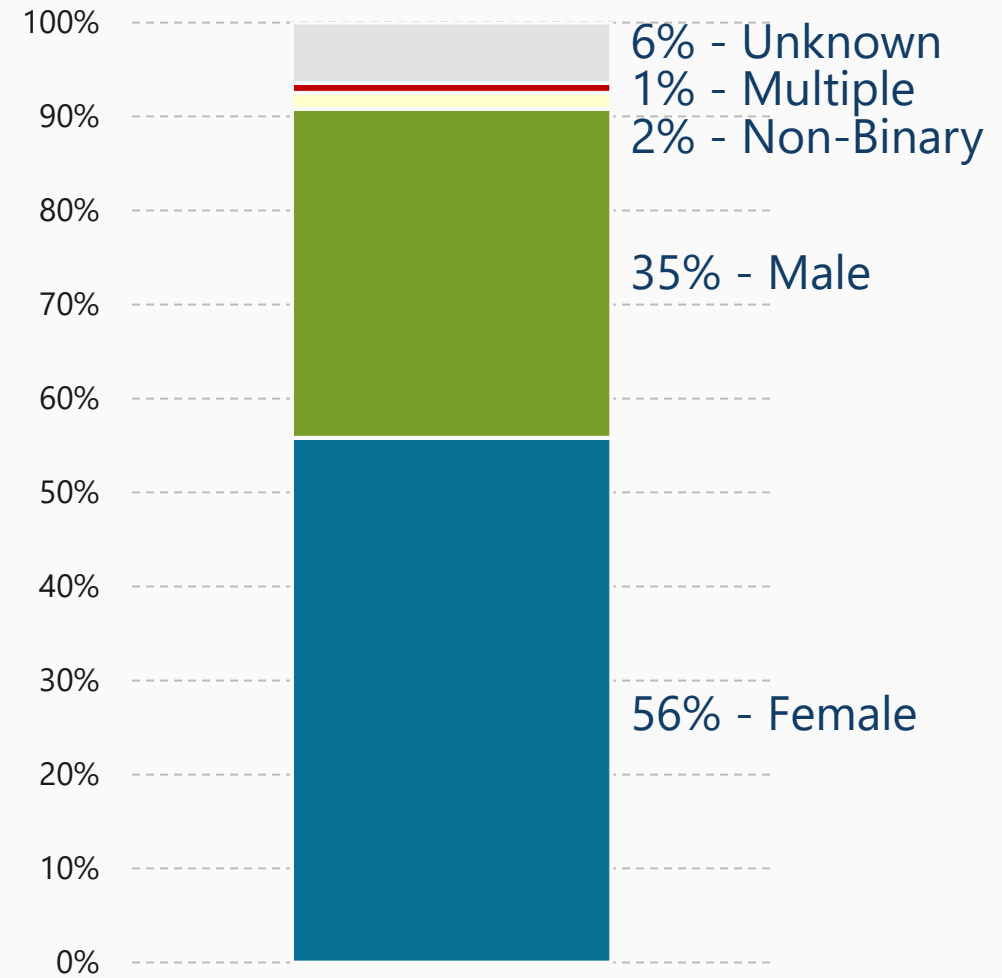
# Demographic characteristics (2023 – 2024 Q2)

## Race / Ethnicity of Business Owner



Total = 1,630 businesses

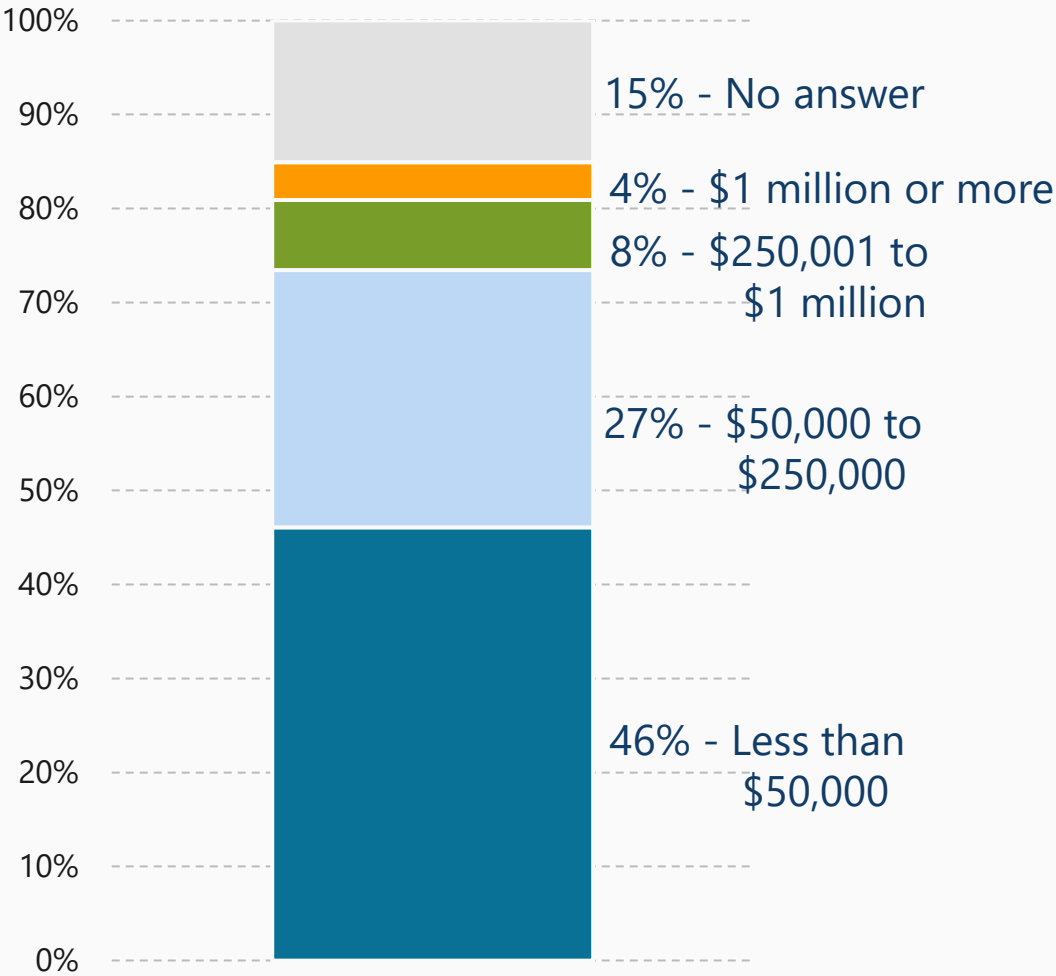
## Gender of Business Owner





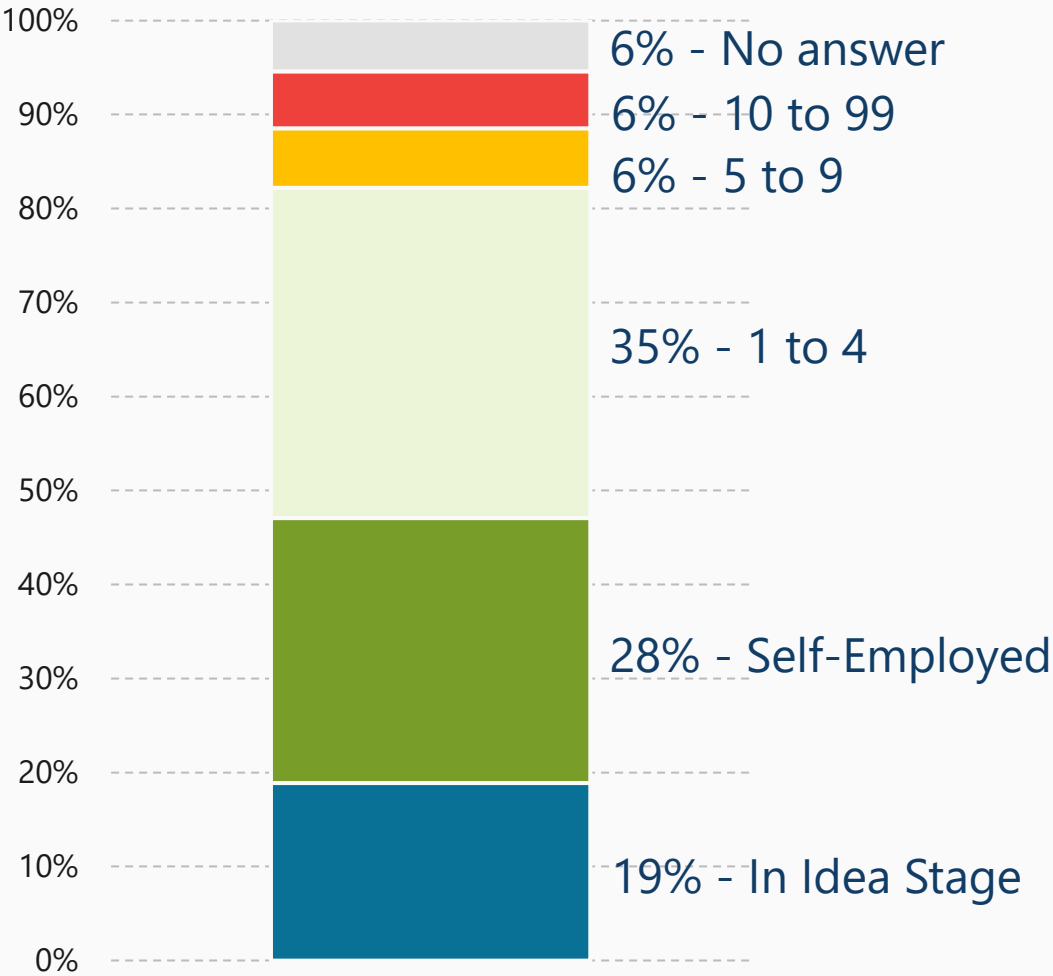
# Business characteristics (2023 – 2024 Q2)

Business Size - Gross Sales



Total = 1,630 businesses

Business Size - Employees



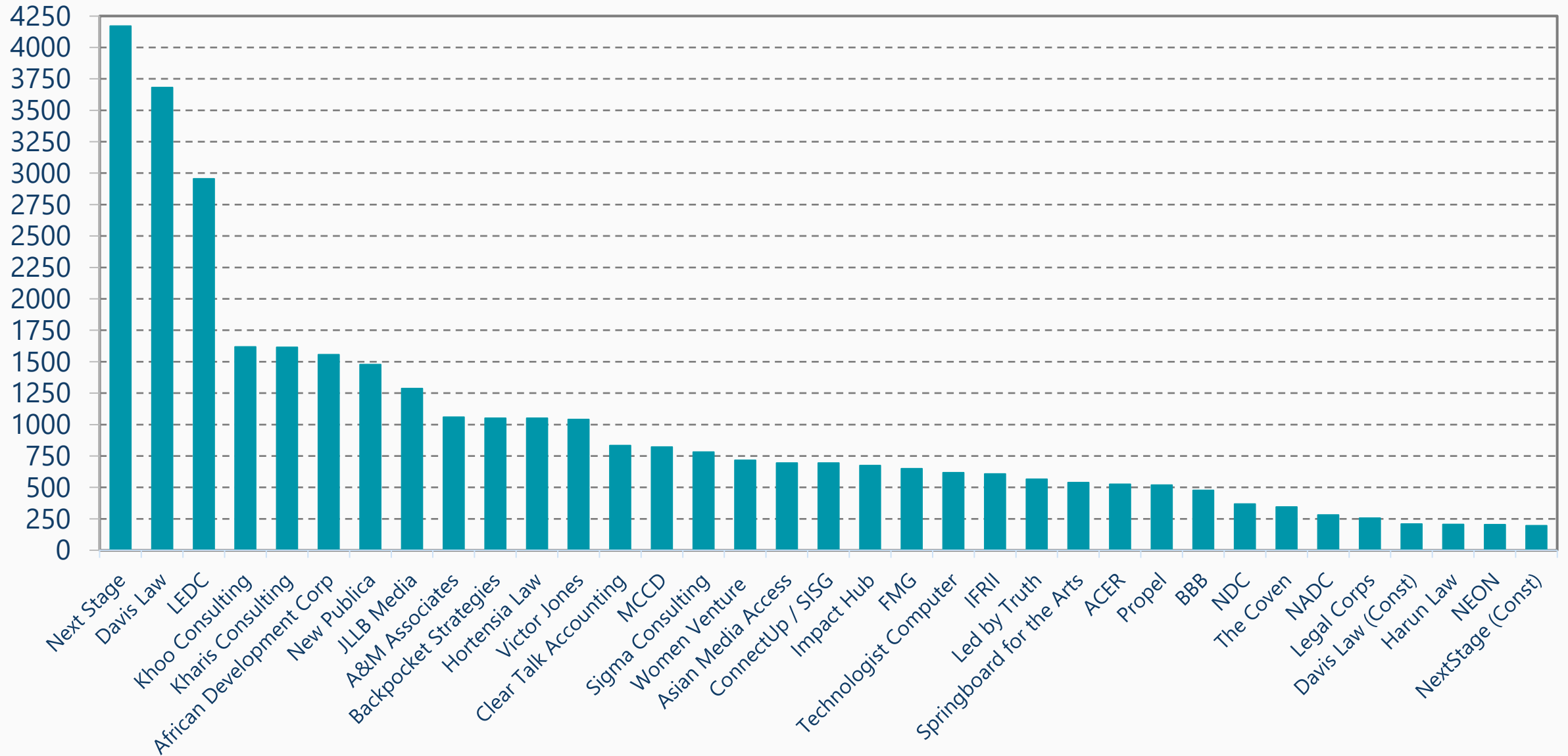
# Location of businesses served (2020 Q4 – 2024 Q2)

City	Biz's	Hours	City	Biz's	Hours
Minneapolis	1454	19,014	Champlin	11	191
Brooklyn Park	180	2,834	Medina	7	157
Bloomington	165	2,305	Dayton	8	156
Brooklyn Center	88	1,161	Excelsior	7	135
Richfield	82	1,094	Shorewood	8	135
St Louis Park	88	1,061	St Anthony	7	89
Edina	71	983	Mound	4	72
Minnetonka	70	849	Orono	6	68
Crystal	39	715	Wayzata	5	61
Eden Prairie	62	714	Deephaven	5	59
Hopkins	50	678	Rogers	11	46
Plymouth	64	625	Minnetrista	2	15
Maple Grove	58	515	Corcoran	2	8
Golden Valley	41	443	Other Hennepin*	12	34
New Hope	32	406	Unknown/Non-Hennepin	248	833
Robbinsdale	25	221			


Total = 2,912 businesses / 35,668 hours

\* Independence, Long Lake, Maple Plain, Osseo, Rockford, Spring Park, Tonka Bay

# Hours of consulting by advisors\* (2020 Q4 – 2024 Q2)



\* Vendors providing more than 150 hours of TA



# 2024 Quarter 2 Data

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*Heidi Mueller  
Excelsior Candle Company*

# Elevate Hennepin Reach (2024 Q2)

## Bi-weekly newsletter

9,083 subscribers

42% open rate

## Website traffic

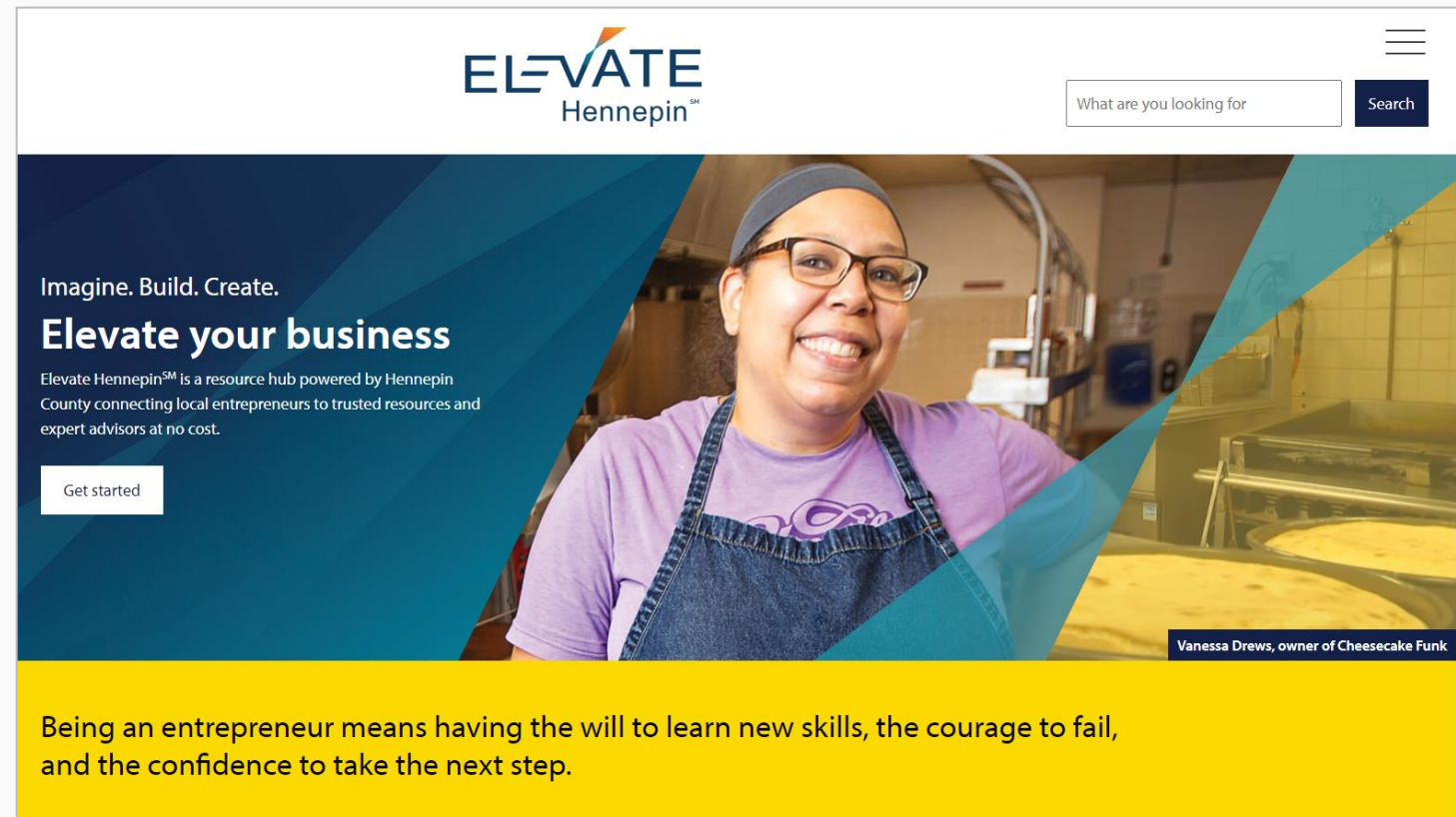
18,000 Users (Q2 2024)

## Social media

96 Facebook followers

246 Instagram followers

575 LinkedIn followers



# 2024 Q2 Elevate Hennepin snapshot

462

businesses  
served through  
consulting and  
cohort services

4,243

hours of  
consulting  
services  
provided

9h

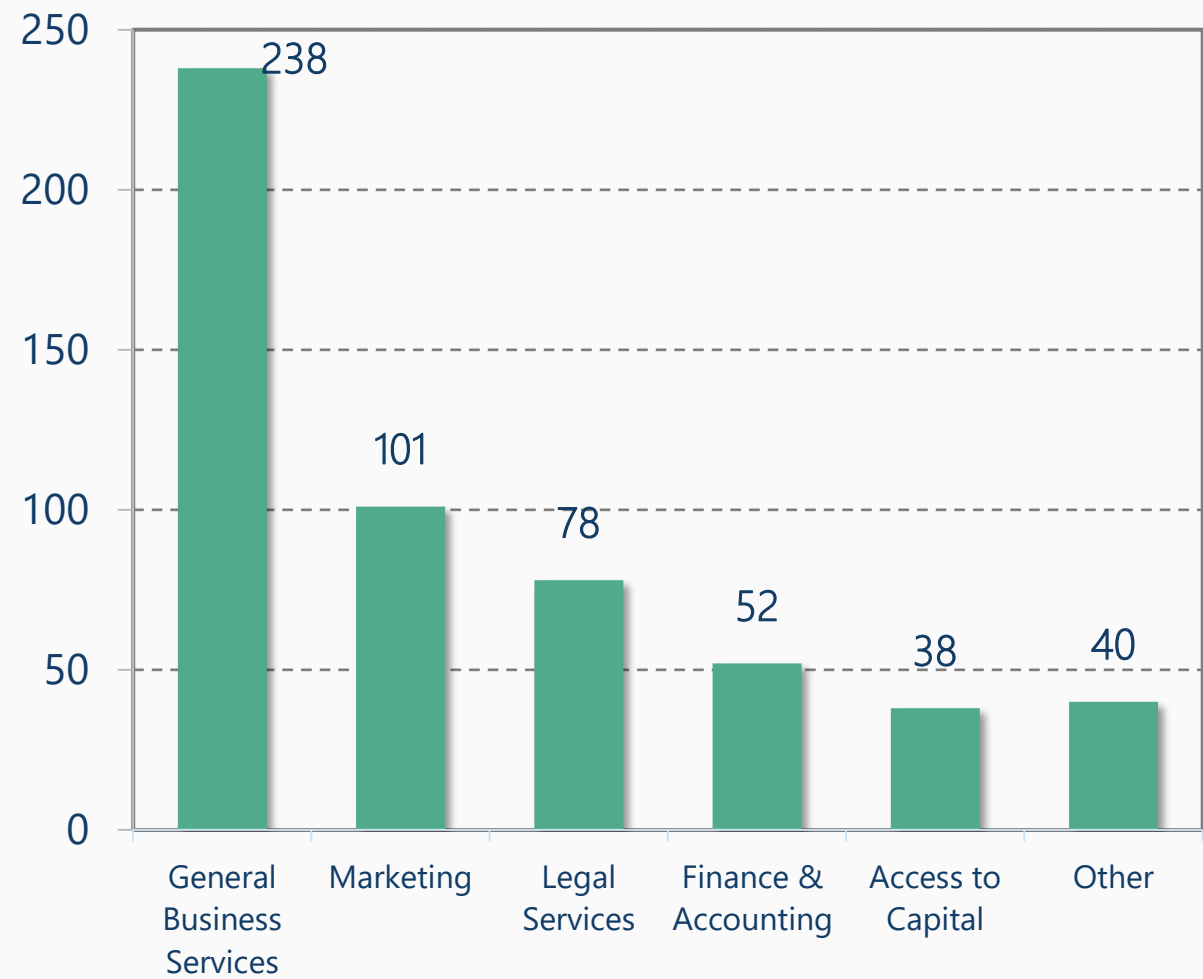
average hours  
of service per  
business

27

Hennepin  
cities  
represented

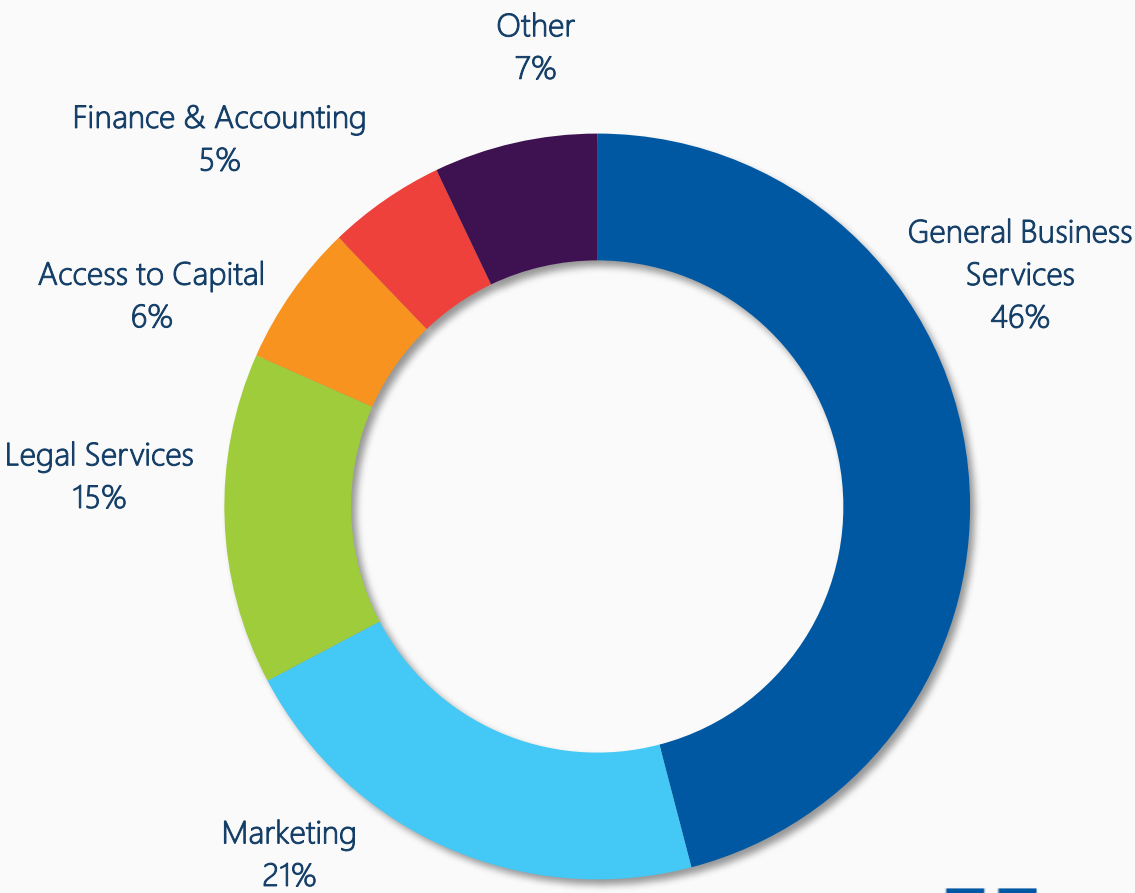
# Number of clients and hours by service type (2024 Q2)

Number of Businesses



Total = 462 businesses  
(some received multiple services)

Hours of Assistance



Total = 4,243 hours





# Location of businesses served (2024 Q2)

City	Biz's	Hours	City	Biz's	Hours
Minneapolis	222	1,971	Hopkins	13	45
Brooklyn Park	36	320	Champlin	4	43
Crystal	13	255	Robbinsdale	5	22
Richfield	15	241	Mound	1	13
Bloomington	28	212	Minnetrista	1	12
Brooklyn Center	19	201	St Anthony	2	9
Edina	16	188	Medina	2	8
St Louis Park	16	147	Golden Valley	4	6
Plymouth	14	130	Dayton	1	5
New Hope	8	99	Independence	2	4
Minnetonka	8	87	Wayzata	1	3
Eden Prairie	9	76	Rogers	2	2
Maple Grove	13	68	Excelsior	1	1
Shorewood	4	48	Other / unknown	2	28



Total =462 businesses / 4,243 hours



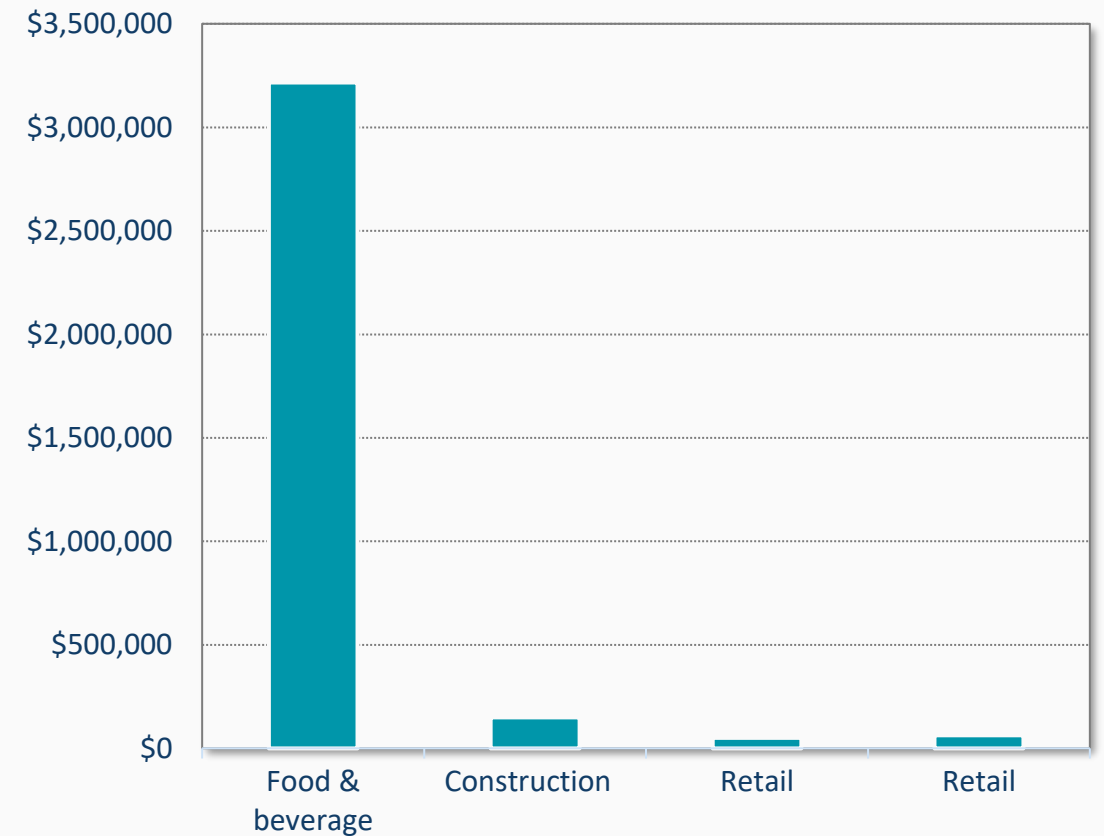
# Financing results (2024 Q2)

Financing **\$3.5 million**  
**13 businesses**

Jobs **97 jobs**  
**8 businesses**

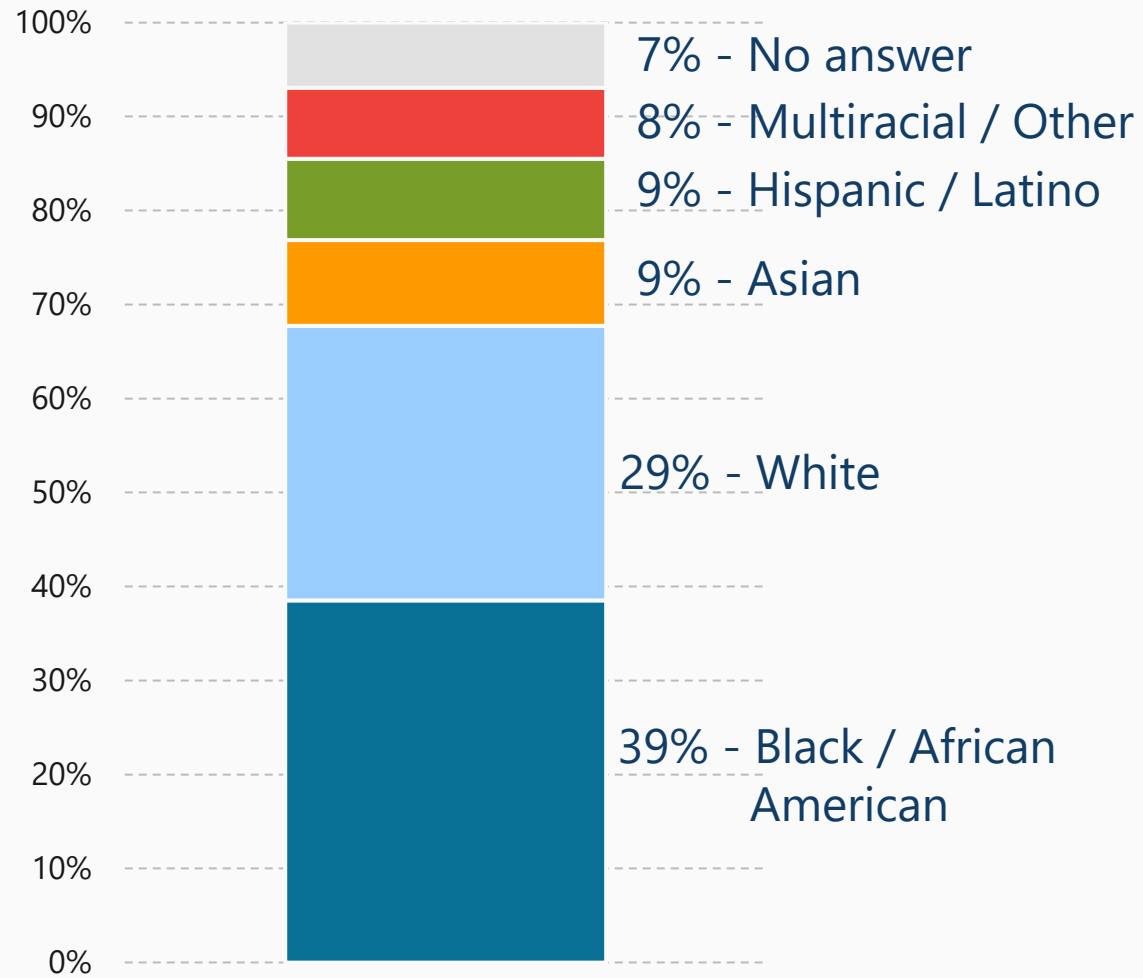
New businesses  
launched **24**

## Sectors receiving financing

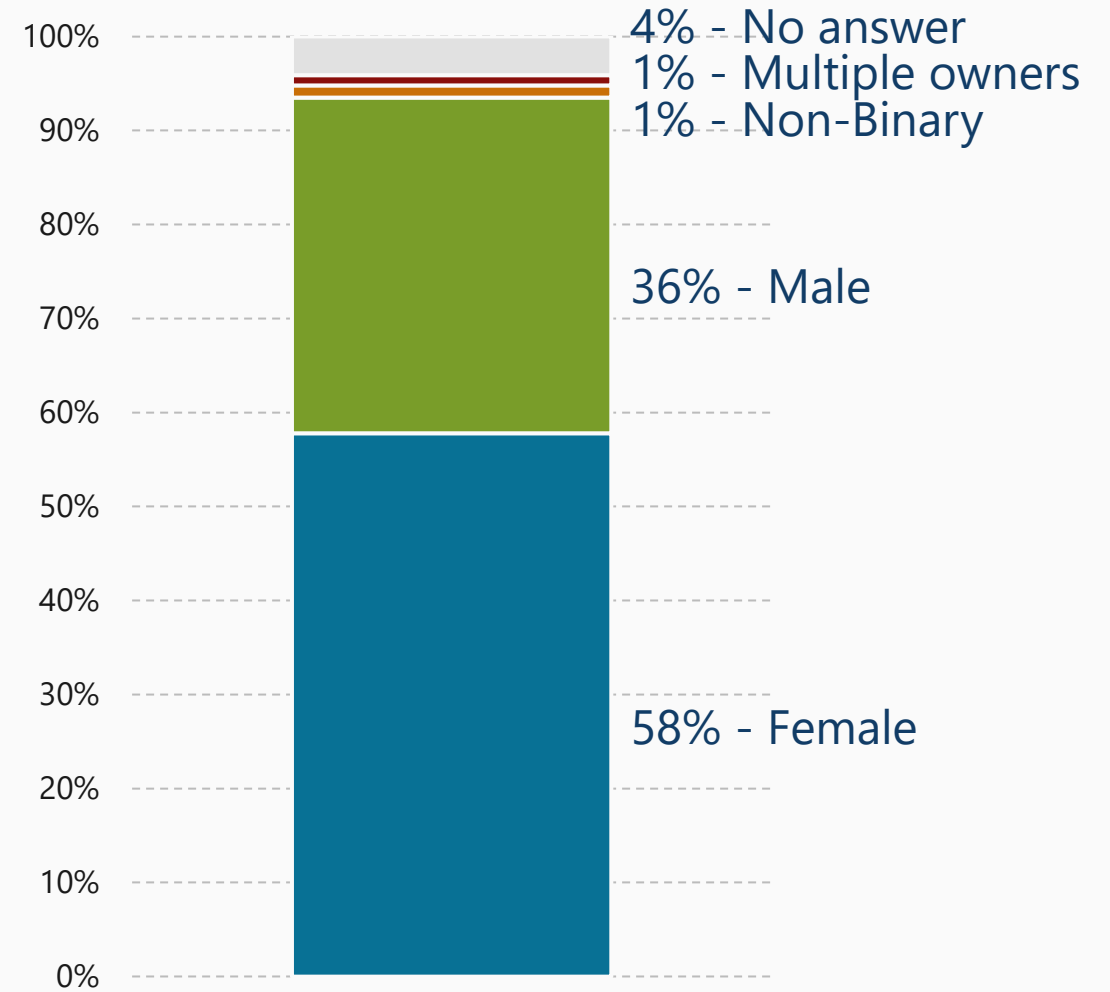


# Demographic characteristics (2024 Q2)

## Race / Ethnicity of Business Owner

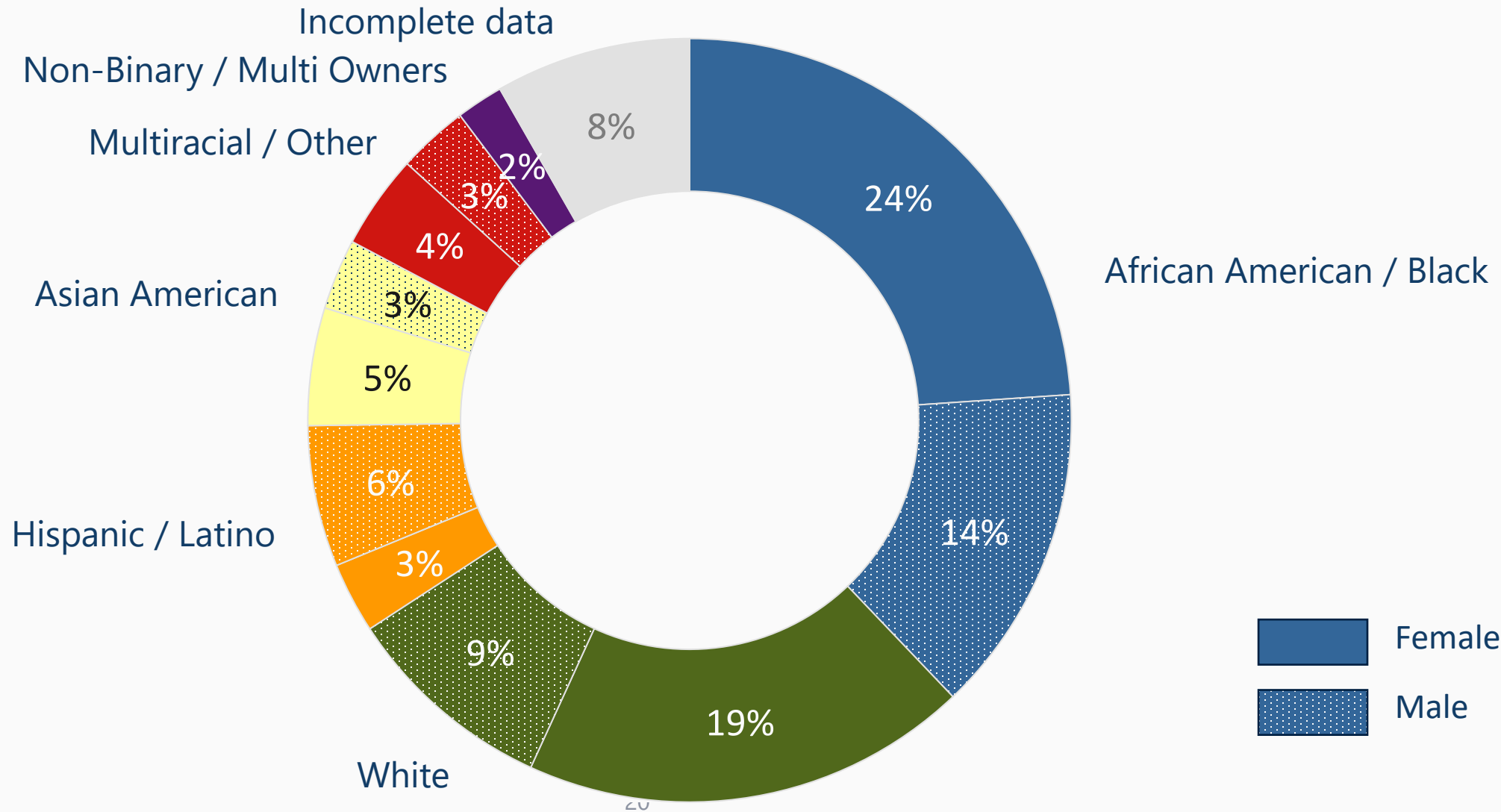


## Gender of Business Owner



# Demographic characteristics (2024 Q2)

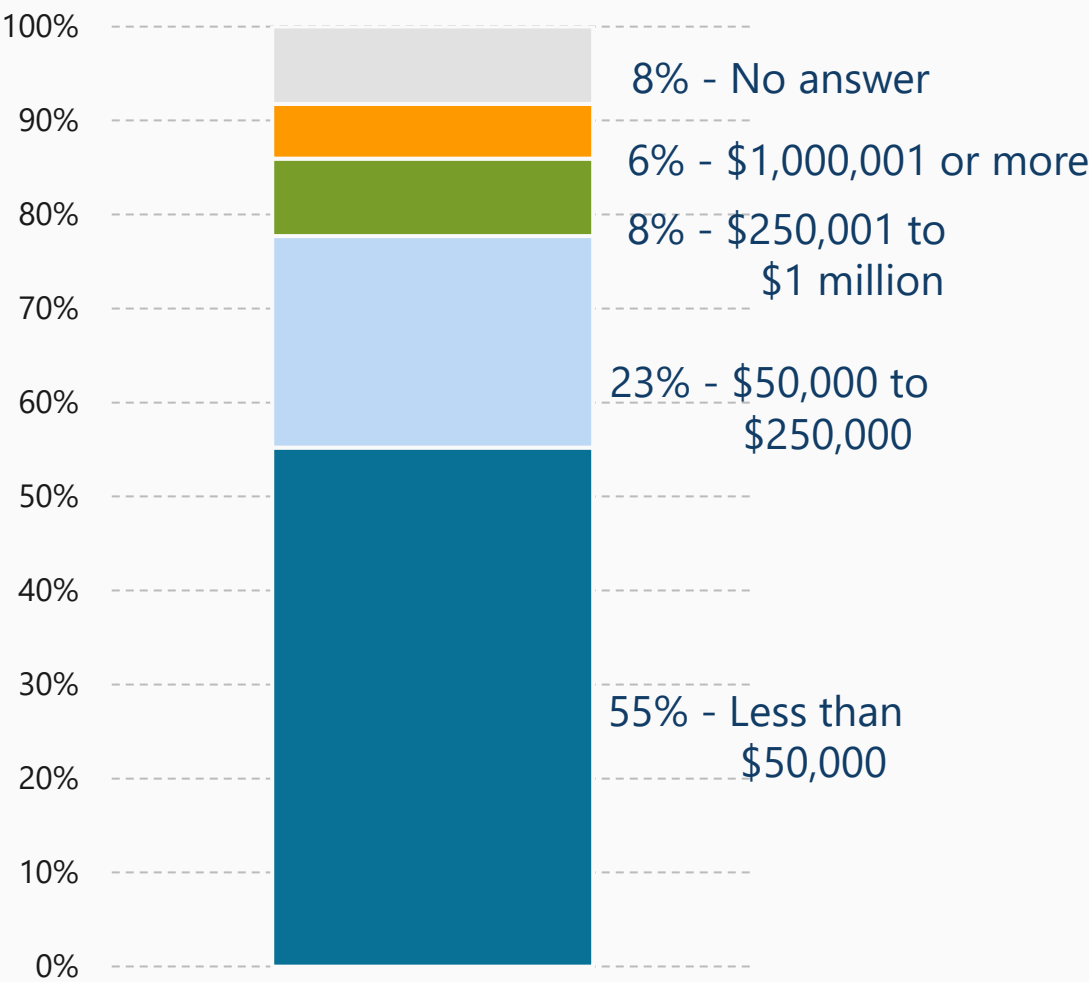
Race / Ethnicity and Gender of Business Owner



Total =462 businesses

# Business characteristics (2024 Q2)

Business Size - Gross Sales



Business Size - Employees

