

AGENDA
ECONOMIC DEVELOPMENT AUTHORITY
APRIL 5, 2021

1. CALL TO ORDER

2. CONSENT ITEMS

A. Minutes – February 16, 2021

Motion by _____ seconded by _____ to approve, table or deny the Consent Items as presented.

3. REGULAR ITEMS

A. Woodland Mounds Management Contract for Property Management Services

Motion by _____ seconded by _____ to approve, table or deny authorizing a new contract for property management services to be entered into with Great Lakes Management Co. for Woodland Mounds.

4. ADJOURNMENT

Motion by _____ seconded by _____ to adjourn.

Meeting adjourned at _____.

EDA AGENDA ITEM

Maple Grove Economic Development Authority

DRAFT Meeting Minutes

February 16, 2021

DRAFT

(Delete this when final edits are complete)

Call to Order

Pursuant to call and notice thereof, an Economic Development Authority Meeting of the Maple Grove City Council was held at 7:30 p.m. on February 16, 2021 at the Maple Grove Government Center/Public Safety Facility, Hennepin County, Minnesota and online via WebEx.

Members present were President Mark Steffenson, Vice President Karen Jaeger, Secretary Heidi Nelson, Treasurer Judy Hanson, and Commissioners Phil Leith and Kristy Barnett. Absent was none. Present also were Joe Hogeboom, Community and Economic Development Director; Peter Vickerman, Planning Manager; Brett Angell, Economic Development Manager; Ken Ashfeld, Director of Public Works/City Engineer; and Justin Templin, City Attorney.

President Steffenson called the meeting to order at 7:50 p.m.

**Approval of
January 19,
2021 Minutes**

Motion by Treasurer Hanson, seconded by Vice President Jaeger, to approve the January 19, 2021 Economic Development Authority meeting minutes. Upon call of the motion by President Steffenson, there were five ayes and no nays. Motion carried.

**Structured
Assistance
Valuing
Enterprises
(SAVE) Grant
Program**

Economic Development Manager Angell requested the EDA authorize the creation of and funding for the Structured Assistance Valuing Enterprises (SAVE) Grant Program. He reported this program would provide local businesses with assistance. He indicated the SAVE Grant would allow businesses to receive up to \$7,500 if they did not previously receive an ELF or RLF grant from the city, or \$5,000 if they had received an ELF or RLF grant. He described the expenses that could be used by the grant funding. He noted the application

EDA

**Resolution No.
28**

period would open on Monday, February 22, 2021 and would close on Monday, March 1, 2021. He explained a lottery selection process would be followed to select the businesses that receive the SAVE grants. He noted this grant process would be reviewed and administered by staff. He noted a total of \$350,000 would be allocated to this grant program. He discussed the webpage and marketing efforts that staff would be completing for this program.

Commissioner Leith thanked staff for creating this program to assist the struggling businesses in Maple Grove.

President Steffenson agreed stating the grants being provided by the city were making a real difference in the community.

Motion by Commissioner Leith, seconded by Commissioner Barnett, to approve adopting EDA Resolution No. 28 authorizing the creation of and funding for the Structured Assistance Valuing Enterprises Grant Program. Upon call of the motion by President Steffenson, there were five ayes and no nays. Motion carried.

Adjournment

Motion by Treasurer Hanson, seconded by Vice President Jaeger, to adjourn to the City Council meeting. Upon call of the motion by President Steffenson, there were five ayes and no nays. Motion carried.

The meeting was adjourned at 7:58 p.m. by President Steffenson.

Respectfully submitted,

Heidi Nelson
EDA Secretary

REQUEST FOR EDA ACTION

April 5, 2021

3A

DATE

AGENDA ITEM

ORIGINATING DEPT.

AGENDA ITEM

**EXECUTIVE DIRECTOR
APPROVAL**

Community & Economic
Development

Woodland Mounds
Management Contract
for Property Management Services



PREVIOUS ACTIONS:

At their meeting of Monday, May 16, 2016, the Housing and Redevelopment Authority approved a new contract for property management services to be entered into with Great Lakes Management Co. for Woodland Mounds.

RECOMMENDED COUNCIL ACTION:

Motion to authorize a new contract for property management services to be entered into with Great Lakes Management Co. for Woodland Mounds.

(Simple majority vote for passage)

COMMENTS:

Great Lakes Management Co. has a 30-year history of providing property management services to both public and privately held rental units throughout the Twin Cities metro. Additionally, Great Lakes Management has provided property management services for the Woodland Mounds property beginning in 2016. More recently, Great Lakes Management have also been awarded property management services for the city's scattered site program. Services that Great Lakes Management provides includes, but is not limited to, marketing of available units, leasing, rent collection, coordination of repairs, and day-to-day tenant interactions.

City staff have been pleased with the work of Great Lakes Management for the city's rental properties. It is recommended that the Economic Development Authority approves the new contract for property management services with Great Lakes Management for a term of five (5) years. Attached is the property management contract for the Woodland Mounds facility.

Authored by: Joe Hogeboom, Director of Community & Economic Development

ATTACHMENT:

Attachment A: Woodland Mounds Management Contract

PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT, dated as of June 1, 2021, and effective as of June 1, 2021 (the “Agreement”), is made by and between the MAPLE GROVE ECONOMIC DEVELOPMENT AUTHORITY (the “Owner”), and GREAT LAKES MANAGEMENT COMPANY, a Minnesota corporation (the “Property Manager”).

RECITALS

WHEREAS, Owner has developed and owns a multifamily senior housing rental project within the City of Maple Grove, Minnesota (the “City”), commonly known as Woodland Mounds (the “Project”). The Project is located on land legally described in **Exhibit A** attached hereto. The Project is comprised of 88-units of senior rental housing and related amenities (collectively, the “Housing Component”; and

WHEREAS, Property Manager is experienced in the management of facilities similar to the Project; and

WHEREAS, the Owner wishes the Property Manager to manage the Project under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and terms hereinafter set forth, the Owner and the Property Manager agree as follows:

ARTICLE I

Scope; Representations and
Covenant

Section 1.01. Appointment and Acceptance.

(a) The Owner appoints the Property Manager as exclusive agent for the management of the Project, and the Property Manager accepts the appointment, subject to the limitations, terms and conditions set forth in this Agreement.

(b) A copy of the Housing Management Plan (the “Plan”) for the Project is attached hereto as **Exhibit B** and provides a comprehensive and detailed description of the policies and procedures to be followed in the management of the Project, which may be modified from time to time as provided therein. The parties intend that this Agreement and the Plan should be read together to determine the scope of the Property Manager’s obligations in relation to the Project; provided however, that in the event of conflict this Agreement shall control.

(c) The Property Manager hereby accepts its appointment as agent under the terms of this Agreement and assumes and agrees to perform for and on behalf of the Owner all rights, powers, authorities and obligations of the Owner under and pursuant to this Agreement and Plan pertaining to the day-to-day operation and maintenance of the Project and the use of the land constituting the site of the Project.

Section 1.02. Representations and Covenants of the Property Manager. (a) The Property Manager hereby represents and warrants that it has demonstrated experience in the management and leasing of Senior housing and has and will have during the term of this Agreement, sufficient resources and experienced personnel to undertake its obligations hereunder; and (b) the Property Manager hereby covenants and warrants that it will not: (1) commit or suffer waste, or fail to use its best efforts to prevent any other person from committing or suffering waste at the Project; (2) cause or permit the Project (subject to the availability of sufficient funds from Project revenues or other funds provided by the Owner) to be repaired, replaced, operated, managed or maintained in a negligent manner; (3) cause or permit Project revenues in its possession or under its control to be paid or disbursed to any person other than for expenses authorized under this Agreement and Plan and disbursed in accordance with this Agreement; (4) take any actions or permit any actions within its control to be taken which may cause any reduction in value or loss or damage to the Project or any security of the City; or (5) take any action or permit any actions within its control to be taken which would violate the Plan or cause or result in the interest on the Bonds issued for the project to become subject to Federal income taxation. All of the obligations, representations and undertakings of the Property Manager in this Agreement shall be subject to the following conditions:

(i) Funding must be provided from the Rental Account or the Owner sufficient to pay for and compensate those items required by this Agreement to be paid by the Owner or from the Rental Account.

(iii) Property Manager shall not be responsible for any omissions or commissions to the extent limited or directed by express written instructions of the Owner.

ARTICLE II

Rental Account

Section 2.01 Collection of Housing Rents and Other Receipts and disbursements from Rental Account. The Property Manager will collect when due all rents, late fees, service charges and all other amounts receivable on the Owner's account in connection with the management and operation of the Project. The Property Manager will deposit such receipts within three (3) days following receipt thereof into an account(s) as designated by Owner. The Property Manager and the Owner shall establish an account with the bank designated by the Owner and whose deposits are insured by the Federal Deposit Insurance Corporation. These accounts will be carried in the Owner's name and designated of record as the "Rental Account," and the Owner and the Property Manager shall be entitled to draw on the account to fulfill their obligations under this Agreement and the Plan, including:

(1) For payment to the employees specified in Article VII below, and for the taxes and assessments payable to local, state, and federal governments in connection with the employment of such personnel.

(2) All sums otherwise due and payable as expenses of the Project authorized to be incurred by the Property Manager under the terms of this Agreement, including compensation payable to the Property Manager, pursuant to Section 2.05 below, for its service hereunder.

(3) The Owner may withdraw amounts at its discretion for deposit in other Owner accounts; provided, however that the Owner shall leave in the account an amount which will be reasonably sufficient for the Property Manager to make its required disbursements hereunder.

Section 2.02. Intentionally left blank

Section 2.03. Use of Property Manager Funds. In no event will the Property Manager be required to use its own funds to pay required disbursements; provided, however, that in the event of an emergency situation threatening life, health, or safety of residents or the Project, Property Manager is authorized to expend a reasonable amount of its own funds to remedy or cure such emergency situation and, provided Property Manager immediately notifies Owner of said emergency and Property Manager's expenditures, Property Manager shall be reimbursed for such amounts from the Rental Account to the extent of funds available therein or otherwise from other funds of Owner.

Section 2.04. Disbursement Date. All disbursements by the Property Manager out of the Rental Account shall be made by Automated Clearing House ("ACH") or check issued by the Property Manager. Such checks shall be issued on the 5th and the 20th of each month except where otherwise indicated herein.

Section 2.05. Property Manager's Compensation. The Property Manager will be compensated for its services under this Agreement by monthly fees to be paid out of the Rental Account and treated as Project Expenses. Such fees will be payable in 12 monthly installments on the first day of each month for the preceding month, and ending on the first day of the month after the last month that this Agreement is effective for the Project. The fee for any partial calendar month shall be calculated on a pro rata basis. The fee shall be equal to the sum of (i) \$2,100.00 per month (the "Fixed Fee") for the period commencing on June 1, 2021 and ending on May 31, 2026; and (ii) one and one half percent (1.5%) of the Monthly Collected Revenue, as defined hereafter, calculated on a monthly basis based upon gross collections received during the preceding month; provided, however, that total annual compensation under (ii) of this paragraph shall not exceed the annual Fixed Fee. "Monthly Collected Revenue" shall mean the gross collections for rents and other revenue sources from the Project, but excluding insurance proceeds, replacement reserve payments, income from funds on deposit and similar sources. In no event shall the Property Manager's fee be based, in whole or in part, on a share of net profits of the Project. Owner shall be responsible for timely payment of the foregoing amounts out of other available Project sources notwithstanding any lack of funds in the Rental Account.

Section 2.06. Deficiency in Funds. In the event that the balance in the Rental Account is at any time insufficient to pay disbursements due and payable for the Project under Section 2.01 hereof by reason of expenses in excess of the then-current budget, the Property Manager shall give the Owner at least ten days' notice thereof and shall promptly file an amendment to the Project Budget. The Property Manager will provide the Owner with monthly estimates of Project revenues and expenses for the forthcoming month, and the Owner shall calculate and make available sufficient funds to cover any anticipated deficiency in the Rental Account by the 10th of each month, provided that nothing herein shall require the Owner to deposit any funds other than revenues from the Project.

Section 2.07. Project Budget. Annual operating budgets for the Project will be prepared by the Property Manager, subject to the approval by the Owner. In addition to preparation and submission of a recommended operating budget for the initial fiscal year, the Property Manager will prepare a recommended operating budget for the Project for each subsequent fiscal year beginning during the term of this Agreement, and will submit the same to the Owner at least sixty (60) days before the beginning of the fiscal year. The Owner will promptly inform the Property Manager of changes, if any, incorporated in the approved budget, and the Property Manager will keep the Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. Any amendments to the

budget and expenditures deviating from the budget must be approved by the Owner in accordance with the procedures for amendment of its budgets.

ARTICLE III

This Article intentionally left blank

ARTICLE IV

Project Systems; Utilities and Services; Maintenance and Repairs

Section 4.01. Project Systems. The Owner will furnish the Property Manager with any Plans and Specifications and copies of all guaranties and warranties pertinent to the Project which are provided to and in possession of the Owner pertinent to construction, fixtures, and equipment incorporated into the Project. With the aid of this information and inspection by competent personnel acceptable to Owner, the Property Manager will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project, and especially of the electrical, heating, plumbing, air-conditioning and ventilating systems, the elevators and other mechanical equipment.

Section 4.02. Utilities and Services. In accordance with the operating budget, the Property Manager will make arrangements for water, electricity, gas, fuel, oil, sewage, and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service, provided that contracts for such utilities and services shall be made with vendors proposed by the Property Manager (or if required, pursuant to Section 4.05) but in the name of and approved by the Owner. Disbursements for such utilities and services shall be made by the Property Manager as provided in Article II hereof.

Section 4.03. Maintenance and Repair. The Property Manager will cause the Project to be maintained and repaired in accordance with the relevant Management Plan and local codes, and in a first class condition consistent with projects of a similar nature at all times acceptable to the Owner, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein.

Incident thereto, the following provisions will apply:

(a) The Property Manager will prepare, and adhere to, a preventive maintenance schedule approved by the Owner. Special attention will be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees will be used.

(b) Subject to the Owner's prior approval, the Property Manager will coordinate the Owner's contracting with qualified independent contractors for the maintenance and repair of air conditioning systems and elevators, as appropriate and for extraordinary repair beyond the capability of regular maintenance and employees.

(c) The Property Manager will systematically and promptly receive and investigate all service requests from residents, take action thereon as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to the Owner after investigation.

(d) All payments for purchase of all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair shall be made by Property Manager from the Rental

Account as provided in Article II hereof, except for emergency repairs involving manifest danger to person or property or expenses required to avoid suspension of any necessary service to the Project, which amounts Property Manager may advance up to \$5,000, and Property Manager shall be reimbursed for the same from the Rental Account to the extent of funds therein, or otherwise from the funds of Owner. In such latter event, the Property Manager shall inform the Owner of the facts as promptly as possible and provide receipts for such material and services as are requested by Owner.

ARTICLE V
Marketing of Housing Units

Section 5.01. Marketing. The Property Manager will offer for rent and will rent the dwelling units, parking spaces, and other rental facilities and concessions in the Project. Incident thereto, the following provisions will apply:

(a) The Property Manager will make all necessary preparations for renting of vacant units in a timely manner and in harmony with the marketing requirements of the Project including but not limited to those prescribed in the Management Plan.

(b) The Property Manager will follow the resident selection policy described in the Management Plan.

(c) The Property Manager will show the premises to prospective residents.

(d) The Property Manager will take and process applications for rentals. If an application is rejected, the applicant will be told the reasons for rejection and the rejected application, with reason for rejection noted thereon, will be kept on file for one (1) year. A current list of prospective residents will be maintained. In the event this Agreement is terminated or not renewed for any reason, Property Manager shall forthwith deliver to Owner Property Manager's list of prospective or rejected tenants.

(e) The Property Manager will prepare all dwelling leases and parking permits and will execute the same in its name, identified thereon as agent for the Owner. The terms of all leases will comply with the pertinent provisions of state and local law and shall be subject to review and approval of the Owner. Dwelling leases will be in a form approved by the Owner, but individual dwelling leases and parking permits need not be submitted for approval by the Owner.

(f) The Owner will furnish the Property Manager with rent schedules from time to time, which the Property Manager shall implement.

(g) The Property Manager will comply with all policies of the Owner regarding rentals.

Section 5.02. Non-discrimination. In the performance of its obligations under this Agreement, the Property Manager will comply with the applicable provisions of any federal, state, or local law prohibiting discrimination in housing, specifically including non-discrimination on the grounds of race, color, creed, gender, affectional orientation, political affiliation or national origin.

Section 5.03. Enforcement of Residential Leases. The Property Manager will use its best efforts to secure full compliance by each resident with the terms of his/her lease. Voluntary compliance will be

emphasized to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the Project. Subject to the pertinent procedures prescribed in the Management Plan, the Property Manager may lawfully terminate any tenancy when, in the Property Manager's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the resident's lease. For this purpose, the Property Manager is authorized to consult with legal counsel to be designated by the Property Manager, to bring actions for evictions and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, that the Property Manager will keep the Owner informed of such actions and will follow such instructions as the Owner may prescribe for the conduct of any such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the Rental Account as Project Expenses.

ARTICLE VI

Insurance; Taxes; Indemnification

Section 6.01. Insurance

(a) Owner will maintain liability policies in an amount it determines naming the Property Manager as an additional insured.

(b) The Property Manager will furnish, at its expense, "employee dishonesty" insurance in an amount of not less than \$250,000 with respect to the Project. Such insurance must protect the Owner against misapplication of Project funds by the Property Manager and its employees and agents and shall insure the Owner against any loss or damage by reason of any fraudulent or dishonest acts of any person acting on behalf of the Property Manager. In addition, the Property Manager will furnish and maintain, annually at its expense and in amounts acceptable to the Owner, insurance with respect to general comprehensive liability and worker's compensation insurance.

(c) The terms, conditions and provider of the required insurance shall be subject to the approval of the Owner. The Property Manager upon execution of this Agreement will deliver a certificate(s) from its insurance company evidencing the required insurance to be in effect and naming the Owner as an additional insured and obligee and provide proof of insurance as requested by the Owner.

(d) Premiums and any other amounts payable with respect to insurance required in subsection (a) above shall be paid from the Rental Account for the Project established hereunder or from other monies of the Owner.

(e) The Property Manager shall investigate all accidents, claims, and potential claims for damages relating to the Project and shall notify the Owner of the same and shall cooperate with the Owner and the insurance company in connection therewith.

Section 6.02. Taxes. The parties hereto acknowledge that property taxes or payments in lieu of taxes shall be paid by the Property Manager out of the Rental Account. The Property Manager shall obtain statements for ad valorem property taxes and assessments against the Project and transmit copies thereof to the Owner promptly upon receipt thereof by the Property Manager.

Notwithstanding anything in the preceding paragraph to the contrary, the Owner or Property Manager, with the Owner's prior approval, shall have the right at any time during the term of this Agreement to contest the amount of or assessment pertaining to real estate taxes, assessments, or any

other imposition levied or imposed by any governmental authority concerning the Project, with the costs of such contests being paid out of the Rental Account as Project Expenses.

Section 6.03. Indemnification. The Property Manager shall indemnify and hold harmless the Owner and its employees from all costs, expense and liability which may be imposed on them due to any present or future violation or otherwise connected with the Agent's activities hereunder, except for such as may arise out of the negligent acts or intentional misconduct of the Owner. The obligations of this section shall not be limited by the insurance obligations imposed by this Article.

ARTICLE VII

Employees

Section 7.01. Employees. The Management Plan prescribes the number, qualifications and duties of the personnel to be regularly employed in the management of the Project. All such personnel will be hired, paid, supervised, and discharged subject to the Management Plan and to the following conditions:

(a) Compensation (including fringe benefits) payable to any off-site clerical, and other managerial personnel who are employees of the Property Manager, plus all local, state and federal taxes and assessments incident to the employment of such personnel will be borne solely by the Property Manager, and will not be paid out of Owner's funds or treated as Project Expenses. All employees shall be employees of the Project Manager and shall not be, or considered to be, employees of the Owner.

(b) All on-site personnel will be employees of the Property Manager and will be hired, supervised, and discharged by the Property Manager. Subject to Article II hereof, the Property Manager will be reimbursed for compensation (including fringe benefits) payable by the Property Manager to Project personnel, as prescribed in the Management Plan, and for all local, state and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance and worker's compensation insurance) incident to the employment of such personnel. Such reimbursements will be paid out of the Rental Account, as provided in Article II hereof, and will be treated as Project Expenses. Provided such amounts are paid to Property Manager in the first instance, Owner shall have no obligation with respect to employee withholding and taxes to assure that said amounts are timely paid to the proper third parties. No reimbursement shall be made for compensation and related taxes to the extent they relate to work done by employees on projects other than the Project.

ARTICLE VIII

Record and Reports

Section 8.01. Records and Reports. In addition to any requirements specified in the Management Plan or other provisions of this Agreement, the Property Manager will have the following responsibilities with respect to records and reports:

(a) The Property Manager will establish and maintain a comprehensive system for the Project of records, books, and accounts in a manner required by the Management Plan. All records, books, and accounts will be subject to examination upon request by the Owner at reasonable hours by any authorized representative of the Owner.

(b) With respect to each fiscal year ending during the term of this Agreement, the Property Manager will cooperate in the preparation of an annual financial report to be prepared by a Certified Public Accountant or fiscal consultant selected by the Owner, based upon the preparer's examination of the books and records of the Owner and the Property Manager. Compensation for the preparer's services will be paid out of the Rental Account as an expense of the Project.

(c) The Property Manager will prepare a monthly report for the Project comparing budgeted figures with actual receipts and disbursements, and will submit such report to the Owner.

(d) The Property Manager will furnish such information (including occupancy reports) as may be required by the Owner from time to time with respect to the financial, physical, or operational condition of the Project, provided that Owner shall compensate the Property Manager for its costs in furnishing any information not otherwise required by this Agreement or the Management Plan in the event the Property Manager is required to retain independent contractors not otherwise employed or retained by the Property Manager.

(e) By the twentieth (20th) day of each month, the Property Manager will furnish the Owner with an itemized list of all delinquent accounts, including rental accounts, as of the tenth (10th) day of the same month.

(f) By the twentieth (20th) day of each month, the Property Manager will furnish the Owner with a statement of receipts and disbursements during the previous month, and the Rental Account as of the end of the previous month and income and balance sheet statements for the previous month.

Section 8.02. Tax Exemption and Tax Returns. The Property Manager shall assist in the preparation of any and all applications for tax exemption as well as any income or other tax returns or reports for the Project by providing data to the Owner.

Section 8.03. Data Practices Compliance. To the extent required under the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq. (the "Act"), the Property Manager agrees to maintain all government data, as that term is defined in the Act, consistent with the requirements of the Act. To the extent required under the Act, the Property Manager will not release or disclose the contents of data classified under the Act as not public to any person except at the written direction of the Owner. The Property Manager agrees to defend and indemnify the Owner from any claim, liability, damage or loss asserted against Owner as a result of the Property Manager's failure to comply with the requirements of this Section 8.03 unless such failure to comply results from Owner's written direction.

ARTICLE IX

Term of Agreement

Section 9.01. Term of Agreement.

(a) This Agreement shall be effective as of June 1, 2021 and shall terminate five (5) years after said date, provided that the Owner has the right to terminate this Agreement at any time without cause upon delivery of ninety (90) days' written notice to the Property Manager.

(b) This Agreement may be terminated by the mutual consent of the parties hereto as of the end of any calendar month.

(c) In the event of a default by the Owner and upon ninety (90) days' written notice by the Property Manager to the Owner, this Agreement shall terminate, unless the Owner has cured default, in which event this Agreement shall continue.

(d) In the event that a petition in bankruptcy is filed by or against either of the principal parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other.

(e) In the event of sale, damage, or destruction of all or a portion of the Project, either party may terminate this Agreement upon thirty (30) days' written notice.

(f) Within thirty (30) days of the date this Agreement is terminated the Property Manager will turn over to the Owner the Project's cash, trust accounts, investments and records. After the parties have accounted to each other with respect to all matters outstanding for the Project as of the date of termination, the Owner will furnish Property Manager by security or by assumption of any liability that the Property Manager is obligated for under this Agreement.

ARTICLE X
Additional Provisions

Section 10.01. Addresses and Notices. Any notice permitted or required to be given under this Agreement shall be deemed to have been given if mailed by certified mail, postage prepaid, addressed as follows:

If to the Property Manager:	Great Lakes Management Company 5000 Glenwood Avenue, Suite 150 Golden Valley, MN 55422 Attn: Michael B. Pagh
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If to the Owner Owner:	Maple Grove EDA 12800 Arbor Lakes Parkway Maple Grove, MN 55369
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Either party may change its address
by giving written notice to the other

Section 10.02. Title and Captions. All articles, section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

Section 10.03. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

Section 10.04. Amendment. This Agreement may be modified or amended only with the written approval of all parties.

Section 10.05. Assignment. It is understood and agreed by the parties hereto (a) that this Agreement may be assigned by the Owner to another governmental agency provided, however, that the agreements and obligations of the Property Manager under this Agreement shall not be amended, merged, terminated or otherwise affected in any way by any conveyance or transfer of title to the Project; and that the rights, options, powers and authorities of the Property Manager under this Agreement with respect to the Project shall not be assignable or transferable by the Property Manager to any other person except with the prior written consent of the Owner. The Property Manager covenants and agrees that it will not assign or transfer any right, option, power or authority granted to it in or by this Agreement and that it will not create or suffer to be created, or permit to exist or remain, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title upon or against any right, interest, option, or claim of Property Manager under this Agreement and that any assignment, transfer or encumbrance in violation of this agreement shall be void and of no effect.

Section 10.06. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or conditions. Any party, by notice to the other parties, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant to any other party.

Section 10.07. Interpretive Provisions.

(a) At all times, this Agreement will inure to the benefit of and constitute a binding obligation upon the parties and respective successors and assigns.

(b) This Agreement constitutes the entire agreement between the Owner and the Property Manager with respect to the management and operation of the Project, and no change will be valid, unless made by supplemental written agreement in compliance with the provisions hereof and executed by the parties.

(c) This Agreement may be executed in several counterparts, each of which shall constitute a complete original agreement.

Section 10.08. Remedies. In addition to all other remedies available at law or in equity, the Owner may without limiting its remedies, bring claims on any insurance policies Property Manager is required to provide under the terms of this Agreement.

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

**MAPLE GROVE ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its President

By _____
Its Secretary

(Signature page of Owner to the Amended and Restated Property Management Agreement)

GREAT LAKES MANAGEMENT COMPANY

By _____

Its _____

(Signature page of Property Manager to the Amended and Restated Property Management Agreement)

EXHIBIT A

Legal Description

The following described real estate located in the County of Hennepin, State of Minnesota:

EXHIBIT B
Management Plan