

RESOLUTION NO. 2018-136

**RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A FIRST AMENDMENT TO CONTRACT
FOR PRIVATE DEVELOPMENT**

BE IT RESOLVED by the City Council (the "Council") of the City of Northfield, Minnesota (the "City"), that:

Section 1. Recitals.

(a) On May 17, 2016, the City and Big Ten Residential, LLC, a Minnesota limited liability company ("Big Ten") entered into a Contract for Private Development (the "Original Development Agreement"), in connection with Big Ten's proposal to construct a hotel, related underground parking, and certain other commercial improvements (the "Minimum Improvements") located at Lots 4, 5 and 6, Block 1, The Crossings of Northfield within the City. Defined terms not otherwise defined in this Resolution have the meaning ascribed to such defined terms in the Original Development Agreement.

(b) With the City's consent, Big Ten subsequently conveyed Lot 5, Block 1, The Crossings of Northfield ("Lot 5") to Rebound Development Partners, LLC, a Minnesota limited liability company ("Rebound") and, pursuant to an Assignment and Assumption of Contract for Private Development Lot 5, dated March 15, 2018 (the "Assignment"), Big Ten assigned, and Rebound assumed, all rights title interest, duties and obligations in the Original Development Agreement with respect to Lot 5, including the obligations related to certain Future Commercial Improvements to be constructed on Lot 5 (the "Lot 5 Improvements").

(c) The Original Development Agreement provided that construction of the Lot 5 Improvements was to commence by December 31, 2018 and be completed by December 31, 2019. Due to Unavoidable Delays, including unexpected inclement weather, and other unforeseen construction delays and challenges, the Lot 5 Improvements have been delayed.

(d) Rebound has requested that the Original Development Agreement, to the extent assigned by the Assignment, be amended to extend the deadline to commence construction of the Lot 5 Improvements to March 31, 2019 and to extend the deadline to complete construction of the Lot 5 Improvements to March 31, 2020 as set forth in the First Amendment to Contract for Private Development (the "Amendment") prepared and presented to the Council for its consideration.

Section 2. Approval of Amendment.

(a) The City hereby approves the Amendment substantially in accordance with the terms set forth in the form presented to the Council, together with any related documents necessary in connection therewith, including without limitation all documents or certifications referenced in or attached to the Amendment (collectively, the "Amendment Documents") and hereby authorizes the Mayor and City Clerk to execute the Amendment Documents to which the

City is a party, on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

(b) The approval hereby given to the Amendment Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.

(c) Upon execution and delivery of the Amendment Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Amendment Documents.

(d) The Council hereby determines that the execution and performance of the Amendment Documents will help realize the public purposes of the Original Development Agreement.

Adopted this 11th day of December, 2018.



Mayor

ATTEST:



City Clerk

VOTE: Y POWNELL Y COLBY Y DELONG Y NAKASIAN
 Y NESS Y PETERSON WHITE Y ZWEIFEL

FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

THIS FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT (the "Amendment") is made effective December 11, 2018, (the "Effective Date") by and between the City of Northfield, Minnesota (the "City"), a body corporate and politic organized and existing under the laws of the State of Minnesota, and Rebound Development Partners, LLC, a Minnesota limited liability company (with respect only to the Lot 5 Improvements hereinafter defined, the "Developer").

RECITALS

WHEREAS, the City and Big Ten Residential, LLC, a Minnesota limited liability company ("Big Ten") executed a Contract for Private Development dated May 17, 2016 (the "Original Agreement" and, together with this Amendment, the "Agreement") providing for the redevelopment of certain property located within the City;

WHEREAS, all capitalized terms in this Amendment not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement;

WHEREAS, with the City's consent, Big Ten subsequently conveyed Lot 5, Block 1, The Crossings of Northfield ("Lot 5") to the Developer and, pursuant to an Assignment and Assumption of Contract for Private Development Lot 5, dated March 15, 2018 (the "Assignment"), Big Ten assigned, and the Developer assumed, all rights title interest, duties and obligations in the Original Development Agreement with respect to Lot 5, including the obligations related to certain Future Commercial Improvements to be constructed on Lot 5 (the "Lot 5 Improvements").

WHEREAS, due to Unavoidable Delays, including unexpected inclement weather, and other unforeseen construction delays and challenges, the construction of Future Commercial Improvements on Lot 5, Block 1, The Crossings of Northfield pursuant to the Original Agreement (the "Lot 5 Improvements") has been delayed;

WHEREAS, the Developer has requested that Section 4.3 of the Original Development Agreement, to the extent assigned by the Assignment, be amended to extend the deadlines to commence and complete construction of the Lot 5 Improvements by two years; and

WHEREAS, the City and Developer desire to amend the Original Agreement, to the extent assigned by the Assignment, as provided in this Amendment to reflect the extension of the construction commencement date and construction completion date for Lot 5.

AGREEMENT

In consideration of the mutual covenants of the parties set out in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4.3(a) of the Original Agreement shall be deleted in its entirety and replaced with the following:

Section 4.3. Commencement and Completion of Construction. (a) *Minimum Improvements.* Subject to Unavoidable Delays, the Developer shall commence and complete construction of each Component of the Minimum Improvements in accordance with the following schedule:

Component	Commencement	Completion
Hotel Improvements*	April 30, 2017	April 30, 2018
Future Commercial Improvements on Lot 5	March 31, 2019	March 31, 2020
Future Commercial Improvements on Lot 4	No required date	No required date

*The Developer will make reasonable and good faith efforts to commence construction of the Hotel Improvements in the fall of 2016 and complete construction of the Hotel Improvements in the late summer or fall of 2017. However, in the event the Developer is unable to commence construction of the Hotel Improvements in the fall of 2016, the Developer (in its sole discretion) shall have the right to delay commencement of construction until the spring of 2017, provided that the construction commences on or before April 30, 2017. The purpose for delaying construction until the spring of 2017, if necessary, is to avoid additional costs of commencing construction during the winter months and to avoid opening the hotel in the winter months during which time the demand for hotel rooms in Northfield is generally the lowest.

2. No further amendment. Except as amended above, all other terms and conditions of the Original Agreement shall remain in full force and effect.

3. Effective Date. The amendments made to the Original Agreement, as amended by this Amendment, shall be effective as of the date hereof.

[Signatures on the following pages]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

CITY OF NORTHFIELD, MINNESOTA

By Shonda Powell
Its Mayor

By Deb A. Ritte
Its City Clerk

REBOUND DEVELOPMENT PARTNERS, LLC,
a Minnesota limited liability company

By 
Its: PARTNER