

**EDA Members:**  
Dan Roe,  
President  
Robert Willmus,  
Vice President  
Julie Strahan,  
Treasurer  
Jason Etten  
Wayne Groff



**Economic Development Authority  
Meeting Agenda  
Monday, November 7, 2022  
6:00pm**

**Address:**  
2660 Civic Center Dr.  
Roseville, MN 55113

**Phone:**  
651 - 792 - 7000

**Website:**  
[www.growroseville.com](http://www.growroseville.com)

Members of the public who wish to speak during public comment or an agenda item during this meeting can do so in person or virtually by registering at

[www.cityofroseville.com/attendmeeting](http://www.cityofroseville.com/attendmeeting)

1. 6:00 P.M. Roll Call  
Voting & Seating Order: Groff, Willmus, Strahan, Etten and Roe
2. 6:02 P.M. Pledge Of Allegiance
3. 6:03 P.M. Approve Agenda
4. 6:04 P.M. Public Comment
5. Business Items (Action Items)
  - 5.A. 6:05 PM Receive Update On Choose Roseville Campaign  
Documents:  
[5A REPORT AND ATTACHMENTS.PDF](#)
  - 5.B. 6:45 PM Authorize Execution Of TBRA Loan Document For Roseville Leased Housing Associates II, LLP (The Harbor)  
Documents:  
[5B REPORT AND ATTACHMENTS.PDF](#)
  - 5.C. 6:50 PM Authorize Execution Of Professional Service Agreements For Years 2023-2025  
Documents:  
[5C REPORT AND ATTACHMENTS.PDF](#)

5.D. 7:00 PM Approve 2023 Meeting Dates

Documents:

[5D REPORT AND ATTACHMENTS.PDF](#)

6. 7:05 P.M. Adjourn



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/07/2022

Item No.: 5.a

Department Approval

Executive Director Approval

*Janice Gundlach*

*Patricia Ferguson*

Item Description: Receive update on Choose Roseville campaign

1 **BACKGROUND**

2 On June 7, 2021 the Roseville Economic Development Authority (REDA) authorized working with  
3 Golden Shovel to provide small business support through a Choose Roseville marketing campaign. The  
4 purpose and intent of this campaign was to provide small businesses support as the economic climate was  
5 attempting to normalize post-covid. The Choose Roseville marketing campaign was intended to be  
6 temporary and terminate at the end of this year. The REDA was last updated on the campaign’s activities  
7 on January 24, 2022. The purpose of this update is to provide information to the REDA regarding the  
8 overall services that were offered to Roseville businesses. Golden Shovel representatives Darren Varley,  
9 Bethany Quinn, and Daija Williams, as well as REDA intern Ruben Dominguez, will provide an overview  
10 of the report and outcomes of the campaign (see Attachment A). It should be noted, that while this is the  
11 last opportunity in 2022 to update the REDA regarding the campaign’s activities, the campaign will  
12 continue to run through the end of the year so there may be additional services offered that are not  
13 otherwise represented in this report.

14  
15 To-date, the Choose Roseville campaign has resulted in the following:

- 16 • 187 Businesses were visited
- 17 • 35 Roseville small businesses received support from Choose Roseville Campaign
- 18 • 12 Services were offered to the businesses
  - 19 ✓ Social Media Strategy Creation
  - 20 ✓ Social Media Posts Created & Published
  - 21 ✓ Pictures Taken & Graphics Created
  - 22 ✓ Custom Video Development
  - 23 ✓ Flyers Created
  - 24 ✓ Promotional Content & Sales Material
  - 25 ✓ Google My Business Profile Management
  - 26 ✓ Success Story Creation
  - 27 ✓ Newsletter Promotion
  - 28 ✓ Social Media Ads
  - 29 ✓ Job Postings
  - 30 ✓ PR Support

31  
32 **BUDGET IMPLICATIONS**

33 The Choose Roseville campaign consisted of a not-to-exceed budget of \$150,000, with all costs being  
34 paid for with American Rescue Plan (ARP) funds.

35 **STAFF RECOMMENDATION**

36 Receive final report on the Choose Roseville campaign.

37 **REQUESTED REDA BOARD ACTION**

38 Receive final report on the Choose Roseville campaign.

39 Prepared by: Jeanne Kelsey, Housing Economic Development Program Manager, 651-792-7086

Attachments: A: Choose Roseville campaign report

# ROSEVILLE, MN **CHOOSE ROSEVILLE** CAMPAIGN

CITY OF ROSEVILLE, MN ECONOMIC DEVELOPMENT AUTHORITY



CAMPAIGN UPDATE • NOVEMBER 2022



The City of Roseville and EDA innovated a new way to support local businesses - the **Choose Roseville** campaign. Roseville is a national leader, having found a clear way to deploy federal recovery funds to support small and minority-owned businesses.

Through **Choose Roseville**, the City helped business owners to increase awareness and attract new customers. According to the *Small Business Economic Impact Study from American Express*, each dollar spent at a small business creates an additional 50 cents in local business activity - making the **Choose Roseville** campaign a valuable use of federal funding and other grants designed to support local businesses and grow the economy.

## EXECUTIVE SUMMARY

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Roseville's City Council has made a commitment to support local small businesses, and in particular, BIPOC business owners, through the creation of the **Choose Roseville** campaign. Launched in September, 2021, the campaign has enhanced the relationship between the City of Roseville and the small business community. Anecdotally, at the time the campaign was launched some of the small businesses we spoke with said they were considering, or on the verge of, closing, something the campaign has helped to prevent. One such business, Mr. Zero's, saw an increase in foot traffic by 50% after participating in Choose Roseville. Some of this traffic has come from outside of Roseville itself. "Getting the news of our business to neighboring communities has been a big advantage of working with Choose Roseville," said Dennise, Owner of Jamaican Caribbean Cuisine.

**The Choose Roseville team has visited over 187 businesses, up to 5 times each, for over 935 site visits.** These site visits have created goodwill between Roseville's small business owners and the city, opening doors to conversations about growth and city services.

"Business owners were so appreciative of the support we were providing. Even if they didn't want help right now, they were so thankful to be asked," said Daija Williams, Choose Roseville Social Media Coach.

"I can tell that it meant a lot to businesses that we were stopping by and offering to help," said Ruben Dominguez, EDA Intern. "During our last report, I shared how minority business owners were often uncomfortable receiving support from the city. It's taken multiple visits and months to earn their trust and get to the point where they are comfortable reaching out. I am proud to report that 17 minority business owners have chosen to participate in Choose Roseville," he added.

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**"I did not understand how to market my business at first and the City of Roseville helped me make my business known."**

**AMARE SOLOMON, OWNER OF SAFEWAY HOME HEALTHCARE**

## CAMPAIGN OVERVIEW

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### SEPTEMBER 2021 BRANDING+MICROSITE+TRAINING

The **Choose Roseville** campaign kicked into high gear with the completion of campaign branding and the development of a campaign website (microsite). Branding activities included the creation of a brand logo, business cards, and promotional materials that could be left with local business owners.

Golden Shovel Agency presented at a live webinar and an in-person event, using the opportunity to promote the **Choose Roseville** campaign and engage local stakeholders. To promote these education events we reached out to local chambers and business leaders, invited them to attend the webinar, and followed up with a recorded copy afterward. We also heavily promoted the webinar through social media by making regular posts in LinkedIn groups and on Facebook, along with sending direct messages to community and business leaders.

### OCTOBER 2021-NOVEMBER 2022 SITE VISITS+VIDEO DEVELOPMENT+HANDS-ON SUPPORT

Ruben Dominguez, EDA Intern, Daija Williams, and Gogee Yang, Social Media Coaches, visited 187 of Roseville's small businesses answering questions and offering support. These in-person visits had a particular focus on minority-owned businesses. Business owners were referred to the city and Noah Her for additional support, as appropriate.

GSA also ran a progressive social media campaign to reach as many small businesses and Roseville residents as possible. This included creating **Choose Roseville** profiles on LinkedIn, NextDoor, TikTok, Twitter, YouTube, and Instagram, and posting on the EDA's Facebook page. Social media graphics, videos, and posts have been created and shared on a consistent basis. In addition, these platforms have been used by GSA's team for direct outreach to community stakeholders and influencers, in addition to reaching out to small business owners through their social media profiles.



# CAMPAIGN OVERVIEW

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## STATISTICS

- **35 Roseville Small Businesses Receive Support** from *Choose Roseville*
- **12 Services Available** Including:



**SOCIAL MEDIA STRATEGY CREATION**



**SOCIAL MEDIA POSTS CREATED & PUBLISHED**



**PICTURES TAKEN & GRAPHICS CREATED**



**CUSTOM VIDEO DEVELOPMENT**



**FLYERS CREATED**



**PROMOTIONAL CONTENT & SALES MATERIAL**



**GOOGLE MY BUSINESS PROFILE MANAGEMENT**



**SUCCESS STORY CREATION**



**NEWSLETTER PROMOTION**



**SOCIAL MEDIA ADS**



**JOB POSTINGS**



**PR SUPPORT**

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**“I can tell you we have gotten some new customers in from your postings! It has increased our foot traffic 50%.”**

**RIK, MR. ZERO'S**

## THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

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The **Choose Roseville** program provided hands-on support for small businesses, providing each business with up to 12 services and a social media strategy they can use to promote their business once the campaign has completed. Businesses that signed up a year ago are still receiving social media and advertising support today. This is contributing to a strong ecosystem where small business owners feel welcomed and appreciated.

"Roseville supports local small businesses very well," said Dr. Christian Kollar, Owner of Roseville's New Brighton Chiropractic Clinic. "Our location off I-35W and County Road D is extremely convenient for patients and helps bring in clients from Roseville, New Brighton, and other surrounding communities. The surrounding business community supports each other very well, which I make sure to reciprocate in ways like frequenting nearby Roseville businesses myself."

**187**

**ROSEVILLE SMALL BUSINESSES  
WERE VISITED BY  
CHOOSE ROSEVILLE STAFF**

**35**

**BUSINESSES RECEIVE  
IN-DEPTH SUPPORT**

**12+**

**SERVICES PROVIDED  
TO EACH BUSINESS**

# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

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## SMALL BUSINESS SOCIAL MEDIA COACH AND DIGITAL SUPPORT

The **Choose Roseville** Social Media Coach (Williams & Yang) have helped 33+ Roseville businesses to either get online or to increase their online presence. 17 of these small businesses are owned by members of the BIPOC community. Registered businesses receive a consultation with the Social Media Coach where they can discuss their goals and receive recommendations for how to best market themselves. Each business received a Social Media Strategy document that will serve as a foundation for future marketing efforts. "Daija has provided ideas that I wouldn't have thought of. She is very calm and strategic in terms of what can be accomplished while still thinking out of the box," said Jeena, Owner of Namaste Brows.

**In addition, the Social Media Coach offers businesses the following services:**

- **No-cost digital ads** on social media and/or Google
- **Social media posts created and published** on their behalf
- **Social media graphics created and published** on their behalf
- **Facebook business page** (set up or optimized)
- **LinkedIn business page** (set up or optimized)
- **NextDoor business profile** (set up or optimized)
- **Social media posts created and published** on their behalf
- **Google My Business** (set up or optimized)
- **Instagram business page** (set up or optimized)
- **Twitter business profile** (set up or optimized)
- **TikTok business profile** (set up or optimized)

Businesses who register for assistance will also receive a report with strategic guidance and recommended action items, along with customized services. "Her assistance in responding to the reviews has been great!" said Alyssa, Floors by Steve.

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**“Working with the Social Media Coach has helped boost my Google and Facebook presence which helps bring awareness to the business.”**

**TRISH, OWNER OF GRACE HEALED ME**

## THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

The Roseville Small Businesses who have signed up to receive support from the Social Media Coach are:

<b>Business Name</b>	<b>Minority-Owned</b>	<b>Business Name</b>	<b>Minority-Owned</b>
Adam's Soul To-Go	Yes	The Grateful Table	No
HiddenMN	Yes	Bandana Chiropractic and Wellness Center	No
Chuchao Liquor	Yes	New Brighton Chiropractic	No
Isight Eye Care	No	Floors By Steve	No
Urban Traveler	Yes	A-1 Vacuums	No
Designing Smiles	Yes	Namaste Brows	Yes
Northeast Contemporary Services	No	Jamaican Caribbean Cuisine	Yes
Windtinder	No	Fade To Black Barbershop	Yes
Frontier Living	Yes	Moore Hair to Love	Yes
Illuminate	No	Kitchens Made Simple	No
China Restaurant	Yes	Elite Nails	Yes
Grace Healed Me	Yes	PAR36	Yes
Mr Zero's	No	City Looks Salon	No
Timberwolf Fitness	No	Two Mixed Up	Yes
Safeway Home Healthcare	Yes	Table 97	Yes
Lumin Advantage	No	Hollywood Nails	Yes

## THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

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These businesses are appreciative of the support and have been utilizing the videos and social media graphics created for them to promote their businesses. **“The Social Media Coach was able to help us with our marketing needs which was non-existent. Thanks to Social Media Coach, our business is active on all social media platforms,”** said Amare, Owner of Safeway Home Healthcare.

### NEWSLETTER CONTENT CREATION AND MANAGEMENT

To launch the campaign, GSA wrote campaign promotional content that was featured in the City's printed business newsletter that was distributed via mail.

GSA has also created e-newsletter content to feature Roseville businesses. **“The newsletter brought the most publicity for our company,”** said Russ, Owner of A-1 Vacuums.

The newsletter content has been distributed through the city's current Civic Plus newsletter tool. **The following are advantages of distributing content through the City's newsletter:**

- **Increased engagement between the city and residents**
- **Residents recognize that Choose Local is a city-led initiative endorsed by the city council**
- **Enhanced brand recognition for the city and the Choose Local campaign**
- **Opportunity to leverage the strong collaboration between the city, economic development, and business community**
- **City benefits from having additional content provided for their weekly newsletter**
- **Small business owners learn about each other and have the opportunity to work together**

“Roseville has a collection of small businesses that I choose to work with as a small business owner in the city myself,” said Elvir, owner of Kitchens Made Simple. “I like to work with other local business owners, like electricians, plumbers, and others, because we build great relationships, and our customers like knowing we work together to get jobs done quickly and with great quality.”

## THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

Each business participating in **Choose Roseville** has had the opportunity to be featured by the city. Businesses with newsletter features include:

<b>Business Name</b>	<b>Newsletter</b>	<b>Business Name</b>	<b>Newsletter</b>
Adam's Soul To-Go	X	The Grateful Table	X
HiddenMN	X	Bandana Chiropractic and Wellness Center	X
Chuchao Liquor	X	New Brighton Chiropractic	X
Isight Eye Care	N/A	Floors By Steve	X
Urban Traveler	X	A-1 Vacuums	X
Designing Smiles	X	Namaste Brows	X
Northeast Contemporary Services	X	Jamaican Caribbean Cuisine	X
Windtinder	X	Fade To Black Barbershop	X
Frontier Living	X	Moore Hair to Love	X
Illuminate	X	Kitchens Made Simple	X
China Restaurant	X	Elite Nails	X
Grace Healed Me	X	PAR365	X
Mr Zero's	X	City Looks Salon	X
Timberwolf Fitness	X	Two Mixed Up	X
Safeway Home Healthcare	X	Table 97	X
Lumin Advantage	X	Hollywood Nails	X

# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

## SUCCESS STORIES

GSA creates success stories that inspire and promote personal connections between the subject (small business owner) and the audience (community members). Making these personal connections is vital to cultivating long-term relationships and resident support of local businesses. Amare Solomon, Owner of Safeway Home HealthCare, had a special story to tell. "In Ethiopia, we emphasize caring for our family members at home. Institutions can be tough on people and I wanted to bring a family-caring attitude to my business here," he said.



GSA has interviewed local businesses who are participating in the campaign to create the type of personal interest stories that will make residents want to visit them and spend their dollars at that restaurant, store or service business. The benefit of creating stories is that it builds a connection that's far deeper than a traditional shopping experience. **"Our local customers are extremely loyal and we enjoy our location near one of the most successful malls in the Twin Cities,"** said Willy, Owner of URBAN Traveler. **"The surrounding business owners are very supportive, sending customers to each other."**

# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

## DIGITAL AD CAMPAIGN

GSA has developed a digital ad campaign on Google and Facebook to promote the campaign and to encourage people to **Choose Roseville**. The paid campaign has run on Google, Facebook and Instagram, and NextDoor. The ad campaign helped GSA to identify businesses that were interested in receiving support. In addition, the digital ad campaign promoted the small businesses participating in the **Choose Roseville** campaign. We ran ads on Google and social media to drive traffic to their websites and business. Each participating business was eligible to participate. "It has created a strong presence for us online. It is also nice to be able to offset some of the marketing efforts to the Social Media Coach since we are such a small team," said Elvir, Owner of Kitchens Made Simple.

## Over 739,000 ad impressions on Google - That's a lot of exposure for Roseville's small businesses! Over 40,715 impressions on Facebook!

### Google Ads for Businesses

Impressions: 400,943

Clicks: 9,680

Click-Through Rate: 4.28%

### Google Ads for Roseville EDA

Impressions: 338,533

Clicks: 3,107

Click-Through Rate: 0.92%





# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

Ad	Clicks	Impr.	CTR	Avg. CPC	Cost
Grateful Table   Corporate Catering   Desserts available +5 more www.gratefultablemn.com Grateful Table located in Roseville, MN. Bakery, Cafe, & Restaurant   Roseville, MN   The... <a href="#">View assets details</a>	178	3,470	5.13%	\$0.71	\$126.18
Eyebrow Threading in Roseville   Eyebrow Care in Roseville   Custom Earrings for Sale +4... www.namastebrowsandboutique.com Our Goal Is to Make Your Eyebrows Look Stunning. Book an appointment today!... <a href="#">View assets details</a>	291	4,226	6.89%	\$0.59	\$172.32
Vacuum Cleaners and Repair   Vacuum Cleaner Shop   Shop Our Catalog +3 more www.a-1vacuum.com A-1 Vacuums looks forward to seeing you the next time you need anything vacuum-related!... <a href="#">View assets details</a>	303	11,473	2.64%	\$0.56	\$171.18
Designing Smiles   Deborah Fung, DDS MAGD   Affordable Dental Care +6 more www.smilesmn.com Designing Smiles   Deborah Fung, Dds Magd. Implants Can Solve the Practical & Social... <a href="#">View assets details</a>	419	4,065	10.31%	\$0.41	\$169.94
Illuminate Counseling, LLC   Therapist in Roseville   Mental Health Help +5 more www.illuminatemn.com Illuminate Counseling, LLC   Therapy Services   Roseville, MN 55113. Counseling, Therapy an... <a href="#">View assets details</a>	387	12,106	3.20%	\$0.39	\$152.17
Housing Stabilization Services   Housing Consulting   Frontier Living +5 more www.frontierlivingllc.com Frontier Living offers Housing Support Services located in Roseville, MN. We develo... <a href="#">View assets details</a>	317	5,805	5.46%	\$0.49	\$155.56
Windtinder   Fire Stoking Fan Windtinder   Fire Stoking Fan +4 more www.windtinder.com Buy the official Windtinder Campfire Stoking Fan. Fire Starter Products, Campfire Starter K... <a href="#">View assets details</a>	93	3,659	2.54%	\$1.55	\$144.18

Ad	Clicks	Impr.	CTR	Avg. CPC	Cost
Urban Traveler   Curbside pickup available   Travelgoods Retailer +8 more www.urbantraveler.com URBAN Traveler is a Travelgoods Specialty Retailer located in Roseville, MN. URBAN... <a href="#">View assets details</a>	370	11,187	3.31%	\$0.39	\$143.94
Northeast Contemporary Service   Supported Retirement   Structured Curriculum +7 more northeastcontemporaryservices.org Northeast Contemporary Services offers Adult and Senior Services located in Roseville, MN... <a href="#">View assets details</a>	517	4,488	11.52%	\$0.28	\$142.92
Curbside Pickup Available   Dine-In Available   Pick-Up Lunch Today +8 more www.adamssoultoogo.com Check out Adams Soul to Go located in Rosedale Center in the POTLUCK Food Court!... <a href="#">View assets details</a>	239	5,839	4.09%	\$0.62	\$147.75
Grace Healed Me Massages   Grace Healed Me LLC   Holistic Total Body Healing +8 more www.gracehealedme.com Grace healed me offers premium massages and healing. Book your appointment now!... <a href="#">View assets details</a>	234	12,548	1.86%	\$0.61	\$143.41
HiddenMN   Escape Room Nearby   Ax Throwing Roseville MN +6 more www.hiddenmn.com Book your appointment to experience Rosevilles HiddenMN escape rooms!... <a href="#">View assets details</a>	286	3,408	8.39%	\$0.51	\$145.64
Bandana Chiropractic   Chiropractor Roseville MN   Special Offer for New Patients +5 more www.bandanachiro.com Chiropractor Roseville MN   Special Offer for New Patients. Receive a consult and exam... <a href="#">View assets details</a>	108	3,566	3.03%	\$1.42	\$153.77
Kitchens Made Simple   A Full Kitchen Remodel   Kitchen Remodeling Company +5... www.kitchensmadesimple.com Kitchens Made Simple located in Roseville, MN. Book your consultation today! We make ... <a href="#">View assets details</a>	168	3,471	4.84%	\$0.92	\$154.23

# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

Jamaican Caribbean Cuisine   Jamaican Caribbean Food Nearby   Jerk Chicken, Oxtail... www.jamaicancaribbeancuisine.com Jamaican Caribbean Cuisine Restaurant located in Roseville, MN. Jerk Chicken, Oxtail... <a href="#">View assets details</a>	166	2,865	5.79%	\$0.94	\$155.57
New Brighton Chiropractic Care   Chiropractic Services   Chiropractor in Roseville, MN +5... www.newbrightonchiro.com New Brighton Chiropractic Clinic located in Roseville, MN. \$59 New Patient Special... <a href="#">View assets details</a>	2,613	105,448	2.48%	\$0.06	\$154.81
Elite Nails in Roseville, MN   Gel Manicures   Nail Salon near me +5 more www.elitenails-roseville.com Elite Nails located in Roseville, MN Luxury, Quality and Comfort. Professional Care. Gel... <a href="#">View assets details</a>	2,613	140,499	1.86%	\$0.06	\$154.70
Total: All but removed ads ⓘ	9,302	338,123	2.75%	\$0.28	\$2,588.27
Total: Account ⓘ	9,302	338,123	2.75%	\$0.28	\$2,588.27

Ad	Ad type	↓ Impr.	Views	View rate	Cost
Video Ad from Choose Roseville Campaign  Shop now Shop Mr. Zero's Finish your Christm... Get your last-minut...	Responsive video ad	17,021	522	3.07%	\$75.87
Total: All but removed ads ⓘ		17,021	522	3.07%	\$75.87

Ad	Ad type	Clicks	Impr.	CTR	Avg. CPC	Cost
Last Minute Christmas Shopping   Action Figure Gifts   Vintage Toys Christmas Gifts +... www.mrzero.com Video Games, CDs, Action Figures, Vinyl LPs & 45 Singles, Books, Toys. Get Vintage Music... <a href="#">View assets details</a>	Responsive search ad	295	42,507	0.69%	\$0.99	\$292.07
 Mr. Z... +4 more Finish your hot... Clas... +1 more <a href="#">View asset details</a>	Responsive display ad	44	3,409	1.29%	\$0.23	\$9.97
Total: All but removed ads ⓘ		339	45,916	0.74%	\$0.89	\$302.03
Total: Campaign ⓘ		339	45,916	0.74%	\$0.89	\$302.03

# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

## SMALL BUSINESS PROMOTIONAL VIDEOS

Nine North, a local provider of video solutions, has worked with GSA to create ten small business promotional videos for the **Choose Roseville** campaign. These videos are also showing up in Google searches through their promotion on YouTube. This is creating additional exposure for Roseville businesses and the campaign as a whole.

Ruben Dominguez with the city, and Daija Williams and Gogee Yang - Social Media Coaches, worked to identify Roseville small businesses that would make for ideal participants. A pre-production survey was created by GSA and Darren Varley, VP of Client Services for Golden Shovel, coordinated the video shoots with Nine North. He was also on-site for filming and participating in the editing and branding of the videos. The featured businesses are Urban Traveler, Windtinder, Grace Healed Me, Namaste Brows, A-1 Vacuums, Designing Smiles, Adam's Soul To-Go, HiddenMN, Illuminate, and Mr. Zeros. These small businesses showcase the diversity of Roseville's industries, representing the medical field, service sector, restaurant, retail, professional services, and entertainment industries respectively. They are also representative of the diversity of Roseville's business owners with Grace Healed Me, Adam's Soul to Go, Urban Traveler, Namaste Brows, Designing Smiles, HiddenMN being owned by BIPOC members of the community. Since production, the videos have been promoted on the campaign websites and through social media channels.

**“We are unique because there is no soul food in Roseville and very little to find in the Twin Cities. Our Choose Roseville video showed how unique our food is.”**

**ADAM, OWNER OF ADAM'S SOUL TO GO**

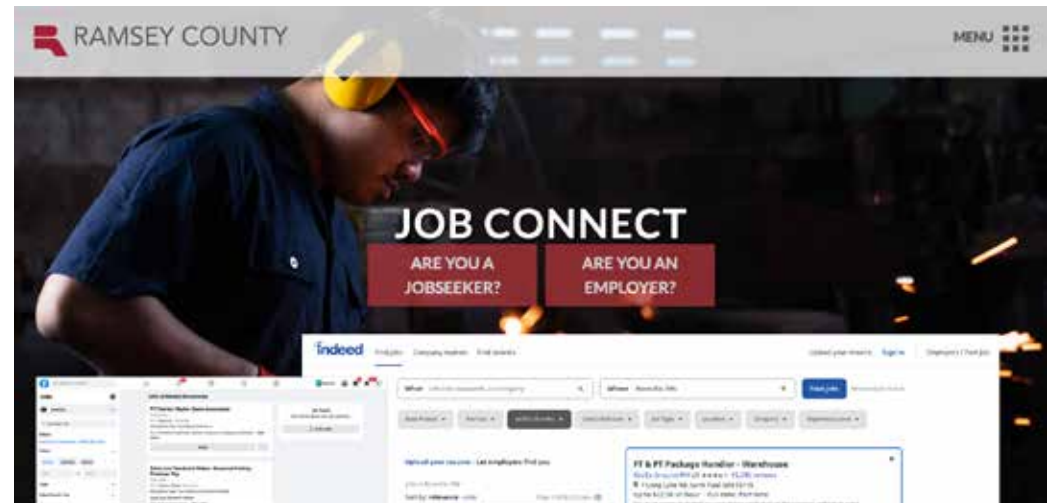


# THE CHOOSE ROSEVILLE PROGRAM: SUPPORT FOR SMALL BUSINESSES

## JOB POSTINGS

During calls and in-person visits, Dominguez, Williams, and Yang asked business owners if they were hiring and would like support in posting their open positions. This service is also being advertised on social media and through the ad campaign. Thus far, the following businesses have chosen to utilize this service:

- **Urban Traveler**
- **Namaste Brows**
- **Fade to Black Barber Shop**
- **Northeast Contemporary Services**
- **Frontier Living**
- **China Restaurant**
- **Safeway Home Healthcare**
- **Moore Hair to Love**



**“Thank you for checking on us. I am happy with the level of customer service Safeway is getting from you.”**

**AMARE, OWNER OF SAFEWAY HOME HEALTHCARE**



## MINORITY-OWNED BUSINESS REPORT

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Support for minority-owned businesses and members of the BIPOC community was prioritized as part of the **Choose Roseville** campaign. Since the BIPOC community has historically had fewer interactions with the city, multiple outreach attempts were made to establish trust and open the door to collaboration.

**“To my surprise, when I first conducted outreach there was a lot of hesitancy. Community members’ initial interest in the program would slowly dwindle down to the eventual “thank you, I’ll think about it”. What I came to understand later on, particularly thanks to China Restaurant, was that the BIPOC community has a massive distrust in government. People expected there to be some kind of catch and were worried that we would request some form of compensation at the end of the campaign,”** said Ruben Dominguez, EDA Intern. **“This new understanding changed how I conduct outreach. I realized it would take more time to earn the trust of the BIPOC and small business community.”**

The **Choose Roseville** team has built that trust through regular visits to minority-owned businesses. These visits and calls demonstrated how much they, and the city, cared about the business and its success. “Working with the Social Media Coach has been amazing! She has gone out of her way to visit me in person whenever I don’t keep up with communication. She really cares about my business and is extremely patient,” said Shabanique, Owner of Moore Hair to Love.



# MINORITY-OWNED BUSINESS REPORT

## THE RESULTS

Two Roseville minority business owners had this to say about the support they received from Choose Roseville:

# 17

**MINORITY-OWNED  
ROSEVILLE BUSINESSES  
RECEIVED SUPPORT FROM  
CHOOSE ROSEVILLE**

# 50+

**MINORITY-OWNED  
BUSINESSES RECEIVED  
MULTIPLE SITE VISITS**



**“Thank you for all you do  
for us. It means a lot.”**

**JEENA, OWNER OF NAMASTE BROWS**



**“The city staff understands  
how to showcase local,  
small businesses.”**

**TISH TENSLEY, OWNER OF GRACE HEALED ME**

The ultimate goal is to help business owners gain a better understanding of the importance of local marketing and how to do it, so they will continue to see growth long-term. “The Social Media Coach is still helping us, but I have a better understanding of how to market online now,” said Yang, Owner of China Restaurant.

## DATA

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### OUTREACH ACTIVITIES

The Choose Roseville team spoke with 187 businesses for the Choose Roseville campaign, conducting up to 5 outreach visits per business to see if they wanted to participate. Of those, 33 have elected to receive support from Choose Roseville. The businesses who signed up came into the program through the following outreach activities.

- Direct Contact • 5 Businesses (15%)
- Partner referrals • 3 businesses (9%)
- Advertisements • 1 business (3%)
- **Initial intern visit • 24 businesses (73%)**

### SURVEY RESPONSES

19 businesses responded to a survey this fall, rating their experience with the Choose Roseville campaign with 95% saying they would recommend the Choose Roseville campaign to other small business owners. 89% of participants rated their experience with the Choose Roseville Social Media Coach as positive or highly positive, with 11% rating their experience as neutral. **“Daija has been wonderful and very helpful with marketing,” said Michael, Owner of Fade to Black Barber Lounge.**

**For 60%+ of participants, the Choose Roseville campaign was the first time they received services or support from the City.**

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**“When we opened our first Escape Room in 2017, choosing Roseville was an easy decision. There is excellent consumer traffic, locations within our budget and the city has a reputation for being easy to work with. Thank you for providing this extra support.”**

**TRISH, OWNER OF HIDDENMN**

## FUTURE RECOMMENDATIONS

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The **Choose Roseville** campaign has increased traffic and sales for locally-owned businesses. As Rik from Mr. Zero's said, "Traffic increased by 50!" and as Dennise from Jamaican Caribbean Cuisine said, "It brought in people from outside of Roseville." In addition, the campaign demonstrated that the city cares deeply about the success of its minority-owned businesses and the community as a whole. With 98% of participating businesses being pleased with the service, it is recommended that the City consider maintaining this support in some capacity.

When campaign participants were asked what additional support they would like, responses included:

- Grants for business signage.
- Ability to participate in more in-person events with the city (tell us about the events in advance and make it easy to register).
- Keep us informed about new technology and how to use it to market our businesses.
- Any sort of financial support for the businesses would be great! Perhaps starting a coupon book for small businesses in Roseville could help the entire city.
- It would be great if the city could send out specialized information for particular businesses in certain industries. Furthermore, it will be nice if the city could facilitate conversations between business owners so we can support each other more.
- Continue helping us reach job applicants and expand this service.

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**“I want to remain in this program for a longer time. I want to make full use of this program and be able to use it to its full potential.”**

**SHABANIQUE, OWNER OF MOORE HAIR TO LOVE**





43 EAST BROADWAY • LITTLE FALLS, MINNESOTA 56345

[WWW.GOLDENSHOVELAGENCY.COM](http://WWW.GOLDENSHOVELAGENCY.COM)



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/07/2022  
Item No.: 5.b

Department Approval

Executive Director Approval

*Janice Gundlach*

*Samuel Truogler*

Item Description: Approve Tax Base Revitalization Account (TBRA) Loan Documents and Subordination

**BACKGROUND**

On June 7, 2021, the Roseville Economic Development Authority (REDA) approved a Contract for Private Development with Roseville Leased Housing Associates II, LLLP (The Harbor of Twin Lakes). It was unknown at that time if the development would receive TBRA funds from the Metropolitan Council as such funds are competitive in nature. The development did receive TBRA funds in the sum of \$213,700, which has been used to assist with the environmental remediation of the property. The REDA is being asked to approve the customary loan documents and subordination agreement.

Rachel Tierney from Kennedy Graven is standing in for Gina Fiorini while on family leave to address any questions the REDA may have as it relates to these actions and documents.

**STAFF RECOMMENDATION**

Staff recommends approval of the TBRA loan agreement, mortgage, promissory note, and subordination agreement between the REDA and Roseville Leased Housing Associates II, LLLP.

**REQUESTED REDA ACTION**

By motion, adopt the Resolution provided as Attachment A, authorizing the President and Executive Director to execute the TBRA loan agreement, mortgage, promissory note, and subordination agreement between the REDA and Roseville Leased Housing Associates II, LLLP.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

- Attachment A: Resolution authorizing TBRA loan documents and subordination
- B: TBRA Loan Agreement
- C: TBRA Mortgage
- D: TBRA Note
- E: Subordination Agreement



47 Agreement”). Proceeds of the TBRA Grant may be used for eligible  
48 project components of the Minimum Improvements (the “Grant-Eligible  
49 Activities”) as described in the Grant Agreement; and  
50

51 WHEREAS The Authority intends to loan the proceeds of the TBRA Grant (the  
52 “Loan”) to the Developer to provide financing for the Grant-Eligible  
53 Activities. To that end, the Authority and the Developer have negotiated a  
54 Loan Agreement (the “Loan Agreement”) between the Authority and the  
55 Developer; and  
56

57 WHEREAS, In order to receive certain financing for the Minimum Improvements, the  
58 Redeveloper’s tax-exempt lender, U.S. Bank National Association (the  
59 “Tax- Exempt Lender”), and the Redevelopers taxable lender, and The  
60 Huntington National Bank (the “Taxable Lender”, jointly the “Lenders”),  
61 require a subordination of certain of REDA’s rights under the Loan  
62 Agreement with respect to the Minimum Improvements, as set forth in the  
63 Subordination Agreement (Governmental Entity -TEL) between REDA  
64 and the Lenders, presented to REDA for review and approval (the  
65 “Subordination Agreement”); and  
66

67 WHEREAS, REDA’s Board of Commissioners and legal counsel have reviewed the  
68 Loan Agreement and Subordination Agreement and find that the approval  
69 and execution of the Loan Agreement and Subordination Agreement are in  
70 the best interest of the City and its residents.  
71

72 NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Loan  
73 Agreement and Subordination Agreement and authorizes the disbursement  
74 of the Loan to the Developer in accordance with the terms of the Loan  
75 Agreement.  
76

77 BE IT FURTHER RESOLVED THAT, the Loan Agreement and Subordination Agreement  
78 are hereby approved in substantially the forms presented to the Board,  
79 together with any related documents necessary in connection therewith,  
80 including without limitation the Note and the Mortgage from the Developer  
81 as security for the repayment of the Loan and all documents, exhibits,  
82 certifications, or consents referenced in or attached to the Loan Agreement  
83 (the “Project Documents”). The Board hereby authorizes the President and  
84 Executive Director, in their discretion and at such time, if any, as they may  
85 deem appropriate, to execute the Project Documents on behalf of the  
86 Authority, and to carry out, on behalf of the Authority, the Authority’s  
87 obligations thereunder when all conditions precedent thereto have been  
88 satisfied. The Project Documents shall be in substantially the forms on file  
89 with the Authority and the approval hereby given to the Project Documents  
90 and Subordination Agreement includes approval of such additional details  
91 therein as may be necessary and appropriate and such modifications thereof,  
92 deletions therefrom and additions thereto as may be necessary and

93 appropriate and approved by legal counsel to the Authority and by the  
94 officers authorized herein to execute said documents prior to their execution;  
95 and said officers are hereby authorized to approve said changes on behalf of  
96 the Authority. The execution of any instrument by the appropriate officers  
97 of the Authority herein authorized shall be conclusive evidence of the  
98 approval of such document in accordance with the terms hereof. This  
99 resolution shall not constitute an offer and the Project Documents and  
100 Subordination Agreement shall not be effective until the date of execution  
101 thereof as provided herein.  
102

103 BE IT FURTHER RESOLVED that in the event of absence or disability of the officers, any  
104 of the documents authorized by this resolution to be executed may be  
105 executed without further act or authorization of the Board by any duly  
106 designated acting official, or by such other officer or officers of the Board as,  
107 in the opinion of the City Attorney, may act in their behalf. Upon execution  
108 and delivery of the Project Documents, the officers and employees of the  
109 Board are hereby authorized and directed to take or cause to be taken such  
110 actions as may be necessary on behalf of the Board to implement the Project  
111 Documents.  
112

113 The motion for the adoption of the foregoing resolution was duly seconded by Member  
114

115 , and upon a vote being taken thereon, the following voted in favor thereof:  
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117 and the following voted against the same:  
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119 WHEREUPON said resolution was declared duly passed and adopted.  
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Certificate

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I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called meeting thereof on November 7, 2022.

I further certify that Commissioner \_\_\_\_\_ introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner \_\_\_\_\_, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_ day of November, 2022.

\_\_\_\_\_  
Patrick Trudgeon, Executive Director  
Roseville Economic Development  
Authority

## LOAN AGREEMENT

This Loan Agreement (“Agreement”) is made this 7th day of November, 2022, between Roseville Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership (“Borrower”) and Roseville Economic Development Authority (“Lender”), a public body corporate and politic under the laws of Minnesota.

### RECITALS

A. The Lender and the Metropolitan Council (the “Council”) have entered into a Metropolitan Livable Communities Act Grant Agreement approved by the Council on July 14, 2021 (the “Grant Agreement”), committing grant funds from the Council’s Tax Base Revitalization Account (the “Grant”) to the Lender, to be used by the Lender to assist the Borrower with the costs of asbestos abatement, soil and vapor sampling, soil remediation and soil vapor mitigation, and related environmental oversight (the “Project Costs”) on certain property located in the City of Roseville described in Exhibit A (the “Property”).

B. In order to facilitate the use of low-income tax credits for affordable senior multifamily rental housing on the Property (the “Affordable Housing”), the Borrower has requested that the Grant by the Lender to the Borrower be structured as a loan.

C. Lender agrees to loan to Borrower the proceeds of the Grant to finance a portion of the Project Costs on the Property, pursuant to the terms and conditions of this Agreement.

D. In consideration for the loan contemplated by this Agreement, Borrower is executing and delivering to Lender this Agreement.

ACCORDINGLY, to induce Lender to make the Loan (as defined hereinafter) to Borrower, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Amount. Subject to and upon the terms and conditions of this Agreement and the Grant Agreement, Lender agrees to loan to Borrower the sum of Two Hundred Thirteen Thousand Seven Hundred and no/100 Dollars (\$213,700.00), or so much thereof as may have been advanced to Borrower (the “Loan”). The Loan shall be evidenced by a promissory note (“Note”) payable by Borrower to Lender and substantially in the form of Exhibit B attached to this Agreement, which shall be dated as of the date of closing on the Loan (the “Loan Closing Date”). Proceeds of the Loan shall be disbursed in accordance with Section 3 hereof.

2. Repayment of Loan. The Loan shall be repaid with interest as follows:

(a) No interest shall accrue on the Note.

(b) The entire amount of principal and accrued interest on the Loan shall be due and payable on November 1, 2062. The Borrower may prepay the Loan, in whole or in part,

on any date, subject to the terms provided in the Note.

3. Disbursement of Loan Proceeds.

(a) The proceeds of the Loan shall be disbursed by the Lender to the Borrower in accordance with the terms and conditions of the Grant Agreement and with Section 3.4 of the Contract for Private Redevelopment between the Lender and the Borrower dated as of June 7, 2022 (the “Contract”). Notwithstanding anything to the contrary herein, any excess of the Project Costs over the principal amount of the Loan shall be the sole responsibility of the Borrower.

(b) Disbursement of the proceeds of the Loan will be made subject to the conditions precedent that on or prior to the Loan Closing Date:

(i) The Lender has received from Borrower, without expense to Lender, executed copies of this Agreement and the Note, and Borrower further having caused to be executed and delivered to Lender a mortgage in substantially the form set forth hereto at Exhibit C (the “Mortgage”);

(ii) The Borrower has presented the Lender with evidence that the Loan funds are being allocated solely to the Affordable Housing on the Property; and

(iii) No Event of Default under this Agreement or the Contract as to the Grant Agreement shall have occurred and be continuing.

4. No Business Subsidy. The parties agree and acknowledge that the Loan is not a business subsidy as defined in Minnesota Statutes, Section 116J.993 to 116J.995, because the assistance is for housing.

5. Representations and Warranties. Borrower represents and warrants to Lender that:

(a) Borrower is duly authorized and empowered to execute, deliver, and perform this Agreement and to borrow money from Lender.

(b) The execution and delivery of this Agreement, and the performance by Borrower of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon Borrower.

(c) The execution and delivery of this Agreement has been duly approved by all necessary action of Borrower, and this Agreement has in fact been duly executed and delivered by Borrower and constitutes its lawful and binding obligation, legally enforceable against it.

(d) Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of Loan proceeds and that any



duly authorized representative of Lender shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Borrower pertaining to the Loan disbursements until the completion of all closeout procedures and the final settlement and conclusion of all issues arising out of this Loan.

(e) Borrower warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Borrower receives notice of noncompliance from any governmental entity, Borrower agrees to take any necessary action to comply with the state or federal law in question.

(f) Borrower warrants that it will use the proceeds of the Loan made by Lender solely for the Project Costs.

(g) Borrower warrants that it will not create, permit to be created, or allow to exist any liens, charges, or encumbrances prior to the obligation created by this Loan Agreement, except as otherwise authorized in writing by Lender and except as may be allowed pursuant to the Mortgage.

6. Event of Default by Borrower. The following shall be Events of Default under this Agreement, subject to any cure or grace periods contained in the Loan Documents:

(a) failure to pay any principal or interest on the Loan when due;

(b) any material representation or warranty made by Borrower herein or in any document, instrument, or certificate given in connection with this Agreement, the Note, or the Mortgage (the "Loan Documents") which is materially false when made;

(c) Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within thirty (30) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within thirty (30) days of the appointment;

(d) a garnishment summons or writ of attachment is issued against or served upon Lender for the attachment of any property of Borrower in Lender's possession or any indebtedness owing to Borrower, unless appropriate papers are filed by Borrower contesting

the same within thirty (30) days after the date of such service or such shorter period of time as may be reasonable in the circumstances;

(e) Borrower breaches or fails to perform any other term or condition of this Agreement not specifically described as an Event of Default in this Agreement and such breach or failure continues for a period of thirty (30) days after Lender has given written notice to Borrower specifying such default or breach, unless Lender agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder);

(f) Borrower fails to perform any requirement under the Grant Agreement; or

(g) any breach by Borrower of any other agreement between Borrower and Lender and/or the City of Roseville.

Notwithstanding anything to the contrary in the Loan Documents, the limited partner of the Borrower (“Investor”) shall have the right, but not the obligation, to cure any default of Borrower, and Lender agrees to accept cures tendered by Investor as follows: (i) with respect to any monetary default, Lender shall notify Investor in writing of such monetary default, and Investor shall have ten (10) days after the receipt of such notice of such monetary default to cure such monetary default; and (ii) with respect to any non-monetary default, Lender shall notify Investor in writing of such non-monetary default, and Investor shall have thirty (30) days after the receipt of such notice of such non-monetary default to cure such non-monetary default; provided, however, that if such non-monetary default cannot be cured within such thirty- (30-) day cure period, then Lender shall permit additional time to cure such non-monetary default as long as Investor is diligently pursuing such cure.

Notwithstanding anything to the contrary contained in the Loan Documents, the following transfers of interests in Borrower (or in the interests of the members of Borrower) shall be expressly permitted under the Loan Documents, and shall not be deemed an Event of Default or trigger any due on sale or other similar provisions in the Loan Documents: (a) the sale, transfer, conveyance or pledge of the Investor’s or of any limited partner of the Borrower’s (“Special Limited Partner”) interest in Borrower; (b) the sale, transfer, conveyance or pledge of any interests within the Investor or Special Limited Partner; (c) the removal of the general partner of Borrower for cause under the terms of the Borrower’s then current partnership agreement and the admission of a new or additional substitute general partner; and (d) any amendment to the operating agreement evidencing the transfers described above.

7. Lender's Remedies upon Borrower's Default. Upon an Event of Default by

Borrower and after provision by Lender of written notice, and subject to any cure or grace periods contained in the Loan Documents, Lender shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

- (a) declare the principal amount of the Loan and any accrued interest thereon to be immediately due and payable upon providing written notice to Borrower;
- (b) suspend its performance under this Loan Agreement;
- (c) take any action provided for at law to enforce compliance by Borrower with the terms of this Agreement and the Note;
- (d) exercise its rights under the Mortgage.

In addition to any other amounts due on the Loan, and without waiving any other right of Lender under any this Agreement or any other instrument securing the Loan applicable documents, Borrower shall pay to Lender a late fee of \$250 for any payment not received in full by Lender within 30 calendar days of the date on which it is due. Furthermore, interest will continue to accrue on any amount due until the date on which it is paid to Lender, and all such interest will be due and payable at the same time as the amount on which it has accrued.

8. Lender's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Lender, Borrower shall pay or reimburse Lender for all expenses, including all reasonable attorneys' fees and expenses incurred by Lender in connection with the enforcement of this Agreement and the Note, or in connection with the protection or enforcement of the interests and collateral security of Lender in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

9. Indemnification.

(a) Except for any claims, lawsuits, or damages arising or related to the gross negligence or willful misconduct of the Lender, Borrower shall and does hereby agree to indemnify against and to hold Lender, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) Should Lender, or its officers, agents, or employees incur any such liability or be required to defend against any claims or demands pursuant to this Section, or should a judgment be entered against Lender, the amount thereof, including costs, expenses, and attorneys' fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and Borrower shall reimburse Lender for the same immediately upon demand, and upon the failure of Borrower to do so, Lender may declare the Loan immediately due and payable.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to Lender. Borrower waives notice of the acceptance of this Agreement by Lender.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which Borrower is entitled under law.

10. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by Borrower and Lender. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. All rights and powers specifically conferred upon Lender may be transferred or delegated by Lender to any of its successors and assigns. Borrower's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by Lender, except as provided in Section 6 hereof.

(c) Governing Law. This Agreement is made and shall be governed in all respects by the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To Lender:                      Roseville Economic Development Authority  
   2660 Civic Center Drive  
   Roseville, MN 55113  
   Attn: Executive Director

To Redeveloper: Roseville Leased Housing Associates II, LLLP  
Attn: Ryan J. Lunderby  
2905 Northwest Boulevard, Suite 150  
Plymouth, Minnesota, 55441

With a copy to: Winthrop & Weinstine, P.A.  
Attn: Scott Jahnke  
225 South Sixth Street, Suite 3500  
Minneapolis, Minnesota 55402

With a copy to: Polaris Capital Investments, LLC  
2905 Northwest Boulevard, Suite 150  
Plymouth, Minnesota 55441  
Attention: Chief Financial Officer

With a copy to: Winthrop & Weinstine, P.A.  
Attn: Todd Urness  
225 South Sixth Street, Suite 3500  
Minneapolis, Minnesota 55402

(f) Termination. Subject to extensions agreed to by the Lender and Borrower and approved by the Council, if the Loan is not disbursed pursuant to this Agreement and the Grant Agreement by June 30, 2024, this Agreement shall terminate and neither party shall have any further obligation to the other, except that if the Loan is not disbursed because Borrower has failed to use its best efforts to comply with the conditions set forth in Section 3 of this Agreement then Borrower shall pay to Lender all reasonable attorneys' fees, costs, and expenses incurred by Lender in connection with this Agreement and the Note.

(g) Entire Agreement. This Agreement, together with the Exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Loan.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(i) Land Use Restriction. Notwithstanding any provision to the contrary in the Loan Documents, Lender acknowledges and agrees that (a) the Property is or will be subject to a Land Use Restriction Agreement (as defined below); (b) the recordation of the Land Use Restriction Agreement against the Property is permitted under the terms of the Loan Documents; and (c) the lien of any Loan Documents, and the terms and provision thereof, shall be subordinate to the Land Use Restriction Agreement, regardless of the order of recording of either document. "Land Use Restriction Agreement" means the extended low-income housing commitment, regulatory agreement or restrictive covenants executed or to be executed by Borrower, as may be amended,

setting forth certain terms and conditions under which the Property is to be operated and which shall meet the requirements of Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Executive Director

[SIGNATURE PAGE TO LOAN AGREEMENT – ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY]

ROSEVILLE LEASED HOUSING ASSOCIATES  
II, LLLP, a Minnesota limited liability limited  
partnership

By Roseville Leased Housing Associates II, LLC  
Its General Partner

By: \_\_\_\_\_  
Ryan J. Lunderby  
Title: Vice President

[SIGNATURE PAGE TO LOAN AGREEMENT – ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP]



**EXHIBIT A**  
**PROPERTY**

Lot 2, Block 1, Twin Lakes 3<sup>rd</sup> Addition

Ramsey County, Minnesota  
Abstract Property

**EXHIBIT B**

**PROMISSORY NOTE**

\$213,700  
PROMISSORY NOTE  
given by

**ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP,  
a Minnesota limited liability limited partnership to**

**ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY  
a public body corporate and politic  
and political subdivision of the State of Minnesota**

Dated: [REDACTED], 2022 At: Roseville, Minnesota

**FOR VALUE RECEIVED**, the undersigned, **ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP**, a Minnesota limited liability limited partnership (the “Borrower”), hereby promises to pay to the order of **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and political subdivision of the State of Minnesota (“Holder”) at the offices of the Holder or such other place as the Holder may, from time to time, designate in writing, the principal sum of Two Hundred Thirteen Thousand Seven Hundred and No/100 Dollars (\$213,700.00), or so much thereof as may be advanced to Borrower (the “Loan”). This Note shall not bear interest. The entire principal balance of this Note is due and payable on [REDACTED], 2061.

This Note is secured by, among other things, a Loan Agreement between Holder and Borrower dated as of the date hereof (the “Loan Agreement”) and a Mortgage dated the date hereof from Borrower, as Borrower, to the Holder, as Holder (the “Mortgage”), on property owned by Borrower (the “Project”). This Note is issued pursuant to that certain TBRA Grant Agreement between the Metropolitan Council and Holder and defined in the Loan Agreement and Mortgage. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and Mortgage are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. Time is of the essence hereof. In the event of any default in the payment of any principal or other indebtedness due hereunder, or if the Borrower defaults on any of its other obligations under this Note, the Loan Agreement, or the Mortgage, the Holder may, at its right and option, declare immediately due and payable the principal balance of this Note, together with any attorneys’ fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Note, including any Mortgage. The Holder may extend the time of payment of principal of this Note without notice to or consent of any party liable hereon and without releasing such party.

The Borrower hereby waives demand, presentment, notice of nonpayment, protest, notice

of protest, notice of dishonor and diligence in collection and agree that without any notice the Holder hereof may take and/or release additional security herefor or the Holder hereof may, from time to time, release any part or parts of security interests from Borrower in favor of Holder with or without consideration and that in any such case the Borrower and any guarantor, surety or endorser shall remain liable to pay the unpaid balance of the indebtedness evidenced hereby as so additionally secured, extended, renewed or modified and notwithstanding any such release.

The remedies of the Holder, as provided herein and in any document securing this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall occur. The Holder may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Holder shall be deemed a waiver of any of the Holder's rights or remedies unless the Holder specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

In the event of any default hereunder the Borrower agrees to pay the costs of collection including reasonable attorneys' fees.

This Note may be prepaid in whole or in part without penalty.

The obligations of the Borrower hereunder are unconditional except as otherwise stated herein, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Holder or any governmental body or other person.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Promissory Note ("Promissory Note") of even date herewith in the original aggregate principal amount stated therein issued by Borrower, and payable to the City of Roseville, Minnesota ("Governmental Lender"), and assigned by the Governmental Lender to U.S. Bank National Association, a national banking association, its successors and assigns ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement ("Subordination Agreement") of even date herewith between the payee of this Note, the Senior Lender, and the Holder. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Lender mortgage securing the Promissory Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Holder under the Subordination Agreement.

The Loan is a non-recourse obligation of the Borrower. Neither the Borrower nor any of its partners or officers, nor any other party, shall have any personal liability for repayment of the

Loan. The sole recourse of Holder for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

This Note may not be sold, transferred, assigned or pledged without the prior written approval of the Senior Lender and of the Investor or Special Limited Partner (as such terms are defined in the Loan Agreement) of the Borrower.

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

If any of the terms of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each of the terms of this Note shall be valid and enforceable to the fullest extent permitted by law.

**IT IS HEREBY CERTIFIED AND RECITED** that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed by its authorized representative, all on the date and year first above written.

BORROWER:

ROSEVILLE LEASED HOUSING ASSOCIATES II,  
LLLP

By Roseville Leased Housing Associates II, LLC  
Its General Partner

By: \_\_\_\_\_  
Ryan J. Lunderby  
Its Vice President

**EXHIBIT C**

**MORTGAGE**

**MORTGAGE  
(\\$213,700 TBRA Loan)**

**THIS MORTGAGE IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINN STAT SECTION 287.04 (f) BECAUSE THIS MORTGAGE WAS MADE UNDER THE MORTGAGEE’S LOW AND MODERATE INCOME OR OTHER AFFORDABLE HOUSING PROGRAM THAT PROVIDES FOR LOANS THAT MEET THE INCOME LIMITS AND SALES PRICE LIMITS AS DETERMINED UNDER FEDERAL AND STATE LAW.**

**THIS MORTGAGE** is made this [ ] day of [ ], 2022 by and between **ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP**, a Minnesota limited liability limited partnership (the “Mortgagor”) in favor of **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and political subdivision of the state of Minnesota (the “Mortgagee”).

**WHEREAS**, pursuant to that Loan Agreement between the Mortgagor and Mortgagee dated as of November \_\_, 2022 (the “Loan Agreement”), Mortgagor executed that certain Promissory Note of even date herewith (the “Note”) in the amount of Two Hundred Thirteen Thousand Seven Hundred Dollars (\$213,700) evidencing the loan described in the Loan Agreement (the “Loan”); and

**WHEREAS**, pursuant to the Loan Agreement and the Note, the entire indebtedness of Mortgagor to Mortgagee of the Loan is due and payable in full on [ ], 2061; and

**WHEREAS**, this Mortgage is given to secure repayment of all amounts due by Mortgagor to Mortgagee under the Loan Agreement and the Note, as well as other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee the following real property in Ramsey County, Minnesota (the “Premises”) legally described on Exhibit A attached hereto and incorporated herein to have and to hold the same, together with all the hereditaments and appurtenances thereto belonging or in anywhere appertaining, forever.

**PROVIDED NEVERTHELESS** that if Mortgagor, or Mortgagor’s successors or permitted assigns, shall (i) pay, or cause to be paid, to Mortgagee the principal amount of the Loan heretofore and hereafter advanced by Mortgagee to Mortgagor under the Note; (ii) pay all taxes and special assessments that are now or may be hereafter levied and assessed on and against the Premises as they shall be due and before they become delinquent; (iii) keep the improvements on the Premises continuously insured as hereinafter provided; (iv) pay the principal and interest installments on any prior mortgage or mortgages as the same or any part thereof become due; and

(v) keep and perform each and every covenant herein, then this Mortgage shall be null and void; otherwise it shall be and remain in full force and effect.

**MORTGAGOR WARRANTS AND COVENANTS** to and with Mortgagee as follows:

1. Mortgagor is lawfully seized of a fee simple interest in the Premises and has good right to sell and convey the same. The Premises are free from all liens and encumbrances, except any prior mortgage or mortgages of record and other matters listed in the Mortgagor's title policy. Mortgagor shall warrant and defend the title of the Premises against all lawful claims except such prior mortgage or mortgages of record. The foregoing covenants and warranties shall survive foreclosure of this Mortgage and shall run with the land.
2. Mortgagor shall pay the principal and interest (if any) as the same become due on any prior mortgage or mortgages on the Premises.
3. Mortgagor shall procure at Mortgagor's own expense fire and extended coverage insurance on the improvements on the Premises, payable in case of loss to Mortgagee, its successors and assigns, as its interest may appear, such insurance to be written by a reliable insurance company approved by Mortgagee in an amount at least equal to the full insurable value of such improvements.
4. Mortgagor shall pay all taxes and special assessments now and hereafter levied and assessed on the Premises before the same become delinquent, provided, however, that Mortgagor is permitted to contest the same in good faith.
5. Mortgagor shall keep the Premises in good repair, shall not remove the improvements from the Premises, unless promptly replaced with substantially similar improvements, and shall not commit waste or permit impairment or deterioration of the Premises.
6. Mortgagor shall comply with and perform all of the Mortgagor's obligations under the Loan Agreement, this Mortgage and the Note.
7. In the case of failure of Mortgagor to pay such taxes or special assessments or to keep said improvements insured as provided herein, or to pay the principal or interest (if any) on the prior mortgage or mortgages on the Premises, Mortgagee may at its option, after ten (10) days' written notice to Mortgagor, pay and discharge such taxes and assessments, effect such insurance on said improvements and pay the premiums thereon and pay the principal and interest (if any) that become due and remain unpaid on the prior mortgage or mortgages on the Premises, and the sum or sums that may be so paid by Mortgagee shall bear interest from the time of such payment at the rate of 8% per annum or the highest rate allowed by law, whichever is lower, and shall be deemed and is hereby declared to be an additional lien upon the Premises in the amount that shall be so paid, with interest thereon, as aforesaid, and shall be added to and be collectable as part of and in the same manner as the original debt which this Mortgage is given to secure.
8. Reserved.

9. The following shall be Events of Default by Mortgagor; provided, however, that Mortgagee shall have given the Mortgagor notice of such Event of Default hereunder and at least thirty (30) days within which to cure such Event of Default, and that if such Event of Default cannot reasonably be cured within such thirty (30) days, Mortgagor shall have such additional time as may be reasonably necessary if Mortgagor commences to cure such Event of Default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion:

- a) The failure to pay the indebtedness hereby secured, as it becomes due;
- b) The failure to pay, when due, the taxes or special assessments on the Premises;
- c) The failure to keep the improvements on the Premises insured as herein provided;
- d) The failure to keep and perform any of the covenants and agreements herein contained to be kept and performed by Mortgagor;
- e) Except as otherwise permitted in the Loan Agreement, the sale, assignment, conveyance or other transfer (whether by deed, contract for deed, lease or otherwise) of the Premises, except for leases for one year or less, not approved in advance by Mortgagee; or
- f) The failure to comply with and perform all of the requirements of the TBRA Grant Agreement (as defined below) related to the Premises, which failure results in the Mortgagee being obligated to indemnify or repay all or any portion of the TBRA grant funds to the Metropolitan Council.

Upon the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Mortgagee to declare the entire indebtedness hereby secured to be immediately due and payable, at Mortgagee's option, and to enforce the payment thereof and to foreclose this Mortgage by judicial proceedings or by sale of the Premises at public auction and convey the same to the purchaser in fee simple, pursuant to the statutes of the State of Minnesota, and out of the monies arising from said sale to retain (i) the principal which shall then be due on the indebtedness secured hereby, and interest, if any, accrued thereon, (ii) an amount equal to all taxes and special assessments paid by Mortgagee upon the Premises, or then levied and unpaid, (iii) any sum paid by Mortgagee for principal or interest on any prior mortgage or mortgages on the Premises, (iv) an amount equal to any insurance premiums paid by Mortgagee upon the Premises, (v) any other amounts payable by the Mortgagee to the Metropolitan Council as a result of the failure of the Mortgagor to comply with and perform all of the requirements of the TBRA Grant Agreement related to the Premises, and (vi) costs and disbursements of such foreclosure, including statutory attorney's fees; and to pay the surplus, if any, to Mortgagor. In the event of any default hereunder the Mortgagor agrees to pay the costs of collection including reasonable attorneys' fees.



10. So long as this Mortgage and the Note evidencing the indebtedness secured hereby are held by Mortgagee, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Premises on the basis of race, color, religion, or sex.

11. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singularly or serially (in any order) or concurrently, and as often as the occasion therefore arises.

12. Mortgagee may at any time and from time to time, without notice, release any person liable for the payment of any indebtedness under the Note, extend the time or agree to alter the terms of payment of any indebtedness, release any property securing any indebtedness, consent to the creation of any easement on the Premises, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the liability of any person (other than the person so released, if any) or the validity or priority of this Mortgage (except as it covers property so released, if any).

13. The covenants and agreements contained in this Mortgage shall bind, and the rights conferred hereby shall inure to, the respective, legal representatives, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of Mortgagor shall be joint and several.

14. Mortgagee shall furnish to Mortgagor a conformed and fully completed copy of the Note and this Mortgage at the time that this Mortgage is executed or at a reasonable time after this Mortgage is recorded.

15. The Mortgagee, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of any of the senior lenders or the Minnesota Housing Finance Agency, or its successors and assigns (“MHFA”) if there is a mortgage held by MHFA on the Project

16. The Loan is a non-recourse obligation of the Mortgagor. Neither Mortgagor nor any of its members or officers, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Mortgagee for repayment of the Loan shall be the exercise of its rights against the Premises and related security thereunder.

17. Except for willful misrepresentation, misconduct or negligence of the Indemnified Parties (as hereafter defined), and except for any breach by any of the Indemnified Parties of their obligations under the Loan Agreement, this Mortgage or the Note, the Mortgagor agrees to protect and defend the Mortgagee and the governing body members, officers, agents, servants and employees thereof (the “Indemnified Parties”), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the Loan

Agreement, this Mortgage, the Note, or the transactions contemplated hereby or the acquisition, construction, improvement, ownership, and operation of the Premises.

18. Mortgagee has been awarded a \$213,700 TBRA grant from the Metropolitan Council pursuant to the Metropolitan Livable Communities Act Grant Agreement approved by the Council on July 14, 2022, committing grant funds from the Council's Tax Base Revitalization Account to the Mortgagee (the "TBRA Grant Agreement"), and has agreed to loan such funds to finance certain costs of the Mortgagor's development of the Premises. Mortgagee is loaning the funds to Mortgagor pursuant to the Loan Agreement, this Mortgage and the Note subject to the following conditions:

(a) Loan funds can be used to finance only the costs of asbestos abatement, soil and vapor sampling, soil remediation and soil vapor mitigation, and related environmental oversight on the Premises, as more fully described in the TBRA Grant Agreement, and

(b) Loan funds may only be drawn down upon the Mortgagee's receipt of documentation demonstrating that the work for which the funds are being requested has been completed.

The Mortgagor shall comply with the foregoing and all other requirements of the TBRA Grant Agreement related to the Premises and if it fails to do so and the Mortgagee is obligated to repay all or any portion of the TBRA grant funds to the Metropolitan Council, the Mortgagor shall be liable to and shall pay to the Mortgagee the amount required to be repaid. The Mortgagor shall provide the Mortgagee all reports, certificates, information and documents which are necessary for the Mortgagee to comply with its obligations under the TBRA Grant Agreement.

19. Mortgagor will permit Mortgagee and its agents to enter and to authorize others to enter upon any or all of the Premises, or inspect Mortgagor's records regarding the Premises at reasonable times, to perform or observe any covenants, conditions, or terms which Mortgagor shall fail to perform, meet or comply with and which Mortgagee is authorized to perform under the terms of this Mortgage, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under Mortgagor.

20. Mortgagee acknowledges that Mortgagor has entered into and delivered or intends to enter into and deliver concurrently with the execution and delivery of this Mortgage, a first lien Mortgage, Security Agreement and Fixture Financing Statement ("Senior Mortgage") in favor of the City of Roseville, Minnesota (the "Governmental Lender"), assigned by the Governmental Lender to U.S. Bank National Association, a national banking association, its successors and assigns ("Senior Lender") securing indebtedness evidenced by that certain Promissory Note ("Senior Note") payable to Governmental Lender and assigned by Governmental Lender to Senior Lender. Mortgagee agrees to subordinate the lien of this Mortgage to the Senior Mortgage and Senior Mortgage loan documents, and that this Mortgage is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage as more fully set forth in that certain Subordination Agreement – Regulatory Agreement Only of even date herewith between the Mortgagor,

Senior Lender, and the Mortgagee.

(Execution page follows.)

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

**MORTGAGOR**

ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP, a Minnesota limited liability limited partnership

By: Roseville Leased Housing Associates II, LLC, a Minnesota limited liability company, its General Partner

By: \_\_\_\_\_  
Ryan Lunderby, its Vice President

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Ryan Lunderby, the Vice President of Roseville Leased Housing II, LLC, a Minnesota limited liability company, as General Partner of Roseville Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership, on behalf of the company.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
Phone: (612) 337-9300

**EXHIBIT A TO MORTGAGE**

**LEGAL DESCRIPTION**

Lot 2, Block 1, Twin Lakes 3<sup>rd</sup> Addition.

Ramsey County, Minnesota  
Abstract Property

21852916v2

**MORTGAGE**  
**(\$213,700 TBRA Loan)**

**THIS MORTGAGE IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINN STAT SECTION 287.04 (f) BECAUSE THIS MORTGAGE WAS MADE UNDER THE MORTGAGEE’S LOW AND MODERATE INCOME OR OTHER AFFORDABLE HOUSING PROGRAM THAT PROVIDES FOR LOANS THAT MEET THE INCOME LIMITS AND SALES PRICE LIMITS AS DETERMINED UNDER FEDERAL AND STATE LAW.**

**THIS MORTGAGE** is made this 7th day of November, 2022 by and between **ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP**, a Minnesota limited liability limited partnership (the “Mortgagor”) in favor of **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and political subdivision of the state of Minnesota (the “Mortgagee”).

**WHEREAS**, pursuant to that Loan Agreement between the Mortgagor and Mortgagee dated as of November 7, 2022 (the “Loan Agreement”), Mortgagor executed that certain Promissory Note of even date herewith (the “Note”) in the amount of Two Hundred Thirteen Thousand Seven Hundred and no/100 Dollars (\$213,700.00) evidencing the loan described in the Loan Agreement (the “Loan”); and

**WHEREAS**, pursuant to the Loan Agreement and the Note, the entire indebtedness of Mortgagor to Mortgagee of the Loan is due and payable in full on November 1, 2062; and

**WHEREAS**, this Mortgage is given to secure repayment of all amounts due by Mortgagor to Mortgagee under the Loan Agreement and the Note, as well as other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee the following real property in Ramsey County, Minnesota (the “Premises”) legally described on Exhibit A attached hereto and incorporated herein to have and to hold the same, together with all the hereditaments and appurtenances thereto belonging or in anywhere appertaining, forever.

**PROVIDED NEVERTHELESS** that if Mortgagor, or Mortgagor’s successors or permitted assigns, shall (i) pay, or cause to be paid, to Mortgagee the principal amount of the Loan heretofore and hereafter advanced by Mortgagee to Mortgagor under the Note; (ii) pay all taxes and special assessments that are now or may be hereafter levied and assessed on and against the Premises as they shall be due and before they become delinquent; (iii) keep the improvements on the Premises continuously insured as hereinafter provided; (iv) pay the principal and interest

installments on any prior mortgage or mortgages as the same or any part thereof become due; and (v) keep and perform each and every covenant herein, then this Mortgage shall be null and void; otherwise it shall be and remain in full force and effect.

**MORTGAGOR WARRANTS AND COVENANTS** to and with Mortgagee as follows:

1. Mortgagor is lawfully seized of a fee simple interest in the Premises and has good right to sell and convey the same. The Premises are free from all liens and encumbrances, except any prior mortgage or mortgages of record and other matters listed in the Mortgagor's title policy. Mortgagor shall warrant and defend the title of the Premises against all lawful claims except such prior mortgage or mortgages of record. The foregoing covenants and warranties shall survive foreclosure of this Mortgage and shall run with the land.
2. Mortgagor shall pay the principal and interest (if any) as the same become due on any prior mortgage or mortgages on the Premises.
3. Mortgagor shall procure at Mortgagor's own expense fire and extended coverage insurance on the improvements on the Premises, payable in case of loss to Mortgagee, its successors and assigns, as its interest may appear, such insurance to be written by a reliable insurance company approved by Mortgagee in an amount at least equal to the full insurable value of such improvements.
4. Mortgagor shall pay all taxes and special assessments now and hereafter levied and assessed on the Premises before the same become delinquent, provided, however, that Mortgagor is permitted to contest the same in good faith.
5. Mortgagor shall keep the Premises in good repair, shall not remove the improvements from the Premises, unless promptly replaced with substantially similar improvements, and shall not commit waste or permit impairment or deterioration of the Premises.
6. Mortgagor shall comply with and perform all of the Mortgagor's obligations under the Loan Agreement, this Mortgage and the Note.
7. In the case of failure of Mortgagor to pay such taxes or special assessments or to keep said improvements insured as provided herein, or to pay the principal or interest (if any) on the prior mortgage or mortgages on the Premises, Mortgagee may at its option, after ten (10) days' written notice to Mortgagor, pay and discharge such taxes and assessments, effect such insurance on said improvements and pay the premiums thereon and pay the principal and interest (if any) that become due and remain unpaid on the prior mortgage or mortgages on the Premises, and the sum or sums that may be so paid by Mortgagee shall bear interest from the time of such payment at the rate of 8% per annum or the highest rate allowed by law, whichever is lower, and shall be deemed and is hereby declared to be an additional lien upon the Premises in the amount that shall be so paid, with interest thereon, as aforesaid, and shall be added to and be collectable as part of and in the same manner as the original debt which this Mortgage is given to secure.

8. Reserved.

9. The following shall be Events of Default by Mortgagor; provided, however, that Mortgagee shall have given the Mortgagor notice of such Event of Default hereunder and at least thirty (30) days within which to cure such Event of Default, and that if such Event of Default cannot reasonably be cured within such thirty (30) days, Mortgagor shall have such additional time as may be reasonably necessary if Mortgagor commences to cure such Event of Default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion:

- a) The failure to pay the indebtedness hereby secured, as it becomes due;
- b) The failure to pay, when due, the taxes or special assessments on the Premises;
- c) The failure to keep the improvements on the Premises insured as herein provided;
- d) The failure to keep and perform any of the covenants and agreements herein contained to be kept and performed by Mortgagor;
- e) Except as otherwise permitted in the Loan Agreement, the sale, assignment, conveyance or other transfer (whether by deed, contract for deed, lease or otherwise) of the Premises, except for leases for one year or less, not approved in advance by Mortgagee; or
- f) The failure to comply with and perform all of the requirements of the TBRA Grant Agreement (as defined below) related to the Premises, which failure results in the Mortgagee being obligated to indemnify or repay all or any portion of the TBRA grant funds to the Metropolitan Council.

Upon the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Mortgagee to declare the entire indebtedness hereby secured to be immediately due and payable, at Mortgagee's option, and to enforce the payment thereof and to foreclose this Mortgage by judicial proceedings or by sale of the Premises at public auction and convey the same to the purchaser in fee simple, pursuant to the statutes of the State of Minnesota, and out of the monies arising from said sale to retain (i) the principal which shall then be due on the indebtedness secured hereby, and interest, if any, accrued thereon, (ii) an amount equal to all taxes and special assessments paid by Mortgagee upon the Premises, or then levied and unpaid, (iii) any sum paid by Mortgagee for principal or interest on any prior mortgage or mortgages on the Premises, (iv) an amount equal to any insurance premiums paid by Mortgagee upon the Premises, (v) any other amounts payable by the Mortgagee to the Metropolitan Council as a result of the failure of the Mortgagor to comply with and perform all of the requirements of the TBRA Grant Agreement related to the Premises, and (vi) costs and disbursements of such foreclosure, including statutory attorney's fees; and to pay the surplus, if any, to Mortgagor. In the event of any default hereunder the Mortgagor agrees to pay the costs of collection including reasonable attorneys' fees.



10. So long as this Mortgage and the Note evidencing the indebtedness secured hereby are held by Mortgagee, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Premises on the basis of race, color, religion, or sex.

11. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singularly or serially (in any order) or concurrently, and as often as the occasion therefore arises.

12. Mortgagee may at any time and from time to time, without notice, release any person liable for the payment of any indebtedness under the Note, extend the time or agree to alter the terms of payment of any indebtedness, release any property securing any indebtedness, consent to the creation of any easement on the Premises, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the liability of any person (other than the person so released, if any) or the validity or priority of this Mortgage (except as it covers property so released, if any).

13. The covenants and agreements contained in this Mortgage shall bind, and the rights conferred hereby shall inure to, the respective, legal representatives, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of Mortgagor shall be joint and several.

14. Mortgagee shall furnish to Mortgagor a conformed and fully completed copy of the Note and this Mortgage at the time that this Mortgage is executed or at a reasonable time after this Mortgage is recorded.

15. The Mortgagee, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of any of the senior lenders or the Minnesota Housing Finance Agency, or its successors and assigns ("MHFA") if there is a mortgage held by MHFA on the Project

16. The Loan is a non-recourse obligation of the Mortgagor. Neither Mortgagor nor any of its members or officers, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Mortgagee for repayment of the Loan shall be the exercise of its rights against the Premises and related security thereunder.

17. Except for willful misrepresentation, misconduct or negligence of the Indemnified Parties (as hereafter defined), and except for any breach by any of the Indemnified Parties of their obligations under the Loan Agreement, this Mortgage or the Note, the Mortgagor agrees to protect and defend the Mortgagee and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties"), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from

the Loan Agreement, this Mortgage, the Note, or the transactions contemplated hereby or the acquisition, construction, improvement, ownership, and operation of the Premises.

18. Mortgagee has been awarded a \$213,700 TBRA grant from the Metropolitan Council pursuant to the Metropolitan Livable Communities Act Grant Agreement approved by the Council on July 14, 2021, committing grant funds from the Council's Tax Base Revitalization Account to the Mortgagee (the "TBRA Grant Agreement"), and has agreed to loan such funds to finance certain costs of the Mortgagor's development of the Premises. Mortgagee is loaning the funds to Mortgagor pursuant to the Loan Agreement, this Mortgage and the Note subject to the following conditions:

(a) Loan funds can be used to finance only the costs of asbestos abatement, soil and vapor sampling, soil remediation and soil vapor mitigation, and related environmental oversight on the Premises, as more fully described in the TBRA Grant Agreement, and

(b) Loan funds may only be drawn down upon the Mortgagee's receipt of documentation demonstrating that the work for which the funds are being requested has been completed.

The Mortgagor shall comply with the foregoing and all other requirements of the TBRA Grant Agreement related to the Premises and if it fails to do so and the Mortgagee is obligated to repay all or any portion of the TBRA grant funds to the Metropolitan Council, the Mortgagor shall be liable to and shall pay to the Mortgagee the amount required to be repaid. The Mortgagor shall provide the Mortgagee all reports, certificates, information and documents which are necessary for the Mortgagee to comply with its obligations under the TBRA Grant Agreement.

19. Mortgagor will permit Mortgagee and its agents to enter and to authorize others to enter upon any or all of the Premises, or inspect Mortgagor's records regarding the Premises at reasonable times, to perform or observe any covenants, conditions, or terms which Mortgagor shall fail to perform, meet or comply with and which Mortgagee is authorized to perform under the terms of this Mortgage, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under Mortgagor.

20. Mortgagee acknowledges that Mortgagor has entered into and delivered or intends to enter into and deliver concurrently with the execution and delivery of this Mortgage, a first lien Mortgage, Security Agreement and Fixture Financing Statement ("Senior Mortgage") in favor of the City of Roseville, Minnesota (the "Governmental Lender"), assigned by the Governmental Lender to U.S. Bank National Association, a national banking association, its successors and assigns ("Senior Lender") securing indebtedness evidenced by that certain Promissory Note ("Senior Note") payable to Governmental Lender and assigned by Governmental Lender to Senior Lender. Mortgagee agrees to subordinate the lien of this Mortgage to the Senior Mortgage and Senior Mortgage loan documents, and that this Mortgage is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage as more fully set forth in that certain Subordination Agreement – Regulatory Agreement Only of even date herewith between the Mortgagor,

Senior Lender, and the Mortgagee.

(Execution page follows.)



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, Block 1, Twin Lakes 3<sup>rd</sup> Addition

Ramsey County, Minnesota  
Abstract Property

\$213,700  
PROMISSORY NOTE  
given by

**ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP,  
a Minnesota limited liability limited partnership to**

**ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY  
a public body corporate and politic  
and political subdivision of the State of Minnesota**

Dated: November 7, 2022

At: Roseville, Minnesota

**FOR VALUE RECEIVED**, the undersigned, **ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP**, a Minnesota limited liability limited partnership (the “Borrower”), hereby promises to pay to the order of **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and political subdivision of the State of Minnesota (“Holder”) at the offices of the Holder or such other place as the Holder may, from time to time, designate in writing, the principal sum of Two Hundred Thirteen Thousand Seven Hundred and no/100 Dollars (\$213,700.00), or so much thereof as may be advanced to Borrower (the “Loan”). This Note shall not bear interest. The entire principal balance of this Note is due and payable on November 1, 2062.

This Note is secured by, among other things, a Loan Agreement between Holder and Borrower dated as of the date hereof (the “Loan Agreement”) and a Mortgage dated the date hereof from Borrower, as Borrower, to the Holder, as Holder (the “Mortgage”), on property owned by Borrower (the “Project”). This Note is issued pursuant to that certain TBRA Grant Agreement between the Metropolitan Council and Holder and defined in the Loan Agreement and Mortgage. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and Mortgage are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. Time is of the essence hereof. In the event of any default in the payment of any principal or other indebtedness due hereunder, or if the Borrower defaults on any of its other obligations under this Note, the Loan Agreement, or the Mortgage, the Holder may, at its right and option, declare immediately due and payable the principal balance of this Note, together with any attorneys’ fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Note, including any Mortgage. The Holder may extend the time of payment of principal of this Note without notice to or consent of any party liable hereon and without releasing such party.

The Borrower hereby waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and diligence in collection and agree that without any notice the Holder hereof may take and/or release additional security herefor or the Holder hereof may, from time to time, release any part or parts of security interests from Borrower in favor of Holder with or without consideration and that in any such case the Borrower and any guarantor, surety or endorser shall remain liable to pay the unpaid balance of the indebtedness evidenced hereby as so

additionally secured, extended, renewed or modified and notwithstanding any such release.

The remedies of the Holder, as provided herein and in any document securing this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall occur. The Holder may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Holder shall be deemed a waiver of any of the Holder's rights or remedies unless the Holder specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

In the event of any default hereunder the Borrower agrees to pay the costs of collection including reasonable attorneys' fees.

This Note may be prepaid in whole or in part without penalty.

The obligations of the Borrower hereunder are unconditional except as otherwise stated herein, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Holder or any governmental body or other person.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Promissory Note ("Promissory Note") of even date herewith in the original aggregate principal amount stated therein issued by Borrower, and payable to the City of Roseville, Minnesota ("Governmental Lender"), and assigned by the Governmental Lender to U.S. Bank National Association, a national banking association, its successors and assigns ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement ("Subordination Agreement") of even date herewith between the payee of this Note, the Senior Lender, and the Holder. The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Lender mortgage securing the Promissory Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Holder under the Subordination Agreement.

The Loan is a non-recourse obligation of the Borrower. Neither the Borrower nor any of its partners or officers, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Holder for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

This Note may not be sold, transferred, assigned or pledged without the prior written approval of the Senior Lender and of the Investor or Special Limited Partner (as such terms are

defined in the Loan Agreement) of the Borrower.

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

If any of the terms of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each of the terms of this Note shall be valid and enforceable to the fullest extent permitted by law.

**IT IS HEREBY CERTIFIED AND RECITED** that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed by its authorized representative, all on the date and year first above written.

**BORROWER:**

**ROSEVILLE LEASED HOUSING ASSOCIATES II,  
LLLP**

**By Roseville Leased Housing Associates II, LLC  
Its General Partner**

**By:** \_\_\_\_\_

**Ryan J. Lunderby  
Its Vice President**

21852917v2

PREPARED BY AND WHEN  
RECORDED RETURN TO:

Ann J. McGill  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, Nebraska 68102

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(Space above reserved for recorder's use.)

Freddie Mac Loan Number: 506979857  
Property Name: Harbor at Twin Lakes Apartments

**SUBORDINATION AGREEMENT  
GOVERNMENTAL ENTITY – TEL (Forward)**

**(Revised 9-30-2019)**

**TBRA LOAN**

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into this 1st day of [\_\_\_], 2022, by and between **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as fiscal agent (“**Tax-Exempt Lender**”), **THE HUNTINGTON NATIONAL BANK**, in its capacity as administrative agent (“**Taxable Lender**”), and **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and political subdivision of the state of Minnesota (“**Subordinate Lender**”).

**RECITALS**

- A. Roseville Leased Housing Associates II, LLLP, a limited liability limited partnership organized under the laws of the State of Minnesota (“**Borrower**”) is the owner of certain land located in Ramsey County, Minnesota, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. The City of Roseville, Minnesota (“**Governmental Lender**”), the original holder of the Tax-Exempt Note (defined below), has made a loan to Borrower in the original principal amount of \$35,000,000 (“**Tax-Exempt Loan**”) upon the terms and conditions of a Project

Loan Agreement dated as of July 1, 2021 (“**Project Loan Agreement**”) among Governmental Lender, Tax-Exempt Lender (in its capacity as Fiscal Agent under the Funding Loan Agreement (defined below)) and Borrower in connection with the Mortgaged Property. The Tax-Exempt Note was assigned by the Governmental Lender to Tax-Exempt Lender as security for the loan made by the Initial Funding Lender (as defined below) to the Governmental Lender pursuant to the Funding Loan Agreement (the “**Funding Loan**”). The Tax-Exempt Loan is secured by a Mortgage, Security Agreement and Fixture Financing Statement dated as of July 1, 2021, recorded July 12, 2021 in the real property records of Ramsey County, Minnesota (“**Recording Office**”) as Document No. A04895196, as assigned by Governmental Lender to Tax-Exempt Lender as security for the Funding Loan pursuant to an Assignment of Mortgage, Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents dated July 8, 2021, recorded July 12, 2021 in the Recording Office as Document No. A04895198 (collectively, “**Tax-Exempt Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Tax-Exempt Mortgage as the “**Mortgaged Property.**”

- C. Pursuant to that certain Syndicated Construction Loan Agreement (Taxable), dated as of July 1, 2021, by and between Borrower and Taxable Lender, as administrative agent for the legal holder(s) of the Taxable Note from time to time, and such holder(s) (as the same may be amended, supplemented or restated, the “**Taxable Construction Loan Agreement**”), Taxable Lender has made a taxable mortgage loan to Borrower in the maximum aggregate principal amount of \$26,000,000.00 (the “**Taxable Loan**”) to provide financing and refinancing for the Project, which Taxable Loan is evidenced by one or more promissory notes dated July 8, 2021 (collectively, as the same may be amended, supplemented or restated, the “**Taxable Note**”).
- D. The Taxable Loan is secured by, among other things, a Subordinate Mortgage, Security Agreement and Fixture Financing Statement, dated as of as of July 1, 2021, recorded July 12, 2021 in the Recording Office as Document No. A04895211 (the “**Taxable Mortgage**”; the Tax-Exempt Mortgage and the Taxable Mortgage are, collectively, the “**Senior Mortgage**”), encumbering the Mortgaged Property. The Taxable Construction Loan Agreement, the Taxable Note, Taxable Mortgage and any other documents evidencing or related to the Taxable Loan are referred to as the “**Taxable Financing Documents.**”
- E. Pursuant to a Loan Agreement dated as of [\_\_\_\_] [ ], 2022 between Subordinate Lender and Borrower (“**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$213,700 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Mortgage (\$213,700 TBRA Loan) dated as of [\_\_\_\_] [ ], 2022 (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.
- F. The Senior Mortgage was recorded in the Recording Office prior to the recording of this Agreement. The Subordinate Mortgage will be recorded in the Recording Office following the recording of the Senior Mortgage.

- G. Subject to the terms and conditions of that certain Construction Phase Financing Agreement (the “**Construction Phase Financing Agreement**”) dated as of July 1, 2021 between Borrower, The Huntington National Bank, as administrative agent (“**Tax-Exempt Administrative Agent**”) for the initial funding lenders set forth therein (collectively, “**Initial Funding Lender**”), Federal Home Loan Mortgage Corporation and Greystone Servicing Company LLC, a limited liability company organized under the laws of the State of Delaware (“**Permanent Funding Lender**”), Tax-Exempt Administrative Agent shall subsequently assign and deliver the documents comprising the Funding Loan to the Permanent Funding Lender and, in connection therewith, the Tax-Exempt Note and the Tax-Exempt Mortgage will be amended and restated (“**Conversion**”).
- H. Pursuant to Section 6.03 of the Funding Loan Agreement dated as of July 1, 2021 among Funding Lender, Governmental Lender and Tax-Exempt Lender (the “**Funding Loan Agreement**”), the Funding Lender has the right to direct all actions of the Tax-Exempt Lender with respect to the Tax-Exempt Mortgage, the Mortgaged Property and the Project Loan Agreement and, upon Conversion, the Funding Lender shall have the right to amend and restate the Tax-Exempt Note and the Tax-Exempt Mortgage, and the right to amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provision of any of the Tax-Exempt Loan Documents (as defined herein), without notice to or the consent or joinder of the Subordinate Lender.
- I. The execution and delivery of this Agreement is a condition of Taxable Lender’s and Tax-Exempt Lender’s consenting to Subordinate Lender’s making of the Subordinate Loan and Borrower’s granting of the Subordinate Mortgage.

## AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.

The terms “**Condemnation,**” “**Imposition Reserve Deposits,**” “**Impositions,**” “**Leases,**” “**Rents**” and “**Restoration,**” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Tax-Exempt Lender, Funding Lender or Taxable Lender if Tax-Exempt Lender, Funding Lender or Taxable Lender acquires title to the Mortgaged Property.

“**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“**Continuing Covenant Agreement**” means the Continuing Covenant Agreement to be executed by Borrower and Permanent Funding Lender at Conversion.

“**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“**Enforcement Action Notice**” means a Notice given from Subordinate Lender to Tax-Exempt Lender, Funding Lender and Taxable Lender, following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“**Funding Lender**” shall mean Tax-Exempt Administrative Agent, on behalf of Initial Funding Lender, prior to Conversion and Permanent Funding Lender from and after Conversion, and any successor holder of the Governmental Note.

“**Governmental Note**” means the Multifamily Note delivered by the Governmental Lender evidencing the Funding Loan.

“**Lien**” means any lien, encumbrance, estate, right or other interest, recorded against or secured by the Mortgaged Property.

“**Loss Proceeds**” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“**Notice**” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“**Senior Indebtedness**” collectively means the “Indebtedness” of Borrower as evidenced by the Tax-Exempt Loan Documents and the “Indebtedness” of Borrower as evidenced by the Taxable Loan Documents.

“**Senior Loan Agreement**” collectively means, prior to Conversion, the Project Loan Agreement, the Funding Loan Agreement, the Tax-Exempt Construction Loan Agreement and the Taxable Construction Loan Agreement. From and after Conversion, “Senior Loan Agreement” means the Project Loan Agreement and/or the Continuing Covenant Agreement.

“**Senior Loan Documents**” collectively means prior to Conversion, the “Project Loan Documents” as defined in the Construction Phase Financing Agreement, together with the “Financing Documents” as defined in the Funding Loan Agreement, together with the “Loan Documents” as defined in the Tax-Exempt Construction Loan Agreement, together with the “Loan Documents” as defined in the Taxable Construction Loan Agreement. From and after Conversion, “Senior Loan Documents” shall also mean the “Financing Documents” as defined in the Continuing Covenant Agreement, as such documents may be amended.

“**Senior Mortgage Default**” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Documents.

“**Subordinate Indebtedness**” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“**Subordinate Lender**” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“**Subordinate Loan Documents**” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“**Subordinate Mortgage Default**” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement) Subordinate Lender to take an Enforcement Action.

“**Subordinate Note**” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

**“Surplus Cash”** means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (i) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve Deposits.
- (ii) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

**“Tax-Exempt Lender”** is defined above. When any other person or entity becomes the legal holder of the Tax-Exempt Note, such other person or entity will automatically become Tax-Exempt Lender.

**“Tax-Exempt Construction Loan Agreement”** means the Syndicated Construction Loan Agreement (Construction Continuing Covenant Agreement) among The Huntington National Bank as administrative agent for Initial Funding Lender, Initial Funding Lender, and Borrower.

**“Tax-Exempt Loan Documents”** collectively means prior to Conversion, the “Project Loan Documents” as defined in the Construction Phase Financing Agreement, together with the “Financing Documents” as defined in the Funding Loan Agreement, together with the “Loan Documents” as defined in the Tax-Exempt Construction Loan Agreement. From and after Conversion, “Tax-Exempt Loan Documents” shall also mean the “Financing Documents” as defined in the Continuing Covenant Agreement, as such documents may be amended.

**“Tax-Exempt Note”** means, prior to Conversion, the Project Note. From and after Conversion, “Tax-Exempt Note” means the Project Note as defined in the Continuing Covenant Agreement.

## 2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
  - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
  - (ii) No Subordinate Mortgage Default has occurred and is continuing.

- (iii) The current unpaid principal balance of the Subordinate Indebtedness is \$213,700.
  - (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender in each instance, Subordinate Lender will not do any of the following:
- (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
  - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
  - (iii) Accept any prepayment of the Subordinate Indebtedness.

### 3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Tax-Exempt Lender and Taxable Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.
- (d) Payments After Senior Loan Default or Bankruptcy.



- (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
- (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Tax-Exempt Lender, Funding Lender and Taxable Lender:
  - (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
  - (B) Any proceeds from any Enforcement Action.
  - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
- (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Tax-Exempt Lender and Taxable Lender. Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender in each instance, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender have also voted affirmatively in favor of such plan.

#### 4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

- (i) Subordinate Lender will deliver to Tax-Exempt Lender, Funding Lender and Taxable Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Tax-Exempt Lender, Funding Lender and Taxable Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
- (ii) For a period of 90 days following delivery to Tax-Exempt Lender, Funding Lender and Taxable Lender of an Enforcement Action Notice, Tax-Exempt Lender, Funding Lender and Taxable Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Tax-Exempt Lender, Funding Lender or Taxable Lender has commenced and is diligently pursuing such cure to completion, Tax-Exempt Lender, Funding Lender and Taxable Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Tax-Exempt Lender, Funding Lender or Taxable Lender takes either of the following actions:
  - (A) Discontinues its pursuit of any cure.
  - (B) Delivers to Subordinate Lender written consent to the Enforcement Action described in the Enforcement Action Notice.
- (iii) Tax-Exempt Lender, Funding Lender or Taxable Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Tax-Exempt Lender, Funding Lender or Taxable Lender having cured any Subordinate Mortgage Default.
- (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Tax-Exempt Lender, Funding Lender or Taxable Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

- (b) Subordinate Lender's Exercise of Remedies After Notice to Tax-Exempt Lender and Taxable Lender.
- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Tax-Exempt Lender, Funding Lender and Taxable Lender an Enforcement Action Notice.
  - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
    - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
    - (B) The delivery by Tax-Exempt Lender, Funding Lender and Taxable Lender to Subordinate Lender of Tax-Exempt Lender, Funding Lender and Taxable Lender's written consent to such Enforcement Action by Subordinate Lender.
  - (iii) Subordinate Lender acknowledges that Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Funding Lender's and Taxable Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Tax-Exempt Lender, Funding Lender or Taxable Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.
  - (iv) Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Tax-Exempt Lender, Funding Lender or Taxable Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Tax-Exempt Lender, Funding Lender or Taxable Lender of any provision of the Senior Loan Documents or this Agreement.
- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Tax-Exempt Lender, Funding Lender or Taxable Lender in writing that any Subordinate Mortgage Default of which Tax-Exempt Lender, Funding Lender and Taxable Lender has received Notice has been cured or waived, as determined by

Subordinate Lender in its sole discretion, then provided that Tax-Exempt Lender, Funding Lender or Taxable Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Indebtedness will be reinstated.

## 5. Default Under Senior Loan Documents.

### (a) Notice of Senior Loan Default and Cure Rights.

- (i) Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender, as applicable, will deliver to Subordinate Lender a copy of any Notice sent by Tax-Exempt Lender, Funding Lender or Taxable Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Tax-Exempt Lender, Funding Lender or Taxable Lender to send Notice to Subordinate Lender will not prevent the exercise of Tax-Exempt Lender, Funding Lender or Taxable Lender rights and remedies under the Senior Loan Documents.
- (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Tax-Exempt Lender, Funding Lender and Taxable Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
- (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Tax-Exempt Lender, Funding Lender or Taxable Lender's secured position relative to the Mortgaged Property, as determined by Tax-Exempt Lender, Funding Lender or Taxable Lender in its sole discretion, then during such 90-day period Tax-Exempt Lender, Funding Lender or Taxable Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
- (iv) All amounts paid by Subordinate Lender to Tax-Exempt Lender, Funding Lender and Taxable Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

- (b) Release of Mortgaged Property.
- (i) Subordinate Lender consents to and authorizes any future release by Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Tax-Exempt Lender, Funding Lender or Taxable Lender to do any of the following:
- (A) To conduct a separate sale of any portion of the Mortgaged Property.
  - (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
  - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender determines.
- (ii) Subordinate Lender consents to and authorizes, at the option of Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender may do any of the following:
- (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
  - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
  - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

**6. Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will

control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.
- (b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Tax-Exempt Lender, Funding Lender or Taxable Lender or Subordinate Lender.

**7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Tax-Exempt Lender, Funding Lender or Taxable Lender under the Senior Loan Documents.**

(a) Insurance.

- (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Tax-Exempt Lender, Funding Lender and Taxable Lender.
- (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Tax-Exempt Lender, Funding Lender or Taxable Lender.
- (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will

be and remain subordinate in all respects to Tax-Exempt Lender, Funding Lender and Taxable Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Tax-Exempt Lender (at the direction of Funding Lender) or Taxable Lender, as applicable.

- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Tax-Exempt Lender (at the direction of Funding Lender) or Taxable Lender, as applicable, in their sole discretion; provided however, Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender agree to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Tax-Exempt Lender, Funding Lender and Taxable Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender, in their sole discretion, will prevail.
  - (iii) If Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Tax-Exempt Lender, Funding Lender or Taxable Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Tax-Exempt Lender, Funding Lender or Taxable Lender.
  - (iv) If Tax-Exempt Lender (at the direction of Funding Lender) or Taxable Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Tax-Exempt Lender for the benefit of Funding Lender, by Funding Lender or by Taxable Lender, as applicable, will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the

Subordinate Loan terms in a manner that creates an adverse effect upon Tax-Exempt Lender, Funding Lender or Taxable Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Tax-Exempt Lender, Funding Lender or Taxable Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.

- (d) Modification of Senior Loan Documents. Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, none of Tax-Exempt Lender, Funding Lender nor Taxable Lender may modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender, as applicable, to protect the security or lien priority of Tax-Exempt Lender, Funding Lender or Taxable Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Tax-Exempt Lender (at the direction of Funding Lender) or Taxable Lender has granted attornment and non-disturbance, on the same terms and conditions given by Tax-Exempt Lender, Funding Lender or Taxable Lender.
- (f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Tax-Exempt Lender, Funding Lender or Taxable Lender pursuant to the Senior Loan Documents or otherwise, Tax-Exempt Lender's Funding Lender's or Taxable Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
- (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Tax-Exempt Lender, Funding Lender or Taxable Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.



- (h) **Certification.** Within 10 days after request by Tax-Exempt Lender, Funding Lender or Taxable Lender, Subordinate Lender will furnish Tax-Exempt Lender, Funding Lender and Taxable Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Tax-Exempt Lender, Funding Lender or Taxable Lender may request.
- 8. Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Tax-Exempt Lender, Funding Lender or Taxable Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
- 9. Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- 10. Notices.**
- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Tax-Exempt Lender will be addressed to:

U.S. Bank National Association  
60 Livingston Avenue, 3<sup>rd</sup> Floor  
EP-NM-WS3C  
St. Paul, Minnesota 55107-2292

Attention: Dan Sheff  
Facsimile: (651) 466-7430  
Telephone: (651) 466-6302  
Email: dan.sheff@usbank.com

Notices intended for Subordinate Lender will be addressed to:

Roseville Economic Development Authority  
2660 Civic Center Drive  
Roseville, MN 55113  
Attention: Executive Director

Notices intended for Funding Lender prior to Conversion will be addressed to Tax-Exempt Administrative Agent for the Initial Funding Lender:

The Huntington National Bank  
1405 Xenium Lane North  
PCC-250  
Plymouth, MN 55441  
Attention: Commercial Real Estate

Notices intended for Funding Lender after Conversion will be addressed to:

Greystone Servicing Company LLC  
419 Belle Air Lane  
Warrenton, VA 20186  
Attention: customercare@greyco.com

Notices intended for Taxable Lender will be addressed to:

The Huntington National Bank  
1405 Xenium Lane North  
PCC-250  
Plymouth, MN 55441  
Attention: Commercial Real Estate

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

## 11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to

this Agreement. Except for Tax-Exempt Lender, Funding Lender and Taxable Lender, no other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Tax-Exempt Lender (at the direction of Funding Lender) to any subsequent holder of the Tax-Exempt Note. This Agreement may be assigned at any time by Taxable Lender to any subsequent holder of the Taxable Note.

- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Tax-Exempt Lender, Funding Lender or Taxable Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Tax-Exempt Lender (at the direction of Funding Lender), Funding Lender or Taxable Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
  - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Indebtedness originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

- (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Tax-Exempt Lender (for the benefit of Funding Lender) or Taxable Lender pursuant to this Agreement.
- (iii) The acquisition by Tax-Exempt Lender, Funding Lender or Taxable Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
- (iv) With the prior written consent of Tax-Exempt Lender (at the direction of Funding Lender) and Taxable Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- (m) Funding Lender's Rights to Control. Notwithstanding anything herein to the contrary, pursuant to the Senior Mortgage and Section 6.03 of the Funding Loan

Agreement, all acts, consents, approvals and undertakings of Tax-Exempt Lender hereunder shall be solely at the written direction of the Funding Lender. The parties hereto acknowledge and agree that Funding Lender is a third party beneficiary of this Agreement, with full rights as such.

**[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]**



**TAXABLE LENDER:**

**THE HUNTINGTON NATIONAL BANK**, as  
administrative agent

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_, the \_\_\_\_\_ of The Huntington National Bank, a national banking  
association, on behalf of the association.

\_\_\_\_\_  
Notary Public







**EXHIBIT A**

PARCEL 1:

Lot 2, Block 1, Twin Lakes 3rd Addition.

Ramsey County, Minnesota  
Abstract Property

PARCEL 2:

Easement for driveway purposes, ingress and egress and utilities as set forth in Declaration of Reciprocal Easements and Maintenance Agreements dated July 1, 2020, filed July 9, 2020, as Document No. A04822425.

24689795v2



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/07/2022

Item No.: 5.c

Department Approval

City Manager Approval

*Janice Gundlach*

*Sam Truog*

Item Description: Authorize Contracts for Roseville Economic Development Authority Services

**BACKGROUND**

The Roseville Economic Development Authority (REDA) receives legal, technical, and professional specialty services annually from third party providers. Four contracts are up for renewal:

- A. Financial and Economic Development Consulting Services from Ehlers & Associates, Inc.
- B. Golden Shovel Marketing Services
- C. CEE Home Loan Origination and Home Advisory Services
- D. Metropolitan Consortium of Community Developers (MCCD) Business Loan Program

Below is a status summary of the four contracts slated for renewal:

Financial & Economic Development Consulting Services

The contract for Financial and Economic Development Consulting Services with Ehlers & Associates, Inc., has been in effect for two (2), three (3) year terms totaling six (6) years. In accordance with the current Purchasing Policy, REDA staff requested proposals from at least two companies who provide financial and economic development consulting services, including the current provider Ehlers, and Baker Tilly. Only Ehlers submitted a proposal (Attachment A). The Ehlers proposal consists of a \$5/hour increase per year above their current hourly rate. It's important to note that nearly all services are paid for out of Tax Increment Financing (TIF) administration fees or from project escrows, not REDA operating funds. In fact, the only financial and economic development consulting expenses the REDA operating budget paid for over the last three years totaled \$675.

Golden Shovel

Golden Shovel's contract reflects an increase of \$50 a month for a total of \$1,050 a month. This increase has been accounted for in the preliminary 2023 REDA budget. Staff is unaware of another company to provide the services offered by Golden Shovel, which are integral to the City's economic development brand of Grow Roseville.

CEE

CEE's Home Loan Annual service fee is increasing to \$5,000 from the current rate of \$2,500. This is an annual, one-time fee and is doubling in cost due to the four new loan programs enacted by the REDA this year. This increase was disclosed at the May 16, 2022 REDA meeting and the increase has been accounted for in the preliminary 2023 REDA budget. CEE provides one-stop shopping for Roseville

35 residents so there are no other companies that could process all the various loans offered by the REDA.

36

37 MCCD

38 There is no financial changes to the MCCD contract. This contract allows MCCD to process small  
39 business loans based on the partnership the REDA and MCCD established in 2021.

40

41 All contracts are for three years, consistent with the City's Purchasing Policy. The Golden Shovel, CEE  
42 and MCCD contracts can be terminated by either party with a 90-day notice. REDA staff are satisfied  
43 with the level of service provided by these parties and would recommend continuing services.

44 **BUDGET IMPLICATION**

45 All cost increases have been included in the preliminary budget for 2023.

46 **STAFF RECOMMENDATION**

47 Approve service contracts for financial, technical and professional specialty services.

48 **REQUESTED REDA ACTION**

49 By motion, authorize the President and Executive Director to execute service contracts for financial,  
50 technical and professional specialty services with Ehlers, Golden Shovel, CEE and MCCD.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

Attachment A: Proposal for Financial Services

Attachment B: Ehlers & Associates 2023-2025 Contract

Attachment C: Golden Shovel 2023-2025 Contract

Attachment D: CEE Loan Origination and Home Advisory Services 2023-2025 Contract

Attachment E: MCCD Business Loan Program 2023-2025 Contract

# Economic Development & Redevelopment

*Innovation to help Minnesota communities reach new heights.*



From start to finish, Ehlers' team of dedicated Economic Development and Redevelopment Advisors can help your municipality or development authority achieve its goals. Ehlers leverages decades of direct local government experience, strong developer relationships, deep market knowledge and collaborative processes to revitalize neighborhoods, create jobs and vibrant business districts, provide community facilities and amenities and deliver a full range of housing options. Our mission in this work is simple and powerful: To build strong, sustainable and equitable communities.

## Our Process

Ehlers works as an extension of your staff, fully immersing ourselves into your organization's processes and framework for decision-making. We rely on a results-driven approach to unite community leaders and residents, drive development initiatives forward and demystify the complexities of projects in a way that's both financially feasible and meets community expectations.



## Our Services

Ehlers advises clients across a wide spectrum of development and redevelopment projects.

We deliver a comprehensive array of services including:

- ✓ Policy & program development
- ✓ Development risk analysis & management
- ✓ Strategic planning
- ✓ Special research & projects
- ✓ Developer recruitment/roundtables
- ✓ Developer selection & negotiation
- ✓ Tax Increment Financing (TIF) and special district creation & management/administration
- ✓ *Pro forma* analysis
- ✓ Grant writing administration & support
- ✓ “On staff” project management & interim staffing

## Our Independence

Ehlers prides itself on transparent communication, proactive and highly responsive service and an unwavering dedication to deploying client resources in the most effective way possible. We work exclusively for local governments and represent your interests alone when negotiating public assistance. Ehlers does not work for developers, investors or private companies. While we recognize economic development and redevelopment can only be successful when there is a strong partnership between the private and public sectors, our number one job in helping clients deliver generational benefits to their communities is seeking to maximize private investment while minimizing the financial impact on residents and taxpayers.

Are you ready to bring your development concept to life? **Contact us today!**

 Visit [ehlers-inc.com](http://ehlers-inc.com)

 E-mail [info@ehlers-inc.com](mailto:info@ehlers-inc.com)

 Call 800-552-1171

# EHLERS



**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# FEE SCHEDULE

The standard billing rate for referenced services will be provided on an hourly basis and is based upon Ehlers hourly fee as noted below by city projects vs. developer escrow:

City Projects					
2023		2024		2025	
Municipal Advisor	\$265	Municipal Advisor	\$270	Municipal Advisor	\$275
Sr. Municipal Advisor	\$275	Sr. Municipal Advisor	\$280	Sr. Municipal Advisor	\$285

Developer Escrow					
2023		2024		2025	
Municipal Advisor	\$325	Municipal Advisor	\$335	Municipal Advisor	\$345

The establishment of a tax increment district includes all necessary resolutions and documents at a flat fee of \$12,500 for housing districts and \$15,000 for redevelopment districts.

We do not charge for mileage or regular business expenses except for messenger and overnight services.

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 7<sup>th</sup> day of November, 2022, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and and Ehlers and Associates Inc., a Minnesota corporation (hereinafter “Consultant”).

### Preliminary Statement

REDA has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for REDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with REDA. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

REDA and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from January 1, 2023 through December 31, 2025, the date of signature by the parties notwithstanding.
3. ***Compensation for Services.*** REDA agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of REDA. REDA will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third-party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by REDA. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third-party contractors unless otherwise agreed to by the parties in writing.
4. ***REDA Representative and Special Requirements:***
  - A. Housing and Economic Development Program Manager shall act as REDA’s representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define REDA’s policies and decisions with respect to the Work to be



47 performed under this Agreement, but shall not have the right to enter into contracts or  
48 make binding agreements on behalf of REDA with respect to the Work or this  
49 Agreement. REDA may change REDA's representative at any time by notifying the  
50 Consultant of such change in writing.

51  
52 B. In the event that REDA requires any special conditions or requirements relating to the  
53 Work and/or this Agreement, such special conditions and requirements are stated in  
54 Exhibit C attached hereto. The parties agree that such special conditions and  
55 requirements are incorporated into and made a binding part of this Agreement. The  
56 Consultant agrees to perform the Work in accordance with, and this Agreement shall  
57 be subject to, the conditions and requirements set forth in Exhibit C.

58  
59 5. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an  
60 itemized written invoice for Work performed under this Agreement during the previous  
61 month. Invoices submitted shall be paid in the same manner as other claims made to  
62 REDA. Invoices shall contain the following:

63  
64 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each  
65 employee, his or her name, job title, the number of hours worked, rate of pay for each  
66 employee, a computation of amounts due for each employee, and the total amount  
67 due for each project task. For all other Work, the Consultant shall provide a  
68 description of the Work performed and the period to which the invoice applies. For  
69 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an  
70 itemized listing and such documentation of such expenses as is reasonably required  
71 by REDA. In addition to the foregoing, all invoices shall contain, if requested by  
72 REDA, REDA's project number, a progress summary showing the original (or  
73 amended) amount of the Agreement, the current billing, past payments, the  
74 unexpended balance due under the Agreement, and such other information as REDA  
75 may from time to time reasonably require.

76  
77 B. To receive any payment pursuant to this Agreement, the invoice must include the  
78 following statement dated and signed by the Consultant: "I declare under penalty of  
79 perjury that this account, claim, or demand is just and correct and that no part of it has  
80 been paid."

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82 The payment of invoices shall be subject to the following provisions:

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84 A. REDA shall have the right to suspend the Work to be performed by the  
85 Consultant under this Agreement when it deems necessary to protect REDA,  
86 residents of the City or others who are affected by the Work. If any Work to be  
87 performed by the Consultant is suspended in whole or in part by REDA, the  
88 Consultant shall be paid for any services performed prior to the delivery upon the  
89 Consultant of the written notice from REDA of such suspension.

90  
91 B. The Consultant shall be reimbursed for services performed by any third-party  
92 independent contractors and/or subcontractors only if REDA has authorized the

93 retention of and has agreed to pay such persons or entities pursuant to Section 3B  
94 above.

95  
96 6. **Project Manager and Staffing.** The Consultant has designated Municipal Advisor's and  
97 Senior Municipal Advisor's ("Project Contacts") to perform and/or supervise the Work,  
98 and as the persons for REDA to contact and communicate with regarding the  
99 performance of the Work. The Project Contacts shall be assisted by other employees of  
100 the Consultant as necessary to facilitate the completion of the Work in accordance with  
101 the terms and conditions of this Agreement. The Consultant may not remove or replace  
102 the Project Contacts without the prior approval of REDA.

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104 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be  
105 in accordance with the normal standard of care in Ramsey County, Minnesota, for  
106 professional services of like kind to the Work being performed under this Agreement.

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108 8. **Audit Disclosure.** Any reports, information, data and other written documents given to,  
109 or prepared or assembled by the Consultant under this Agreement which REDA requests  
110 to be kept confidential shall not be made available by the Consultant to any individual or  
111 organization without REDA's prior written approval. The books, records, documents and  
112 accounting procedures and practices of the Consultant or other parties relevant to this  
113 Agreement are subject to examination by REDA and either the Legislative Auditor or the  
114 State Auditor for a period of six (6) years after the effective date of this Agreement. The  
115 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
116 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
117 and other information in the possession of the Consultant.

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119 9. **Termination.** This Agreement may be terminated at any time by REDA, with or without  
120 cause, by delivering to the Consultant at the address of the Consultant set forth in  
121 Provision 26 below, a written notice at least ten (10) days prior to the date of such  
122 termination. The date of termination shall be stated in the notice. Upon termination the  
123 Consultant shall be paid for services rendered (and reimbursable expenses incurred if  
124 required to be paid by REDA under this Agreement) by the Consultant through and until  
125 the date of termination so long as the Consultant is not in default under this Agreement.  
126 If REDA terminates the Agreement because the Consultant is in default of its obligations  
127 under this Agreement, no further payment shall be payable or due to the Consultant  
128 following the delivery of the termination notice, and REDA may, in addition to any other  
129 rights or remedies it may have at law or in equity, retain another consultant to undertake  
130 or complete the Work to be performed hereunder.

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132 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided  
133 under this Agreement without the express written consent of REDA. If subcontracts are  
134 approved and entered into, the Consultant shall promptly pay any subcontractor involved  
135 in the performance of this Agreement as required by, and the Consultant shall otherwise  
136 comply with, the State Prompt Payment Act.

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138

- 139 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an  
140 independent contractor and not an employee of REDA. No statement herein shall be  
141 construed so as to find the Consultant an employee of REDA.  
142
- 143 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall  
144 not discriminate against any person, contractor, vendor, employee or applicant for  
145 employment because of race, color, creed, religion, national origin, sex, marital status,  
146 status with regard to public assistance, disability, sexual orientation or age. The  
147 Consultant shall post in places available to employees and applicants for employment,  
148 notices setting forth the provisions of this non-discrimination clause and stating that all  
149 qualified applicants will receive consideration for employment. The Consultant shall  
150 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for  
151 Work done under this Agreement, and will require all of its subcontractors performing  
152 such Work to incorporate such requirements in all subcontracts for the performance of  
153 the Work. The Consultant further agrees to comply with all aspects of the Minnesota  
154 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act  
155 of 1964, and the Americans with Disabilities Act.  
156
- 157 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
158 obligations hereunder, without the prior written consent of REDA.  
159
- 160 14. **Services Not Provided For.** REDA shall not be required to pay for any claim for services  
161 furnished by the Consultant not specifically provided for herein.  
162
- 163 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
164 state and local laws, statutes, ordinances, rules and regulations in the performance of the  
165 Work. The Consultant and REDA, together with their respective agents and employees,  
166 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes  
167 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
168 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the  
169 Work to be performed shall constitute a material breach of this Agreement and entitle  
170 REDA to immediately terminate this Agreement.  
171
- 172 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
173 not affect, in any respect, the validity of the remainder of this Agreement or either party's  
174 ability to enforce a subsequent breach.  
175  
176
- 177 17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend,  
178 indemnify and hold REDA, and its president, commissioners, officers, agents, employees  
179 and representatives harmless from and against all liability, claims, damages, costs,  
180 judgments, losses and expenses, including but not limited to reasonable attorney's fees,  
181 arising out of or resulting from any negligent or wrongful act or omission of the  
182 Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining  
183 to the performance or failure to perform the Work and against all losses resulting from

184 the failure of the Consultant to fully perform all of the Consultant's obligations under this  
 185 Agreement.

186  
 187 **18. Insurance.**

188  
 189 A. General Liability. Prior to starting the Work and during the full term of this  
 190 Agreement, the Consultant shall procure, maintain and pay for such insurance as will  
 191 protect against claims for bodily injury or death, and for damage to property,  
 192 including loss of use, which may arise out of operations by the Consultant or by any  
 193 subcontractor of the Consultant, or by anyone employed by any of them, or by anyone  
 194 for whose acts any of them may be liable. Such insurance shall include, but not be  
 195 limited to, minimum coverages and limits of liability specified in this Provision 18 or  
 196 such greater coverages and amounts as are required by law. Except as otherwise  
 197 stated below, the policies shall name REDA as an additional insured for the Work  
 198 provided under this Agreement and shall provide that the Consultant's coverage shall  
 199 be primary and noncontributory in the event of a loss.

200  
 201 B. The Consultant shall procure and maintain the following minimum insurance  
 202 coverages and limits of liability with respect to the Work:

203	Worker's Compensation:	Statutory Limits
204		
205	Commercial General Liability:	\$1,000,000 per occurrence
206		\$1,500,000 general aggregate
207		\$1,000,000 products – completed operations
208		aggregate
209		\$5,000 medical expense
210		
211	Comprehensive Automobile	
212	Liability:	\$1,000,000 combined single limit (shall include
213		coverage for all owned, hired and non-owned
214		vehicles.
215		

216  
 217 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO  
 218 form CG 0001, and shall include the following:

- 219  
 220 (i) Personal injury with Employment Exclusion (if any) deleted;  
 221  
 222 (ii) Broad Form Contractual Liability coverage; and  
 223  
 224 (iii) Broad Form Property Damage coverage, including Completed Operations.

225  
 226 D. During the entire term of this Agreement, and for such period of time thereafter as is  
 227 necessary to provide coverage until all relevant statutes of limitations pertaining to  
 228 the Work have expired, the Consultant shall procure, maintain and pay for  
 229 professional liability insurance, satisfactory to REDA, which insures the payment of

230 damages for liability arising out of the performance of professional services for  
 231 REDA, in the insured's capacity as the Consultant, if such liability is caused by an  
 232 error, omission, or negligent act of the insured or any person or organization for  
 233 whom the insured is liable. Said policy shall provide an aggregate limit of at least  
 234 \$2,000,000.00. Said policy shall not name REDA as an insured.  
 235

236 E. The Consultant shall maintain in effect all insurance coverages required under this  
 237 Provision 18 at Consultant's sole expense and with insurance companies licensed to  
 238 do business in the state in Minnesota and having a current A.M. Best rating of no less  
 239 than A-, unless otherwise agreed to by REDA in writing. In addition to the  
 240 requirements stated above, the following applies to the insurance policies required  
 241 under this Provision:  
 242

243 (i) All policies, except the Professional Liability Insurance Policy, shall be  
 244 written on an "occurrence" form ("claims made" and "modified  
 245 occurrence" forms are not acceptable);  
 246

247 (ii) All policies, except the Professional Liability Insurance Policy and the  
 248 Worker's Compensation Policy, shall name "Roseville Economic  
 249 Development Authority" as an additional insured;  
 250

251 (iii) All policies, except the Professional Liability Insurance and Worker's  
 252 Compensation Policies, shall contain a waiver of subrogation naming  
 253 "Roseville Economic Development Authority."  
 254

255 (iv) All policies, except the Professional Liability Insurance Policy and the  
 256 Worker's Compensation Policy, shall insure the defense and indemnify  
 257 obligations assumed by Consultant under this Agreement; and  
 258

259 (v) All policies shall contain a provision that coverages afforded thereunder  
 260 shall not be canceled or non-renewed or restrictive modifications added,  
 261 without thirty (30) days prior written notice to REDA.  
 262

263  
 264 A copy of: (i) a certification of insurance satisfactory to REDA, and (ii) if requested,  
 265 the Consultant's insurance declaration page, riders and/or endorsements, as  
 266 applicable, which evidences the compliance with this Paragraph 18, must be filed  
 267 with REDA prior to the start of Consultant's Work. Such documents evidencing  
 268 insurance shall be in a form acceptable to REDA and shall provide satisfactory  
 269 evidence that the Consultant has complied with all insurance requirements. Renewal  
 270 certificates shall be provided to REDA at least 30 days prior to the expiration date of  
 271 any of the required policies. REDA will not be obligated, however, to review such  
 272 declaration page, riders, endorsements or certificates or other evidence of insurance,  
 273 or to advise Consultant of any deficiencies in such documents, and receipt thereof  
 274 shall not relieve the Consultant from, nor be deemed a waiver of, REDA's right to

275 enforce the terms of the Consultant's obligations hereunder. REDA reserves the right  
276 to examine any policy provided for under this Provision 18.  
277

278 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information  
279 generated in connection with the performance of this Agreement ("Information") shall  
280 become the property of REDA, but the Consultant may retain copies of such documents  
281 as records of the services provided. REDA may use the Information for any reasons it  
282 deems appropriate without being liable to the Consultant for such use. The Consultant  
283 shall not use or disclose the Information for purposes other than performing the Work  
284 contemplated by this Agreement without the prior consent of REDA.  
285

286 20. **Annual Review.** Prior to anniversary of each year of this Agreement, REDA shall have  
287 the right to conduct a review of the performance of the Work performed by the  
288 Consultant under this Agreement. The Consultant agrees to cooperate in such review and  
289 to provide such information as REDA may reasonably request. Following each  
290 performance review the parties shall, if requested by REDA, meet and discuss the  
291 performance of the Consultant relative to the remaining Work to be performed by the  
292 Consultant under this Agreement.  
293

294 21. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of  
295 REDA shall have a financial interest, direct or indirect, in this Agreement. The violation  
296 of this provision shall render this Agreement void.  
297

298 22. **Governing Law.** This Agreement shall be controlled by the laws of the State of  
299 Minnesota.  
300

301 23. **Counterparts.** This Agreement may be executed manually or electronically in multiple  
302 counterparts, each of which shall be considered an original.  
303

304 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
305 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
306 decision shall not affect the remaining provisions of this Agreement.  
307

308 25. **Notices.** Any notice to be given by either party upon the other under this Agreement  
309 shall be properly given: a) if delivered personally to the REDA Executive Director if such  
310 notice is to be given to REDA, or if delivered personally to an officer of the Consultant if  
311 such notice is to be given to the Consultant, b) if mailed to the other party by United  
312 States registered or certified mail, return receipt requested, postage prepaid, addressed in  
313 the manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
314 courier for overnight delivery to the other party addressed as follows:  
315

316 If to REDA: Roseville Economic Development Authority  
317 Attn: Executive Director  
318 Roseville City Hall  
319 2660 Civic Center Drive  
320 Roseville, MN 55113

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If to Consultant: Ehlert and Associates, Inc.  
Attn: Stacie Kvilvang  
3060 Centre Pointe Dr.  
Roseville, MN 55113

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: \_\_\_\_\_.

345           IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
346 of the date set forth above.

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348  
349           ROSEVILLE ECONOMIC  
350           DEVELOPMENT AUTHORITY

351  
352  
353  
354           \_\_\_\_\_  
355           President

356  
357  
358           \_\_\_\_\_  
359           Executive Director

360  
361           (NAME OF CONSULTANT)

362  
363  
364           By: \_\_\_\_\_

365  
366           Its: \_\_\_\_\_  
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**EXHIBIT A**

Consultant's Services

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- A. Assist in economic development and housing project financing analysis:
  - a. Assist in analyzing developer's project pro forma representations and evaluate the need for public participation;
  - b. Identifying both private and public financing options for project;
  - c. Identifying and analyzing risks in public sector participation;
  - d. Assist in negotiating reasonable rates of return for private and public participants; and
  - e. Assist in finalizing the financial data.
  
- B. Provide other general financial economic development consulting services requested by the REDA.
  
- C. Assist in development agreement negotiations and implementation of redevelopment plans.
  
- D. Review use of TIF/tax abatement and potential limits and make recommendations to meet current and anticipated redevelopment needs of the City.
  
- E. Attend REDA meetings as needed.

**EXHIBIT B**

**COMPENSATION**

Consultant's Hourly Rates

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The standard billing rate for referenced services will be provided on an hourly basis and is based upon Ehlers hourly fee as follows:

Year 2023 - \$265 for (Municipal Advisor) and \$275 (Sr. Municipal Advisor) City/EDA work.

Year 2024 - \$270 for (MA) and \$280 (Sr. MA) City/EDA work.

Year 2022 - \$275 for (MA) and \$285 (Sr. MA) City/EDA work.

Developer escrow rates:

Year 2023 - \$325

Year 2024 - \$335

Year 2025 - \$345

Redevelopment TIF Districts \$15,000

Housing TIF Districts \$12,500

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 7<sup>th</sup> day of November, 2023, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and Golden Shovel Agency, LLC, a Limited Liability Company (hereinafter “Consultant”).

### Preliminary Statement

REDA has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for REDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with REDA. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

REDA and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from January 1, 2023 through December 31, 2025, the date of signature by the parties notwithstanding.
3. ***Compensation for Services.*** REDA agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of REDA. REDA will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third-party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by REDA. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third-party contractors unless otherwise agreed to by the parties in writing.
4. ***REDA Representative and Special Requirements:***
  - A. Housing and Economic Development Program Manager shall act as REDA’s representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define REDA’s policies and decisions with respect to the Work to be

47 performed under this Agreement, but shall not have the right to enter into contracts or  
48 make binding agreements on behalf of REDA with respect to the Work or this  
49 Agreement. REDA may change REDA's representative at any time by notifying the  
50 Consultant of such change in writing.

51  
52 B. In the event that REDA requires any special conditions or requirements relating to the  
53 Work and/or this Agreement, such special conditions and requirements are stated in  
54 Exhibit C attached hereto. The parties agree that such special conditions and  
55 requirements are incorporated into and made a binding part of this Agreement. The  
56 Consultant agrees to perform the Work in accordance with, and this Agreement shall  
57 be subject to, the conditions and requirements set forth in Exhibit C.

58  
59 5. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an  
60 itemized written invoice for Work performed under this Agreement during the previous  
61 month. Invoices submitted shall be paid in the same manner as other claims made to  
62 REDA. Invoices shall contain the following:

63  
64 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each  
65 employee, his or her name, job title, the number of hours worked, rate of pay for each  
66 employee, a computation of amounts due for each employee, and the total amount  
67 due for each project task. For all other Work, the Consultant shall provide a  
68 description of the Work performed and the period to which the invoice applies. For  
69 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an  
70 itemized listing and such documentation of such expenses as is reasonably required  
71 by REDA. In addition to the foregoing, all invoices shall contain, if requested by  
72 REDA, REDA's project number, a progress summary showing the original (or  
73 amended) amount of the Agreement, the current billing, past payments, the  
74 unexpended balance due under the Agreement, and such other information as REDA  
75 may from time to time reasonably require.

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86 residents of the City or others who are affected by the Work. If any Work to be  
87 performed by the Consultant is suspended in whole or in part by REDA, the  
88 Consultant shall be paid for any services performed prior to the delivery upon the  
89 Consultant of the written notice from REDA of such suspension.

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92 independent contractors and/or subcontractors only if REDA has authorized the

93 retention of and has agreed to pay such persons or entities pursuant to Section 3B  
94 above.

95  
96 6. **Project Manager and Staffing.** The Consultant has designated Ron Kresha, COO/CFO  
97 and Darren Varley, VP of Client Services and Creative Solutions (“Project Contacts”) to  
98 perform and/or supervise the Work, and as the persons for REDA to contact and  
99 communicate with regarding the performance of the Work. The Project Contacts shall be  
100 assisted by other employees of the Consultant as necessary to facilitate the completion of  
101 the Work in accordance with the terms and conditions of this Agreement. The Consultant  
102 may not remove or replace the Project Contacts without the prior approval of REDA.

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113 Agreement are subject to examination by REDA and either the Legislative Auditor or the  
114 State Auditor for a period of six (6) years after the effective date of this Agreement. The  
115 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
116 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
117 and other information in the possession of the Consultant.

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124 required to be paid by REDA under this Agreement) by the Consultant through and until  
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128 following the delivery of the termination notice, and REDA may, in addition to any other  
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130 or complete the Work to be performed hereunder.

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140 independent contractor and not an employee of REDA. No statement herein shall be  
141 construed so as to find the Consultant an employee of REDA.  
142
- 143 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall  
144 not discriminate against any person, contractor, vendor, employee or applicant for  
145 employment because of race, color, creed, religion, national origin, sex, marital status,  
146 status with regard to public assistance, disability, sexual orientation or age. The  
147 Consultant shall post in places available to employees and applicants for employment,  
148 notices setting forth the provisions of this non-discrimination clause and stating that all  
149 qualified applicants will receive consideration for employment. The Consultant shall  
150 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for  
151 Work done under this Agreement, and will require all of its subcontractors performing  
152 such Work to incorporate such requirements in all subcontracts for the performance of  
153 the Work. The Consultant further agrees to comply with all aspects of the Minnesota  
154 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act  
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- 157 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
158 obligations hereunder, without the prior written consent of REDA.  
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- 160 14. **Services Not Provided For.** REDA shall not be required to pay for any claim for services  
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- 163 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
164 state and local laws, statutes, ordinances, rules and regulations in the performance of the  
165 Work. The Consultant and REDA, together with their respective agents and employees,  
166 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes  
167 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
168 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the  
169 Work to be performed shall constitute a material breach of this Agreement and entitle  
170 REDA to immediately terminate this Agreement.  
171
- 172 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
173 not affect, in any respect, the validity of the remainder of this Agreement or either party's  
174 ability to enforce a subsequent breach.  
175  
176
- 177 17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend,  
178 indemnify and hold REDA, and its president, commissioners, officers, agents, employees  
179 and representatives harmless from and against all liability, claims, damages, costs,  
180 judgments, losses and expenses, including but not limited to reasonable attorney's fees,  
181 arising out of or resulting from any negligent or wrongful act or omission of the  
182 Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining  
183 to the performance or failure to perform the Work and against all losses resulting from

184 the failure of the Consultant to fully perform all of the Consultant's obligations under this  
 185 Agreement.

186  
 187 **18. Insurance.**

188  
 189 A. General Liability. Prior to starting the Work and during the full term of this  
 190 Agreement, the Consultant shall procure, maintain and pay for such insurance as will  
 191 protect against claims for bodily injury or death, and for damage to property,  
 192 including loss of use, which may arise out of operations by the Consultant or by any  
 193 subcontractor of the Consultant, or by anyone employed by any of them, or by anyone  
 194 for whose acts any of them may be liable. Such insurance shall include, but not be  
 195 limited to, minimum coverages and limits of liability specified in this Provision 18 or  
 196 such greater coverages and amounts as are required by law. Except as otherwise  
 197 stated below, the policies shall name REDA as an additional insured for the Work  
 198 provided under this Agreement and shall provide that the Consultant's coverage shall  
 199 be primary and noncontributory in the event of a loss.

200  
 201 B. The Consultant shall procure and maintain the following minimum insurance  
 202 coverages and limits of liability with respect to the Work:

203  
 204 Worker's Compensation: Statutory Limits  
 205  
 206 Commercial General Liability: \$1,000,000 per occurrence  
 207 \$1,500,000 general aggregate  
 208 \$1,000,000 products – completed operations  
 209 aggregate  
 210 \$5,000 medical expense  
 211  
 212 Comprehensive Automobile  
 213 Liability: \$1,000,000 combined single limit (shall include  
 214 coverage for all owned, hired and non-owned  
 215 vehicles.

216  
 217 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO  
 218 form CG 0001, and shall include the following:

- 219  
 220 (i) Personal injury with Employment Exclusion (if any) deleted;  
 221  
 222 (ii) Broad Form Contractual Liability coverage; and  
 223  
 224 (iii) Broad Form Property Damage coverage, including Completed Operations.  
 225

226 D. During the entire term of this Agreement, and for such period of time thereafter as is  
 227 necessary to provide coverage until all relevant statutes of limitations pertaining to  
 228 the Work have expired, the Consultant shall procure, maintain and pay for  
 229 professional liability insurance, satisfactory to REDA, which insures the payment of

230 damages for liability arising out of the performance of professional services for  
 231 REDA, in the insured's capacity as the Consultant, if such liability is caused by an  
 232 error, omission, or negligent act of the insured or any person or organization for  
 233 whom the insured is liable. Said policy shall provide an aggregate limit of at least  
 234 \$2,000,000.00. Said policy shall not name REDA as an insured.  
 235

236 E. The Consultant shall maintain in effect all insurance coverages required under this  
 237 Provision 18 at Consultant's sole expense and with insurance companies licensed to  
 238 do business in the state in Minnesota and having a current A.M. Best rating of no less  
 239 than A-, unless otherwise agreed to by REDA in writing. In addition to the  
 240 requirements stated above, the following applies to the insurance policies required  
 241 under this Provision:  
 242

243 (i) All policies, except the Professional Liability Insurance Policy, shall be  
 244 written on an "occurrence" form ("claims made" and "modified  
 245 occurrence" forms are not acceptable);  
 246

247 (ii) All policies, except the Professional Liability Insurance Policy and the  
 248 Worker's Compensation Policy, shall name "Roseville Economic  
 249 Development Authority" as an additional insured;  
 250

251 (iii) All policies, except the Professional Liability Insurance and Worker's  
 252 Compensation Policies, shall contain a waiver of subrogation naming  
 253 "Roseville Economic Development Authority."  
 254

255 (iv) All policies, except the Professional Liability Insurance Policy and the  
 256 Worker's Compensation Policy, shall insure the defense and indemnify  
 257 obligations assumed by Consultant under this Agreement; and  
 258

259 (v) All policies shall contain a provision that coverages afforded thereunder  
 260 shall not be canceled or non-renewed or restrictive modifications added,  
 261 without thirty (30) days prior written notice to REDA.  
 262

263  
 264 A copy of: (i) a certification of insurance satisfactory to REDA, and (ii) if requested,  
 265 the Consultant's insurance declaration page, riders and/or endorsements, as  
 266 applicable, which evidences the compliance with this Paragraph 18, must be filed  
 267 with REDA prior to the start of Consultant's Work. Such documents evidencing  
 268 insurance shall be in a form acceptable to REDA and shall provide satisfactory  
 269 evidence that the Consultant has complied with all insurance requirements. Renewal  
 270 certificates shall be provided to REDA at least 30 days prior to the expiration date of  
 271 any of the required policies. REDA will not be obligated, however, to review such  
 272 declaration page, riders, endorsements or certificates or other evidence of insurance,  
 273 or to advise Consultant of any deficiencies in such documents, and receipt thereof  
 274 shall not relieve the Consultant from, nor be deemed a waiver of, REDA's right to



275 enforce the terms of the Consultant's obligations hereunder. REDA reserves the right  
276 to examine any policy provided for under this Provision 18.  
277

278 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information  
279 generated in connection with the performance of this Agreement ("Information") shall  
280 become the property of REDA, but the Consultant may retain copies of such documents  
281 as records of the services provided. REDA may use the Information for any reasons it  
282 deems appropriate without being liable to the Consultant for such use. The Consultant  
283 shall not use or disclose the Information for purposes other than performing the Work  
284 contemplated by this Agreement without the prior consent of REDA.  
285

286 20. **Annual Review.** Prior to anniversary of each year of this Agreement, REDA shall have  
287 the right to conduct a review of the performance of the Work performed by the  
288 Consultant under this Agreement. The Consultant agrees to cooperate in such review and  
289 to provide such information as REDA may reasonably request. Following each  
290 performance review the parties shall, if requested by REDA, meet and discuss the  
291 performance of the Consultant relative to the remaining Work to be performed by the  
292 Consultant under this Agreement.  
293

294 21. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of  
295 REDA shall have a financial interest, direct or indirect, in this Agreement. The violation  
296 of this provision shall render this Agreement void.  
297

298 22. **Governing Law.** This Agreement shall be controlled by the laws of the State of  
299 Minnesota.  
300

301 23. **Counterparts.** This Agreement may be executed manually or electronically in multiple  
302 counterparts, each of which shall be considered an original.  
303

304 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
305 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
306 decision shall not affect the remaining provisions of this Agreement.  
307

308 25. **Notices.** Any notice to be given by either party upon the other under this Agreement  
309 shall be properly given: a) if delivered personally to the REDA Executive Director if such  
310 notice is to be given to REDA, or if delivered personally to an officer of the Consultant if  
311 such notice is to be given to the Consultant, b) if mailed to the other party by United  
312 States registered or certified mail, return receipt requested, postage prepaid, addressed in  
313 the manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
314 courier for overnight delivery to the other party addressed as follows:  
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316 If to REDA: Roseville Economic Development Authority  
317 Attn: Executive Director  
318 Roseville City Hall  
319 2660 Civic Center Drive  
320 Roseville, MN 55113

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If to Consultant: Golden Shovel Agency, LLC  
43 East Broadway, Suite 104  
Little Falls, MN 56345

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: \_\_\_\_\_.

344 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
345 of the date set forth above.

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ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

(NAME OF CONSULTANT)

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT A**

**Scope of Work**

\*Services:

- Marketing Strategy Creation
- Content Management System
  - Page Adding & Editing Functionality
  - Social Media Integration
  - User Training
  - 30 Hours Website Content Population
  - Search, Tracking & Report
- Content Creation and Maintenance:
  - Maintenance & Reports
  - Lead Forensics Tracking
  - Quarterly SEO
  - Monthly Golden Touch customer support & consultation
- Maintenance:
  - Hosting
  - Training
  - Software Updates
- Custom Website Copywriting

\* Golden Shovel does not provide Email Hosting services. Client will be responsible for maintaining Email Hosting services with the service provider that best suits their needs according to their requirements.

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**EXHIBIT B**  
**COMPENSATION**

**Compensation**

**Client shall pay Golden Shovel the sum of twelve thousand (\$12,600) annually with one-twelve of such sum, thousand (\$1,050), will be invoiced monthly for continuation of services (Hosting, Maintenance, Technical Support, Lead Forensics, and Content Management Service).**

**Any major changes to the project will require an addendum and no changes or additions will be made without Client's consent.**

In addition to the foregoing fees, Client agrees to pay any sales, use or value-added taxes, if any, applicable to the services provided hereunder. Payment is due upon receipt of invoice, and interest of 1.5% per month will be added to any unpaid balance 30 days after payment is due.

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 7<sup>th</sup> day of November, 2022, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and Center for Energy and Environment, a Minnesota nonprofit corporation (hereinafter “Consultant”).

### Preliminary Statement

REDA and the Consultant entered into a Standard Agreement for Professional Services dated as of January 1, 2020 (the “Prior Agreement”), pursuant to which the Consultant agreed to render certain legal, technical, and/or professional assistance in connection with REDA’s undertakings.

The Board of Commissioners of REDA has approved the establishment of certain loan programs within the City of Roseville (the “Loan Programs”) and has designated the Consultant to administer the Loan Programs in addition to the services previously designated in the Prior Agreement.

REDA has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for REDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with REDA. The purpose of this Agreement is to set forth the amended and restated terms and conditions for the performance of professional services by the Consultant, including the administration of the Loan Programs. The Prior Agreement is hereby amended and restated in its entirety as provided in this Agreement.

REDA and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services described in Exhibit A attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be effective upon the approval of the REDA Board of Commissioners, the date of signature by the parties notwithstanding, through the earlier of December 31, 2025, or the date of termination by REDA upon written notice thereof as provided in provision 9 hereof.
3. ***Compensation for Services.*** REDA agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:

- 45 A. Any changes in the Work which may result in an increase to the compensation due  
46 the Consultant shall require prior written approval of REDA. REDA will not pay  
47 additional compensation for Work that does not have such prior written approval.  
48
- 49 B. Third-party independent contractors and/or subcontractors may be retained by the  
50 Consultant when required by the complex or specialized nature of the Work when  
51 authorized in writing by REDA. The Consultant shall be responsible for and shall  
52 pay all costs and expenses payable to such third-party contractors unless otherwise  
53 agreed to by the parties in writing.  
54

55 4. ***REDA Representative and Special Requirements:***  
56

- 57 A. Director of Lending Services shall act as REDA's representative with respect to the  
58 Work to be performed under this Agreement. Such representative shall have  
59 authority to transmit instructions, receive information and interpret and define  
60 REDA's policies and decisions with respect to the Work to be performed under this  
61 Agreement, but shall not have the right to enter into contracts or make binding  
62 agreements on behalf of REDA with respect to the Work or this Agreement. REDA  
63 may change REDA's representative at any time by notifying the Consultant of such  
64 change in writing.  
65
- 66 B. In the event that REDA requires any special conditions or requirements relating to the  
67 Work and/or this Agreement, such special conditions and requirements are stated in  
68 Exhibit C attached hereto. The parties agree that such special conditions and  
69 requirements are incorporated into and made a binding part of this Agreement. The  
70 Consultant agrees to perform the Work in accordance with, and this Agreement shall  
71 be subject to, the conditions and requirements set forth in Exhibit C.  
72

73 5. ***Method of Payment.*** The Consultant shall submit to REDA, on a monthly basis, an  
74 itemized written invoice for Work performed under this Agreement during the previous  
75 month. Invoices submitted shall be paid in the same manner as other claims made to  
76 REDA. Invoices shall contain the following:  
77

- 78 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each  
79 employee, his or her name, job title, the number of hours worked, rate of pay for each  
80 employee, a computation of amounts due for each employee, and the total amount  
81 due for each project task. For all other Work, the Consultant shall provide a  
82 description of the Work performed and the period to which the invoice applies. For  
83 reimbursable expenses, if provided for in Exhibit A-23, the Consultant shall provide  
84 an itemized listing and such documentation of such expenses as is reasonably  
85 required by REDA. In addition to the foregoing, all invoices shall contain, if  
86 requested by REDA, REDA's project number, a progress summary showing the  
87 original (or amended) amount of the Agreement, the current billing, past payments,  
88 the unexpended balance due under the Agreement, and such other information as  
89 REDA may from time to time reasonably require.  
90

91 B. To receive any payment pursuant to this Agreement, the invoice must include the  
92 following statement dated and signed by the Consultant: "I declare under penalty of  
93 perjury that this account, claim, or demand is just and correct and that no part of it has  
94 been paid."  
95

96 C. The payment of invoices shall be subject to the following provisions:  
97

98 (i) REDA shall have the right to suspend the Work to be performed by the  
99 Consultant under this Agreement when it deems necessary to protect  
100 REDA, residents of the City or others who are affected by the Work. If  
101 any Work to be performed by the Consultant is suspended in whole or in  
102 part by REDA, the Consultant shall be paid for any services performed  
103 prior to the delivery upon the Consultant of the written notice from REDA  
104 of such suspension.  
105

106 (ii) The Consultant shall be reimbursed for services performed by any third-  
107 party independent contractors and/or subcontractors only if REDA has  
108 authorized the retention of and has agreed to pay such persons or entities  
109 pursuant to Section 3B above.  
110

111 6. **Project Manager and Staffing.** The Consultant has designated Director of Lending  
112 Services and Lending Center Staff ("Project Contacts") to perform and/or supervise the  
113 Work, and as the persons for REDA to contact and communicate with regarding the  
114 performance of the Work. The Project Contacts shall be assisted by other employees of  
115 the Consultant as necessary to facilitate the completion of the Work in accordance with  
116 the terms and conditions of this Agreement. The Consultant may not remove or replace  
117 the Project Contacts without the prior approval of REDA.  
118

119 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be  
120 in accordance with the normal standard of care in Ramsey County, Minnesota, for  
121 professional services of like kind to the Work being performed under this Agreement.  
122

123 8. **Audit Disclosure.** Any reports, information, data, and other written documents given to,  
124 or prepared or assembled by the Consultant under this Agreement which REDA requests  
125 to be kept confidential shall not be made available by the Consultant to any individual or  
126 organization without REDA's prior written approval. The books, records, documents and  
127 accounting procedures and practices of the Consultant or other parties relevant to this  
128 Agreement are subject to examination by REDA and either the Legislative Auditor or the  
129 State Auditor for a period of six (6) years after the effective date of this Agreement. The  
130 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
131 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
132 and other information in the possession of the Consultant.  
133

134 9. **Termination.** This Agreement may be terminated at any time by REDA, with or without  
135 cause, by delivering to the Consultant at the address of the Consultant set forth in  
136 Provision 26 below, a written notice at least ten (10) days prior to the date of such



137 termination. The date of termination shall be stated in the notice. Upon termination the  
138 Consultant shall be paid for services rendered (and reimbursable expenses incurred if  
139 required to be paid by REDA under this Agreement) by the Consultant through and until  
140 the date of termination so long as the Consultant is not in default under this Agreement.  
141 If REDA terminates the Agreement because the Consultant is in default of its obligations  
142 under this Agreement, no further payment shall be payable or due to the Consultant  
143 following the delivery of the termination notice, and REDA may, in addition to any other  
144 rights or remedies it may have at law or in equity, retain another consultant to undertake  
145 or complete the Work to be performed hereunder.  
146

- 147 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided  
148 under this Agreement without the express written consent of REDA. If subcontracts are  
149 approved and entered into, the Consultant shall promptly pay any subcontractor involved  
150 in the performance of this Agreement as required by, and the Consultant shall otherwise  
151 comply with, the State Prompt Payment Act.  
152
- 153 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an  
154 independent contractor and not an employee of REDA. No statement herein shall be  
155 construed so as to find the Consultant an employee of REDA.  
156
- 157 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall  
158 not discriminate against any person, contractor, vendor, employee, or applicant for  
159 employment because of race, color, creed, religion, national origin, sex, marital status,  
160 status with regard to public assistance, disability, sexual orientation, or age. The  
161 Consultant shall post in places available to employees and applicants for employment,  
162 notices setting forth the provisions of this non-discrimination clause and stating that all  
163 qualified applicants will receive consideration for employment. The Consultant shall  
164 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for  
165 Work done under this Agreement and will require all of its subcontractors performing  
166 such Work to incorporate such requirements in all subcontracts for the performance of  
167 the Work. The Consultant further agrees to comply with all aspects of the Minnesota  
168 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act  
169 of 1964, and the Americans with Disabilities Act.  
170
- 171 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
172 obligations hereunder, without the prior written consent of REDA.  
173
- 174 14. **Services Not Provided For.** REDA shall not be required to pay for any claim for services  
175 furnished by the Consultant not specifically provided for herein.  
176
- 177 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
178 state, and local laws, statutes, ordinances, rules, and regulations in the performance of the  
179 Work. The Consultant and REDA, together with their respective agents and employees,  
180 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes  
181 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
182 violation by the Consultant of statutes, ordinances, rules, and regulations pertaining to the

183 Work to be performed shall constitute a material breach of this Agreement and entitle  
 184 REDA to immediately terminate this Agreement.

185  
 186 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
 187 not affect, in any respect, the validity of the remainder of this Agreement or either party's  
 188 ability to enforce a subsequent breach.

189  
 190 17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend,  
 191 indemnify and hold REDA, and its president, commissioners, officers, agents, employees  
 192 and representatives harmless from and against all liability, claims, damages, costs,  
 193 judgments, losses and expenses, including but not limited to reasonable attorney's fees,  
 194 arising out of or resulting from any negligent or wrongful act or omission of the  
 195 Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining  
 196 to the performance or failure to perform the Work and against all losses resulting from  
 197 the failure of the Consultant to fully perform all of the Consultant's obligations under this  
 198 Agreement.

199  
 200 18. **Insurance.**  
 201  
 202 A. General Liability. Prior to starting the Work and during the full term of this  
 203 Agreement, the Consultant shall procure, maintain, and pay for such insurance as will  
 204 protect against claims for bodily injury or death, and for damage to property,  
 205 including loss of use, which may arise out of operations by the Consultant or by any  
 206 subcontractor of the Consultant, or by anyone employed by any of them, or by anyone  
 207 for whose acts any of them may be liable. Such insurance shall include, but not be  
 208 limited to, minimum coverages and limits of liability specified in this Provision 18 or  
 209 such greater coverages and amounts as are required by law. Except as otherwise  
 210 stated below, the policies shall name REDA as an additional insured for the Work  
 211 provided under this Agreement and shall provide that the Consultant's coverage shall  
 212 be primary and noncontributory in the event of a loss.

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 215 coverages and limits of liability with respect to the Work:

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 220 \$1,500,000 general aggregate  
 221 \$1,000,000 products – completed operations  
 222 aggregate  
 223 \$5,000 medical expense  
 224  
 225 Comprehensive Automobile  
 226 Liability: \$1,000,000 combined single limit (shall include  
 227 coverage for all owned, hired, and non-owned  
 228 vehicles

- 229 C. Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form  
230 CG 0001, and shall include the following:  
231
- 232 (i) Personal injury with Employment Exclusion (if any) deleted;
  - 233
  - 234 (ii) Broad Form Contractual Liability coverage; and
  - 235
  - 236 (iii) Broad Form Property Damage coverage, including Completed Operations.
  - 237
- 238 D. During the entire term of this Agreement, and for such period of time thereafter as is  
239 necessary to provide coverage until all relevant statutes of limitations pertaining to  
240 the Work have expired, the Consultant shall procure, maintain and pay for  
241 professional liability insurance, satisfactory to REDA, which insures the payment of  
242 damages for liability arising out of the performance of professional services for  
243 REDA, in the insured's capacity as the Consultant, if such liability is caused by an  
244 error, omission, or negligent act of the insured or any person or organization for  
245 whom the insured is liable. Said policy shall provide an aggregate limit of at least  
246 \$2,000,000.00. Said policy shall not name REDA as an insured.  
247
- 248 E. The Consultant shall maintain in effect all insurance coverages required under this  
249 Provision 18 at Consultant's sole expense and with insurance companies licensed to  
250 do business in the state in Minnesota and having a current A.M. Best rating of no less  
251 than A-, unless otherwise agreed to by REDA in writing. In addition to the  
252 requirements stated above, the following applies to the insurance policies required  
253 under this Provision:  
254
- 255 (i) All policies, except the Professional Liability Insurance Policy, shall be  
256 written on an "occurrence" form ("claims made" and "modified  
257 occurrence" forms are not acceptable);  
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  - 259 (ii) All policies, except the Professional Liability Insurance Policy and the  
260 Worker's Compensation Policy, shall name "Roseville Economic  
261 Development Authority" as an additional insured;  
262
  - 263 (iii) All policies, except the Professional Liability Insurance and Worker's  
264 Compensation Policies, shall contain a waiver of subrogation naming  
265 "Roseville Economic Development Authority."  
266
  - 267 (iv) All policies, except the Professional Liability Insurance Policy and the  
268 Worker's Compensation Policy, shall insure the defense and indemnify  
269 obligations assumed by Consultant under this Agreement; and  
270
  - 271 (v) All policies shall contain a provision that coverages afforded thereunder  
272 shall not be canceled or non-renewed or restrictive modifications added,  
273 without thirty (30) days prior written notice to REDA.  
274

275  
276 A copy of: (i) a certification of insurance satisfactory to REDA, and (ii) if requested,  
277 the Consultant's insurance declaration page, riders and/or endorsements, as  
278 applicable, which evidences the compliance with this Paragraph 18, must be filed  
279 with REDA prior to the start of Consultant's Work. Such documents evidencing  
280 insurance shall be in a form acceptable to REDA and shall provide satisfactory  
281 evidence that the Consultant has complied with all insurance requirements. Renewal  
282 certificates shall be provided to REDA at least 30 days prior to the expiration date of  
283 any of the required policies. REDA will not be obligated, however, to review such  
284 declaration page, riders, endorsements or certificates or other evidence of insurance,  
285 or to advise Consultant of any deficiencies in such documents, and receipt thereof  
286 shall not relieve the Consultant from, nor be deemed a waiver of, REDA's right to  
287 enforce the terms of the Consultant's obligations hereunder. REDA reserves the right  
288 to examine any policy provided for under this Provision 18.  
289

290 19. **Ownership of Documents.** All plans, diagrams, analysis, reports, and information  
291 generated in connection with the performance of this Agreement ("Information") shall  
292 become the property of REDA, but the Consultant may retain copies of such documents  
293 as records of the services provided. REDA may use the Information for any reasons it  
294 deems appropriate without being liable to the Consultant for such use. The Consultant  
295 shall not use or disclose the Information for purposes other than performing the Work  
296 contemplated by this Agreement without the prior consent of REDA.  
297

298 20. **Annual Review.** Prior to July 19 of each year of this Agreement, REDA shall have the  
299 right to conduct a review of the performance of the Work performed by the Consultant  
300 under this Agreement. The Consultant agrees to cooperate in such review and to provide  
301 such information as REDA may reasonably request. Following each performance review  
302 the parties shall, if requested by REDA, meet, and discuss the performance of the  
303 Consultant relative to the remaining Work to be performed by the Consultant under this  
304 Agreement.  
305

306 21. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of  
307 REDA shall have a financial interest, direct or indirect, in this Agreement. The violation  
308 of this provision shall render this Agreement void.  
309

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311 Minnesota.  
312

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314 counterparts, each of which shall be considered an original.  
315

316 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
317 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
318 decision shall not affect the remaining provisions of this Agreement.  
319

320 25. **Notices.** Any notice to be given by either party upon the other under this Agreement  
321 shall be properly given: a) if delivered personally to the REDA Executive Director if such  
322 notice is to be given to REDA, or if delivered personally to an officer of the Consultant if  
323 such notice is to be given to the Consultant, b) if mailed to the other party by United  
324 States registered or certified mail, return receipt requested, postage prepaid, addressed in  
325 the manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
326 courier for overnight delivery to the other party addressed as follows:  
327

328 If to REDA: Roseville Economic Development Authority  
329 Attn: Executive Director  
330 Roseville City Hall  
331 2660 Civic Center Drive  
332 Roseville, MN 55113  
333

334 If to Consultant: Center for Energy and Environment  
335 212 3<sup>rd</sup> Ave N, Ste 560  
336 Minneapolis, MN 55401  
337

338 Notices shall be deemed effective on the date of receipt if given personally, on the date of  
339 deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so  
340 delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to  
341 an overnight courier, the time for response to any notice by the other party shall  
342 commence to run one business day after the date of mailing or delivery to the courier.  
343 Any party may change its address for the service of notice by giving written notice of  
344 such change to the other party, in any manner above specified, 10 days prior to the  
345 effective date of such change.  
346

347 26. **Entire Agreement.** Unless stated otherwise in this Provision, the entire agreement of the  
348 parties is contained in this Agreement. This Agreement supersedes all prior oral  
349 agreements and negotiations between the parties relating to the subject matter hereof as  
350 well as any previous agreements presently in effect between the parties relating to the  
351 subject matter hereof. Any alterations, amendments, deletions, or waivers of the  
352 provisions of this Agreement shall be valid only when expressed in writing and duly  
353 signed by the parties, unless otherwise provided herein. The following agreements  
354 supplement and are a part of this Agreement: None.  
355

356 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
357 of the date set forth above.  
358

359  
360 ROSEVILLE ECONOMIC  
361 DEVELOPMENT AUTHORITY  
362

363  
364 \_\_\_\_\_  
365 President

366  
367 \_\_\_\_\_  
368 Executive Director

369  
370  
371  
372 CENTER FOR ENERGY AND  
373 ENVIRONMENT  
374

375  
376 By: \_\_\_\_\_  
377

378 Its: \_\_\_\_\_

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**EXHIBIT A**

**WORK**

The Consultant shall perform the following Work at the following locations:

**PROGRAM GUIDELINES**

This document includes guidelines for the Roseville Economic Development Authority  
**ROSEVILLE LOAN PROGRAMS**

## ROSEVILLE REVOLVING LOAN PROGRAM GUIDELINES

The Roseville Economic Development Authority (REDA) is making funds available for homeowners to make improvements to their properties. The Roseville Revolving Loan Program is designed to supplement existing loan programs available from MHFA, CEE, private lenders, and other housing resources. This program is not intended to be the sole source of improvement funds available to homeowners within the City. Center for Energy and Environment shall serve as the administrator for the Roseville Loan Program and will secure the most beneficial financing based on the borrower's needs independent of the funding source.

### Home Improvement Loan

**Interest Rate:** 4% fixed

**Amortization Type:** Amortizing (Monthly Payments Required)

**Loan Amount:** Minimum of \$2,000 and Maximum of \$40,000.

**Total Project Cost:** The borrower must have sufficient funds necessary to cover the cost of the entire project (as outlined in the bid(s)).

**Loan term:** Generally, one year per \$1,000 borrowed. This will be somewhat flexible depending on the size of the loan and the borrower's ability to repay the loan. The minimum term is 1 year; the maximum term will be 10 years.

**Eligible Properties:** 1- to 4-unit owner-occupied properties located within the geographical boundaries of the City of Roseville. Townhomes and condominiums are eligible. Property must have an Estimated Market Value at or below the Roseville median single-family home value x 110%. Value is updated annually. The City of Roseville's median single family home value for 2023 is \$335,400, so the maximum Estimated Market Value for 2023 is \$368,940 (\$335,400 x 110% is \$368,940).

The property must be at least 25 years old.

**Ineligible Properties:** Dwellings containing more than 4 units, cooperatives, properties held in trust and properties used for commercial purposes.

**Eligible Borrowers:** All borrowers must be legal residents of the United States, as evidenced by a social security number, including: U.S. Citizens, Permanent Resident Aliens, Non-Permanent Resident Aliens. TAX IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE.

**Ineligible Borrowers:** Including but not limited to: - Foreign Nationals, Non-Occupant Co-Borrowers, business entities and properties held in trust.

**Ownership/Occupancy:** Owner-occupied only.



461 **Loan - to - Value Ratio:** The ratio of all loans secured by the property, including the new loan, should not exceed  
462 110% of the property value. Half of the improvement value may be added to the initial property value.

463  
464 **Income Limit:** No maximum income limit.

465  
466 **Debt - to - Income Ratio:** 50%

467  
468 **Credit Requirements:** 1) All mortgage payments must be current and reflect no 30-day late payments history in  
469 the past 12-month period (without reasonable explanation). 2) All real estate taxes must be current. 3) No  
470 outstanding judgments or collections. 4) Any prior bankruptcy must have been discharged for at least 18  
471 months prior to loan closing. 5) The redemption period on prior foreclosures must have occurred at least 18  
472 months prior to the loan application date. 6) Generally, no more than two 60-day late payments on credit  
473 report (without reasonable explanation). 7) No defaulted government loans.

474  
475 **Multiple Loans per Property:** More than one loan per property is allowed; however, the outstanding balance(s)  
476 cannot exceed \$40,000.

477  
478 **Eligible Use of Funds:** Loans may be used to finance most interior and exterior improvements that improve the  
479 basic livability of the property. Garages, decks, porches, retaining walls, skylights, landscaping, and fences can  
480 be repaired, replaced, or built as new construction. Contractors must be properly licensed, and permits must be  
481 obtained when required.

482  
483 **Ineligible Use of Funds:** Payment for work initiated prior to the loan being approved and closed, unless due to  
484 emergency. Recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas,  
485 whirlpools, etc.), furniture, non-permanent appliances (unless part of a full kitchen remodel), and funds for  
486 working capital, debt service, homeowner labor or refinancing of existing debts are NOT eligible.

487  
488 **Bids:** A minimum of 1 bid is required; however, two bids are encouraged. All contractors must be properly  
489 licensed.

490  
491 **Sweat Equity / Homeowner Labor:** Work may be performed by property owners on a “sweat equity” basis.  
492 Loan funds may be used only for the purchase of materials, including rental of tools and equipment. Loan funds  
493 cannot be used to compensate for labor.

494  
495 **Home Energy Audits:** All homes are required to complete a Home Energy Audit through the Home Energy  
496 Squad (HES) prior to loan closing. The energy audit (within the past 3 years) is required for any type of home  
497 improvement, interior or exterior. Fees for the HES visit are not part of this program budget.

498  
499  
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501  
502 **Remodeling Advisor Visit (RAV):** The Remodeling Advisor Visit provides rehabilitation and/or remodeling advice  
503 upon request of the resident. The intent is to help residents improve their property by providing technical  
504 assistance before and during the bidding and construction process. All residents are eligible for this service  
505 regardless of whether they are applying for the Roseville Revolving Loan Program or not. This visit is not  
506 required.

507

508 **Post Installation Inspection:** Permits must be obtained and signed off by a City inspector where required; when  
 509 not required, a post-installation inspection will be performed by CEE to ensure the work has been completed  
 510 before any funds will be released.

511  
 512 **Loan Security:** All loans will be secured with a mortgage in favor of REDA. Borrower will pay all applicable title  
 513 and filing fees, which may be financed in the loan amount.

514  
 515 **Borrower Fees:** Borrower will be responsible for a 1% origination fee, document preparation fee, mortgage  
 516 filing and service fees, flood certificate and credit report fees all which may be financed in the loan amount.

517  
 518 **Underwriting Decision:** Applicants must have acceptable credit history. CEE will approve or deny loans based  
 519 on a credit report, income verification and other criteria as deemed necessary through CEE's underwriting  
 520 guidelines. CEE's decision shall be final. Appeals can be made to the Roseville Economic Development  
 521 Authority.

522  
 523 **Work Completion:** All work must be completed within 120 days of the loan closing. However, when warranted,  
 524 CEE may authorize exceptions on a case-by-case basis.

525  
 526

527

## Senior Deferred Loan

528

529

530

531 **Interest Rate:** 0%

532

533 **Loan Amount:** Minimum loan is \$5,000. Maximum loan is \$25,000 within any time period.

534

535 **Loan term:** The loan is 100% due upon sale, transfer of ownership, cash-out refinance, or cessation of  
 536 occupancy of the property as the borrower's primary residence.

537

538 **Eligible Properties:** Owner-occupied properties with up to 4 dwelling units located within the boundaries of the  
 539 City of Roseville. Condominiums, manufactured homes, and townhomes are eligible.

540

541 **Ineligible Properties:** Dwellings that contain more than 4 units, cooperatives, properties held in trust and  
 542 properties used for commercial purposes.

543

544 **Eligible Borrowers:** At least one borrower must be at least 62 years of age. All borrowers must be legal  
 545 residents of the United States, as evidenced by a social security number, Including: U.S. Citizens, Permanent  
 546 Resident Aliens, Non-Permanent Resident Aliens. TAX IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE

547

548 **Ineligible Borrowers:** Include, but are not limited to: nonresident owners, non-occupant co-borrowers,  
 549 business entities and properties held in trust.

550

551 **Ownership / Occupancy:** Owner-occupied. Contracts for deed are eligible.

552

553 **Loan- to-Value Ratio:** 110%

554

555 **Income Limit:** No income limits.

556

557 **Debt- to-Income Ratio:** Not applicable

558 **Multiple Loans per Property/Borrower:** Multiple Senior Deferred Loans are allowed if the outstanding balance  
559 is within the maximum loan limit.

560  
561 **Eligible Improvements:** A property inspection is required to determine project eligibility. If there are no  
562 outstanding code violations or health and safety concerns, the loan may be used to finance most interior and  
563 exterior improvements that improve the basic livability of the property. Garages, decks, porches, retaining  
564 walls, skylights, landscaping, and fences can be repaired, replaced, or built as new construction. Contractors  
565 must be properly licensed, and permits must be obtained when required.

566  
567 **Ineligible Improvements:** Work initiated prior to the loan being approved and closed. Personal property items,  
568 including appliances, furniture, hot tubs, swimming pools, and other luxury items, exterior plumbing (e.g.,  
569 sprinkler systems), non-permanent landscaping fixtures (e.g., potted plants, furniture, bird feeders), repairs to  
570 property used for business or trade purposes, refinancing of existing indebtedness, and labor costs of borrowers  
571 and/or residents are ineligible. CEE will refer the borrower to REDA whenever eligibility of an improvement  
572 project is in question.

573  
574 **Bidding:** 1 bid is required. Bids must detail the scope of the work to be completed, the associated cost(s) and  
575 any rebates. All contractors must be properly licensed.

576  
577 **Sweat Equity:** Not permitted

578  
579 **Property Inspection:** Required. Eligible improvements will be determined through an analysis of the inspection  
580 of the property. A CEE representative will perform the analysis to prioritize the project eligibility.

581  
582 **Post-Installation Inspection:** Properties are subject to a post-installation inspection by a CEE representative  
583 when a permit is not required. Where a permit is required, the work must be signed off by a City inspector prior  
584 to release of funds.

585  
586 **Work Completion:** All work must be completed within 120 days of loan closing. Extensions may be granted by  
587 CEE.

588  
589 **Borrower Fees:** Borrower will be responsible for a 1% origination fee, document preparation fee, title work,  
590 mortgage filing and service fees, flood certificate, credit report fees and any other applicable fees. All may be  
591 financed in the loan amount.

592  
593 **Underwriting Decision:** Borrowers must be current on all mortgage payments and property taxes.

594  
595 **Loan Security:** All loans will be secured with a mortgage (lien for manufactured homes) in favor of REDA.

596  
597  
598  
599 **Down-payment Assistance Deferred Loan**

600  
601  
602  
603 **Interest Rate:** 0%

604

605 **Loan Amount:** Maximum of \$25,000.

606

607 **Total Project Cost:** It is the borrower's responsibility to obtain the amount of funds necessary to purchase the  
608 property in accordance with the primary lender's mortgage guidelines.

609

610 **Loan term:** The Deferred Loan is 100% due when the borrower sells, transfers ownership or no longer occupies  
611 the property as the borrower's primary residence.

612

613 **Eligible Properties:** Owner-occupied properties with up to 4 dwelling units located within the boundaries of the  
614 City of Roseville. Condominiums and townhomes are eligible. Property must have an Estimated Market Value at  
615 or below the Roseville median value x 110%. Value is updated annually. The current Roseville median value is  
616 \$335,400, for a maximum value of \$368,940 (\$335,400 x 110% is \$368,940).

617

618 **Ineligible Properties:** Dwellings that contain more than 4 units, cooperatives, properties held in trust and  
619 properties used for commercial purposes.

620

621 **Eligible Borrowers:** Borrower(s) must be a **First-Generation Homebuyer** and must sign the First-Generation  
622 Homebuyer Affidavit. The homebuyer(s) **MUST** attend a Home Stretch workshop or other valid homebuyer's  
623 course offered through a HUD approved counseling agency. All borrowers must be legal residents of the United  
624 States, as evidenced by a social security number, including: U.S. Citizens, Permanent Resident Aliens, and Non-  
625 Permanent Resident Aliens. TAX IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE.

626

627 **Ineligible Borrowers:** Include but are not limited to: Foreign Nationals, Non-Occupant Co-Borrowers, business  
628 entities, and Properties held in trust.

629

630 **Ownership/Occupancy:** Owner- occupied only.

631

632 **Loan to Value Ratio** N/A

633

634 **Income Limit:** 100% AMI based on household size and adjusted gross income from the most recent tax return.  
635 If a tax return is not required to be filed by the borrower(s) then income will be determined by projected  
636 household income over the next 12 months.

637

638 **Documentation Requirements:**

639

- Copy of purchase agreement
- Commitment letter/approval for first mortgage
- Copy of Title Commitment
- Copy of Initial Loan Estimate for first mortgage
- Value of home (property tax or appraisal)
- Certification of Home Stretch Homebuyers (or another valid course) course completed

640

641

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650

651 **Disbursement Process:** Loan funds will be made payable and delivered to the title/closing agent. The down  
652 payment and closing cost assistance deferred loan will be signed at closing of the purchase mortgage.  
653  
654

## 655 **Manufactured Home Loan**

656  
657  
658  
659 **Interest Rate:** 4% fixed

660  
661  
662 **Amortization Type:** Amortizing (Monthly Payments Required)

663  
664 **Loan Amount:** Minimum of \$500 and Maximum of \$10,000.

665  
666 **Total Project Cost:** It is the borrower's responsibility to obtain the amount of funds necessary to finance the  
667 entire cost of the work. In the event the final cost exceeds the requested loan amount, the borrower must  
668 obtain the additional funds and show verification of the additional funds to be approved for the loan.  
669

670 **Loan term:** Generally, one year per \$1,000 borrowed. This will be somewhat flexible depending on the size of  
671 the loan and the borrower's ability to repay the loan. The minimum term is 1 year; the maximum term will be  
672 10 years.

673  
674 **Eligible Properties:** Residential manufactured homes located with the geographical boundaries of the City of  
675 Roseville.

### 676 **Ineligible Properties:**

- 677 • Non-owner-occupied
- 678 • Properties used for commercial purposes
- 679 • Properties held in trust

680  
681  
682 **Eligible Borrowers:** All borrowers must be legal residents of the United States, as evidenced by a social security  
683 number, including: U.S. Citizens, Permanent Resident Aliens, Non-Permanent Resident Aliens. TAX  
684 IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE.

685  
686 **Ineligible Borrowers:** Include but are not limited to: Foreign Nationals, Non-Occupant Co-Borrowers, business  
687 entities, and Properties held in trust.

688  
689 **Ownership/Occupancy:** Owner- occupied only.

690  
691 **Loan - to - Value Ratio:** N/A

692  
693 **Income Limit:** No maximum income limit.

694  
695 **Debt - to - Income Ratio:** 50%.

696

697 **Credit Requirements:** 1) All mortgage or lien payments must be current and reflect no 30-day late payment  
698 history in the past 12-month period (without reasonable explanation). 2) All lot rent payments must be current.  
699 3) No outstanding judgments or collections. 4) Bankruptcy must have been discharged for at least 18 months  
700 prior to loan closing. 5) The redemption period on prior foreclosures must have occurred at least 18 months  
701 prior to the loan application date. 6) Generally, no more than two 60-day late payments on credit report  
702 (without reasonable explanation). 7) No defaulted government loans.

703  
704 **Multiple Loans per Property:** More than one loan per property is allowed; however, the outstanding balance(s)  
705 cannot exceed \$10,000.

706  
707 **Eligible Use of Funds:** Loans may be used to finance most interior and exterior improvements that improve the  
708 basic livability of the property. Garages, decks, porches, retaining walls, skylights, landscaping, and fences can  
709 be repaired, replaced, or built as new construction. Contractors must be properly licensed, and permits must be  
710 obtained when required.

711  
712 **Ineligible Use of Funds:** Payment for work initiated prior to the loan being approved and closed, unless due to  
713 emergency. Recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas,  
714 whirlpools, etc.), furniture, non-permanent appliances (unless part of a full kitchen remodel), and funds for  
715 working capital, debt service, homeowner labor, or the refinancing of existing debts are NOT eligible.

716  
717 **Bids:** 1 bid is required. Bids must detail the scope of the work to be completed, the associated cost(s) and any  
718 rebates. All contractors must be properly licensed.

719  
720 **Sweat Equity / Homeowner Labor:** Work may be performed by property owners on a “sweat equity” basis.  
721 Loan funds may be used only for the purchase of materials, including rental of tools and equipment. Loan funds  
722 cannot be used to compensate for labor.

723  
724 **Remodeling Advisor Visit (RAV):** The Remodeling Advisor Visit provides rehabilitation and/or remodeling advice  
725 upon request of the resident. The intent is to help residents improve their property by providing technical  
726 assistance before and during the bidding and construction process. All residents are eligible for this service  
727 regardless of whether they are applying for the Roseville Revolving Loan Program. This visit is not required.

728  
729 **Post-Installation Inspection:** Permits must be obtained and signed off by a City inspector where required; when  
730 not required, a post-installation inspection will be performed by CEE to ensure the work has been completed  
731 before any funds will be released.

732  
733 **Loan Security:** All loans will be secured with a lien in favor of REDA.

734  
735 **Borrower Fees:** Borrower will be responsible for a 1% origination fee, document preparation fee, lien filing and,  
736 flood certificate and credit report fees all which may be financed in the loan amount.

737  
738 **Work Completion:** All work must be completed within 120 days of the loan closing. However, when warranted,  
739 CEE may authorize exceptions on a case-by-case basis.

740  
741

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744

745

### Emergency Deferred Loan

746 **Interest Rate:** 0%

747

748 **Loan Amount:** Minimum loan is \$500. Maximum loan is \$10,000 within any time period.

749

750 **Loan term:** The loan is 100% due when the borrower sells, transfers ownership or no longer occupies the  
751 property as the borrower's primary residence.

752

753 **Eligible Properties:** Owner-occupied properties with up to 4 dwelling units located within the boundaries of the  
754 City of Roseville. Condominiums, mobile homes, and townhomes are eligible.

755

756 **Ineligible Properties:** Dwellings containing more than 4 units, cooperatives, properties held in trust and  
757 properties used for commercial purposes.

758

759 **Eligible Borrowers:** All borrowers must be legal residents of the United States, as evidenced by a social security  
760 number, including: U.S. Citizens, Permanent Resident Aliens, Non-Permanent Resident Aliens. TAX  
761 IDENTIFICATION NUMBERS (ITIN) ARE NOT ACCEPTABLE. The borrower must not be eligible for any other  
762 financing administered by CEE in order to obtain an Emergency Program loan.

763

764 **Ineligible Borrowers:** Include, but are not limited to: nonresident owners, non-occupant co-borrowers,  
765 business entities and properties held in trust.

766

767 **Ownership / Occupancy:** Owner-occupied. Contracts for deed are eligible.

768

769 **Loan- to-Value Ratio:** 110%

770

771 **Income Limit:** Household income must be less than 115% of HUD Area Median Income based on household size  
772 and adjusted income from most recent tax return. If a tax return is not filed, the income will be based on  
773 projected annual gross income.

774

775 **Debt- to-Income Ratio:** Not applicable

776 **Multiple Loans per Property/Borrower:** Multiple Emergency Deferred Loans are allowed if the outstanding  
777 balance is within the overall maximum loan limit.

778

779 **Eligible Improvements:** An emergency is defined as an existing condition that makes a house uninhabitable, is  
780 dangerous to the occupants, or is capable of causing severe health problems. Repairs that will remedy such  
781 emergency repairs are eligible. Examples of eligible repairs include, but are not limited to, water lines, sewer  
782 service, fire hazards, repair to exterior steps, railings, retaining walls, water seepage into basement, structural  
783 problems, or replacement of a furnace or water heater.

784

785 Repairs that remedy code violations, and those needed to address home repairs before they significantly de-  
786 value the home and become much more serious problems, are also eligible whether or not the city has issued a  
787 code violation. Examples of eligible repairs include, but are not limited to, leakage around windows, rotting  
788 fascia, holes in siding, roof leakage, crumbling brick or concrete and deteriorated retaining walls. CEE will  
789 determine eligibility of projects.

790

791 **Ineligible Improvements:** Work initiated prior to the loan being approved and closed. Personal property items,  
792 including appliances, furniture, hot tubs, swimming pools, and other luxury items, exterior plumbing (e.g.,  
793 sprinkler systems), non-permanent landscaping fixtures (e.g., potted plants, furniture, bird feeders), repairs to

794 property used for business or trade purposes, refinancing of existing indebtedness, and labor costs of borrowers  
 795 and/or residents are not eligible. CEE will refer borrower to REDA whenever eligibility of an improvement  
 796 project is questionable.

797  
 798 **Bidding:** 1 bid is required. Bids must detail the scope of the work to be completed, the associated cost(s) and  
 799 any rebates. All contractors must be properly licensed.

800  
 801 **Sweat Equity:** Not permitted

802  
 803 **Property Inspection:** Required. Eligible improvements will be determined through an analysis of the emergency  
 804 condition of the property. A CEE representative will perform the analysis to determine the project eligibility.

805  
 806 **Post-Installation Inspection:** Properties are subject to a post-installation inspection by a CEE representative  
 807 when a permit is not required. Where a permit is required, the work must be signed off by a City inspector prior  
 808 to release of funds.

809  
 810 **Work Completion:** All work must be completed within 30 days of loan closing. Extensions may be granted by  
 811 CEE.

812  
 813 **Borrower Fees:** Borrower will be responsible for a 1% origination fee, document preparation fee, title work,  
 814 mortgage filing and service fees, flood certificate, credit report fees and any other applicable fees. All may be  
 815 financed in the loan amount.

816  
 817 **Underwriting Decision:** Borrowers must be current on all mortgage payments and property taxes. CEE will  
 818 review the application and submitted documentation for consideration for other home improvement programs  
 819 prior to considering the application for the Emergency Deferred Loan. CEE will approve or deny loans based on  
 820 income verification and other criteria. This is a last resort program. The borrower must not be eligible for any  
 821 other financing administered by CEE to obtain an Emergency Deferred loan. CEE's decision shall be final.

822  
 823 **Loan Security:** All loans will be secured with a mortgage (lien if a manufactured home) in favor of REDA.

824  
 825  
 826 **General Program Guidelines**

827  
 828 **Application Processing:** Loans will be distributed on a first-come, first-served basis as borrowers qualify.  
 829 **Applicants must provide a completed application package including the following to be considered for**  
 830 **funding.**

- 831     ➤ Completed and signed application form
- 832     ➤ Proof of income
- 833     ➤ Bids or estimates for proposed projects
- 834     ➤ Other miscellaneous documents loan officers may require.

835 **Contractors/Permits:** Contractors must be properly licensed to work in the City of Roseville. Permits must be  
 836 obtained when required by city ordinance.

837  
 838 **Program Costs:** Loan origination, post installation inspection and remodeling advisor visit fees will be paid out  
 839 of the Program Budget. Loan program marketing efforts will be billed directly to REDA and are a separate



840 expense should the REDA choose to commission CEE for marketing support. Borrowers will pay all mortgage  
841 filing fees and related closing costs.

842

843 **Disbursement Process:** Payment to the contractor (or owner in sweat equity situations) will be made upon  
844 completion of work. An inspection will be performed by a City Inspector and/or CEE to verify the completion of  
845 the work. The following items must be received prior to final disbursement of funds:

846 • Final invoice or proposal from contractor (or materials list from supplier);

847 • Final inspection verification by a City Inspector (or CEE);

848 • Completion certificate(s) signed by borrower and contractor;

849 • Lien waiver for entire cost of work;

850 • Evidence of City permit (if required)

**EXHIBIT B**

**COMPENSATION**

REDA shall pay the Consultant the amount of as identified below per each loan closed or inspection for the Work to be performed, which amount is comprised of the following:

**ROSEVILLE LOAN PROGRAM BUDGET**

<b>A.</b>	<b><u>Loan Program Budget Allocation (includes Origination Fees, Annual Administration, Post Installation, and Inspections):</u></b>	<b>\$622,863 balance as of 10/6/2022</b>
<b>B.</b>	<b><u>Remodeling Advisor Visit Budget</u></b>	<b>\$15,000</b>

**Budget Notes:**

1. Funds to be transferred between Budget Categories in this Exhibit that do not change the Total Contract Amount must be approved in writing by the REDA.
2. Services performed by CEE will initially be funded from the Total Program Budget as stated above and paid in accordance with the following schedule.

(1) Origination Fee (Home Improvement, Sr. Deferred, Mobile Home and Emergency Deferred)	\$750.00 per loan closed
(2) Down Payment Assistance Deferred Loan	\$950 per loan closed
(3) Post Installation Inspection	\$150.00 per inspection
(4) Remodeling Advisor Visit	\$250.00 per inspection
(5) Annual Administration Fee	\$5,000 annually

The Annual Administration Fee shall be payable on January 1<sup>st</sup> of each year the contract is active.

3. **Loan Servicing**  
The REDA will contract directly with CEE.
4. **Marketing**  
Marketing efforts will be supported by CEE and marketing costs are not included in the administrative budget. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to the labor of all program marketing. CEE will also be reimbursed by the REDA for any non-labor, out-of-pocket expenses relating to these services on a dollar-for-dollar basis.

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 7<sup>th</sup> day of November 2022, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and Metropolitan Consortium of Community Developers, a Minnesota nonprofit corporation (hereinafter “Consultant”).

### Preliminary Statement

REDA has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for REDA projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with REDA. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

REDA and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services described in Exhibit A attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from January 1, 2023 through December 31, 2025, the date of signature by the parties notwithstanding or the date of termination by either party upon 30-day written notice thereof as provided in Provision 7 hereof.
3. ***Compensation for Services.*** REDA agrees to pay the Consultant the compensation described in Exhibit A attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of REDA. REDA will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third-party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by REDA. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third-party contractors unless otherwise agreed to by the parties in writing.
4. ***REDA Representative and Special Requirements:***
  - A. Housing and Economic Development Program Manager shall act as REDA’s representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and

47 interpret and define REDA's policies and decisions with respect to the Work to be  
48 performed under this Agreement, but shall not have the right to enter into contracts or  
49 make binding agreements on behalf of REDA with respect to the Work or this  
50 Agreement. REDA may change REDA's representative at any time by notifying the  
51 Consultant of such change in writing.  
52

53 B. In the event that REDA requires any special conditions or requirements relating to the  
54 Work and/or this Agreement, such special conditions and requirements are stated in  
55 Exhibit C attached hereto. The parties agree that such special conditions and  
56 requirements are incorporated into and made a binding part of this Agreement. The  
57 Consultant agrees to perform the Work in accordance with, and this Agreement shall  
58 be subject to, the conditions and requirements set forth in Exhibit C.  
59

60 5. ***Method of Payment.***

61 The Consultant shall submit to REDA, within ten business days after the closing of any loan  
62 made under this Agreement, an initial report detailing the principal amount of such loan and the  
63 principal repayment schedule for such loan. The Consultant shall remit to REDA on a monthly  
64 basis all principal received pursuant to each outstanding loan, along with an updated principal  
65 repayment schedule for each outstanding loan, beginning on the first day of the first full month  
66 in which any loan has been closed and is outstanding.  
67  
68

69 6. ***Project Manager and Staffing.*** The Consultant has designated Ramsey County Open to  
70 Business Advisor and Director of Small Business Development ("Project Contacts") to  
71 perform and/or supervise the Work, and as the persons for REDA to contact and  
72 communicate with regarding the performance of the Work. The Project Contacts shall be  
73 assisted by other employees of the Consultant as necessary to facilitate the completion of  
74 the Work in accordance with the terms and conditions of this Agreement. The Consultant  
75 may not remove or replace the Project Contacts without the prior approval of REDA.  
76

77 7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be  
78 in accordance with the normal standard of care in Ramsey County, Minnesota, for  
79 professional services of like kind.  
80

81 8. ***Audit Disclosure.*** Any reports, information, data, and other written documents given to,  
82 or prepared or assembled by the Consultant under this Agreement which REDA requests  
83 to be kept confidential shall not be made available by the Consultant to any individual or  
84 organization without REDA's prior written approval. The books, records, documents and  
85 accounting procedures and practices of the Consultant or other parties relevant to this  
86 Agreement are subject to examination by REDA and either the Legislative Auditor or the  
87 State Auditor for a period of six (6) years after the effective date of this Agreement. The  
88 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
89 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
90 and other information in the possession of the Consultant.  
91

- 92 9. **Termination.** This Agreement may be terminated at any time by either party, with or  
93 without cause, by delivering to the other party at the address of such party set forth in  
94 Provision 26 below, a written notice at least ten (10) days prior to the date of such  
95 termination. The date of termination shall be stated in the notice. Upon termination the  
96 Consultant shall be paid for services rendered (and reimbursable expenses incurred if  
97 required to be paid by REDA under this Agreement) by the Consultant through and until  
98 the date of termination so long as the Consultant is not in default under this Agreement.  
99 If REDA terminates the Agreement because the Consultant is in default of its obligations  
100 under this Agreement, no further payment shall be payable or due to the Consultant  
101 following the delivery of the termination notice, and REDA may, in addition to any other  
102 rights or remedies it may have at law or in equity, retain another consultant to undertake  
103 or complete the Work to be performed hereunder.  
104
- 105 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided  
106 under this Agreement without the express written consent of REDA. If subcontracts are  
107 approved and entered into, the Consultant shall promptly pay any subcontractor involved  
108 in the performance of this Agreement as required by, and the Consultant shall otherwise  
109 comply with, the State Prompt Payment Act.  
110
- 111 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an  
112 independent contractor and not an employee of REDA. No statement herein shall be  
113 construed so as to find the Consultant an employee of REDA.  
114
- 115 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall  
116 not discriminate against any person, contractor, vendor, employee, or applicant for  
117 employment because of race, color, creed, religion, national origin, sex, marital status,  
118 status with regard to public assistance, disability, sexual orientation, or age. The  
119 Consultant shall post in places available to employees and applicants for employment,  
120 notices setting forth the provisions of this non-discrimination clause and stating that all  
121 qualified applicants will receive consideration for employment. The Consultant shall  
122 incorporate the foregoing requirements of this Provision 12 in all its subcontracts for  
123 Work done under this Agreement and will require all its subcontractors performing such  
124 Work to incorporate such requirements in all subcontracts for the performance of the  
125 Work. The Consultant further agrees to comply with all aspects of the Minnesota Human  
126 Rights Act, Minnesota Statutes, Sections 363.01, et. seq., Title VI of the Civil Rights Act  
127 of 1964, and the Americans with Disabilities Act.  
128
- 129 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
130 obligations hereunder, without the prior written consent of REDA.  
131
- 132 14. **Services Not Provided For.** REDA shall not be required to pay for any claim for services  
133 furnished by the Consultant not specifically provided for herein.  
134
- 135 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
136 state, and local laws, statutes, ordinances, rules, and regulations in the performance of the  
137 Work. The Consultant and REDA, together with their respective agents and employees,

138 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes,  
 139 Chapter 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
 140 violation by the Consultant of statutes, ordinances, rules, and regulations pertaining to the  
 141 Work to be performed shall constitute a material breach of this Agreement and entitle  
 142 REDA to immediately terminate this Agreement.  
 143

144 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
 145 not affect, in any respect, the validity of the remainder of this Agreement or either party's  
 146 ability to enforce a subsequent breach.  
 147

148 17. **Indemnification.** To the fullest extent permitted by law, the parties shall indemnify and  
 149 hold harmless each other and their officials, agents, and employees from and against all  
 150 liability, claims, damages, costs, judgments, losses and expenses, including but not  
 151 limited to reasonable attorney's fees, arising out of or resulting from any negligent or  
 152 wrongful act or omission of the respective parties in the performance or failure to  
 153 perform the services under this Agreement.  
 154

155 18. **Insurance.**  
 156

157 A. General Liability. Prior to starting the Work and during the full term of this  
 158 Agreement, the Consultant shall procure, maintain, and pay for such insurance as will  
 159 protect against claims for bodily injury or death, and for damage to property,  
 160 including loss of use, which may arise out of operations by the Consultant or by any  
 161 subcontractor of the Consultant, or by anyone employed by any of them, or by anyone  
 162 for whose acts any of them may be liable. Such insurance shall include, but not be  
 163 limited to, minimum coverages and limits of liability specified in this Provision 18 or  
 164 such greater coverages and amounts as are required by law. Except as otherwise  
 165 stated below, the policies shall name REDA as an additional insured for the Work  
 166 provided under this Agreement and shall provide that the Consultant's coverage shall  
 167 be primary and noncontributory in the event of a loss.  
 168

169 B. The Consultant shall procure and maintain the following minimum insurance  
 170 coverages and limits of liability with respect to the Work:  
 171

172	Worker's Compensation:	Statutory Limits
173		
174	Commercial General Liability:	\$1,000,000 per occurrence
175		\$1,500,000 general aggregate
176		\$1,000,000 products – completed operations
177		aggregate
178		\$5,000 medical expense
179		
180	Comprehensive Automobile	
181	Liability:	\$1,000,000 combined single limit (shall include
182		coverage for all owned, hired, and non-owned
183		vehicles.

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- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- (i) Personal injury with Employment Exclusion (if any) deleted;
  - (ii) Broad Form Contractual Liability coverage; and
  - (iii) Broad Form Property Damage coverage, including Completed Operations.
- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to REDA, which insures the payment of damages for liability arising out of the performance of professional services for REDA, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name REDA as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by REDA in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "Roseville Economic Development Authority" as an additional insured;
  - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "Roseville Economic Development Authority."
  - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
  - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to REDA.

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F. A copy of: (i) a certification of insurance satisfactory to REDA, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with REDA prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to REDA and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to REDA at least 30 days prior to the expiration date of any of the required policies. REDA will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, REDA's right to enforce the terms of the Consultant's obligations hereunder. REDA reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports, and information generated in connection with the performance of this Agreement ("Information") shall become the property of REDA, but the Consultant may retain copies of such documents as records of the services provided. REDA may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of REDA.
20. **Annual Review.** Prior to September 1 of each year of this Agreement, REDA shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as REDA may reasonably request. Following each performance review the parties shall, if requested by REDA, meet, and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of REDA and no member of the Board of REDA shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed manually or electronically in multiple counterparts, each of which shall be considered one and the same instrument.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.



276 25. **Notices.** Any notice to be given by either party upon the other under this Agreement  
 277 shall be properly given: a) if delivered personally to the REDA Executive Director if such  
 278 notice is to be given to REDA, or if delivered personally to an officer of the Consultant if  
 279 such notice is to be given to the Consultant, b) if mailed to the other party by United  
 280 States registered or certified mail, return receipt requested, postage prepaid, addressed in  
 281 the manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
 282 courier for overnight delivery to the other party addressed as follows:  
 283

284 If to REDA: Roseville Economic Development Authority  
 285 Attn: Executive Director  
 286 Roseville City Hall  
 287 2660 Civic Center Drive  
 288 Roseville, MN 55113  
 289

290 If to Consultant: Metropolitan Consortium of Community Developers  
 291 3137 Chicago Avenue,  
 292 Minneapolis, MN 55407  
 293

294 Notices shall be deemed effective on the date of receipt if given personally, on the date of  
 295 deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so  
 296 delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to  
 297 an overnight courier, the time for response to any notice by the other party shall  
 298 commence to run one business day after the date of mailing or delivery to the courier.  
 299 Any party may change its address for the service of notice by giving written notice of  
 300 such change to the other party, in any manner above specified, 10 days prior to the  
 301 effective date of such change.  
 302

303 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of  
 304 the parties is contained in this Agreement. This Agreement supersedes all prior oral  
 305 agreements and negotiations between the parties relating to the subject matter hereof as  
 306 well as any previous agreements presently in effect between the parties relating to the  
 307 subject matter hereof. Any alterations, amendments, deletions, or waivers of the  
 308 provisions of this Agreement shall be valid only when expressed in writing and duly  
 309 signed by the parties, unless otherwise provided herein. The following agreements  
 310 supplement and are a part of this Agreement: none.  
 311

312 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
313 of the date set forth above.

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ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

METROPOLITAN CONSORTIUM OF  
COMMUNITY DEVELOPERS

By: \_\_\_\_\_

Its: \_\_\_\_\_

337 **EXHIBIT A**

338 **WORK**

339 The Consultant shall perform the following Work at the following locations:

340

341 **MCCD/Open to Business and City of Roseville Loan**

342 **Program**

343 **2% Roseville Loan Fund**

344 The Roseville Economic Development Authority (REDA) 2% Loan fund is a program that is

345 intended for businesses who are located or looking to locate in the City of Roseville. The funds

346 can be used for building improvements, start-up, or equipment purchase. An applicant would

347 have to provide equity for a minimum of 10% of the overall project cost. MCCD may finance

348 50% of the overall loan amount, subject to organizational policies. The terms of the loan are set

349 by MCCD and fees may vary. The cost for REDA's portion is 1% origination fee (minimum of

350 \$100) due at closing, paid by the borrower.

351 MCCD, as servicer of the loan, may have additional limitations, including available loan amount

352 and target population. The REDA 2% Loan Program is intended to facilitate business loans to

353 entrepreneurs and other business owners for proposed uses that private lenders are not willing to

354 finance, or that would require further financing assistance beyond what the market will provide.

355 REDA loan principal is transferred by REDA to MCCD before closing.

356 REDA loan principal is repaid to REDA and interest is retained by MCCD.

357 Collateral: Shared position with REDA and MCCD

358 Blended interest approach,

359 A blend of MCCD's interest rate on its portion and 2% interest rate from REDA

360 on its portion. This would result in a blended lower rate.

361 Example: MCCD \$50,000 @ 7%. REDA \$50,000 @ 2%. This would equal a

362 total blended interest rate of

$$363 \quad \$50,000 \times .07 = \$3,500 \qquad \$50,000 \times .02 = \$1,000$$

$$364 \quad \$3,500 + \$1,000 = \$4,500, \text{ or } 4.5\% \text{ Interest rate}$$

365 REDA Interest rate of 2% is the approximate cost to service the loan.

366 Borrower equity will be required for projects as determined by MCCD. Typical

367 equity requirements are 10%-25% of total project cost.

368 Equity in borrower-owned building could have equity built into the project.

369 Additional cash equity may not be required based on current market value of

370 building.

371 Terms and Conditions:

- 372 - Borrower repayment of loan is required.
- 373 - Borrower must have acceptable credit score and financial profile to pass underwriting and
- 374 loan committee.

- 381 - Contractors or other payees from loan funds must be businesses that are licensed and/or  
 382 certified and in good standing with the State of Minnesota.  
 383 - Loan-financed project must conform to all applicable state and local building and  
 384 business codes.

385 Who is Eligible:

- 386 - All businesses located in the City of Roseville  
 387 - The applicant may be an individual business owner, limited liability company,  
 388 partnership, corporation, or contract for deed partner  
 389 - Businesses that benefit low-to-moderate income persons by creating jobs or improving  
 390 services  
 391 - New startups or existing businesses

392 Eligible Uses:

- 393 - Permanent improvement to a building or lot  
 394     o Lighting  
 395     o Windows  
 396     o Walls, ceilings, floors  
 397     o Roofs  
 398     o Plumbing  
 399     o Electrical  
 400     o Mechanical systems or HVAC  
 401     o Etc.  
 402 - Start-up Cost  
 403 - Equipment Purchase  
 404 - Building Purchase  
 405 - Business Purchase

406 Ineligible Uses:

- 407 - Non-profits (The City would have to find another partner to pursue these opportunities)  
 408 - Losses  
 409 - Salaries/payroll  
 410 - Businesses not located in the City of Roseville  
 411 - Permanent Working Capital

412 Total Roseville Allotment Amount: \$147,150 for 2021

413  
 414 Loan Size: To be determined on a case-by-case basis

415  
 416 Loan term: Up to 60 months (5 Years). Loan must mature within five years; however,  
 417 amortization could be up to ten years on real estate projects. A balloon payment/refinancing  
 418 would be required at the end of five years.

419  
 420 Interest Rate: 2%, plus MCCD rate, resulting in a blended rate

421  
 422 Underwriting: MCCD Guidelines

423  
424 Approval: MCCD Economic Development Director and Loan Program Manager approval for  
425 aggregate total loan amounts of up to \$25,000. Aggregate total loan amounts over  
426 \$25,000 must be approved through MCCD's loan committees.  
427

428 Loans approved by MCCD will then be sent to REDA staff for approval. MCCD will  
429 submit an invoice to the REDA for the loan amount. The REDA will then wire funds to  
430 MCCD for disbursement. REDA loan funds will be transferred to MCCD and then  
431 disbursed as approved.  
432

433 Reporting: MCCD will provide initially upon loan closing a report to REDA as it relates to  
434 borrower demographics, number of employees, use of funds, entity ownership type, industry  
435 type, amount of loan, unpaid balance, and whether the loan is current. If at any time the loan  
436 falls into default, MCCD will work with borrower to make payments current.



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/07/2022

Item No.: 5.d

Department Approval

Executive Director Approval

*Janice Gundlach*

*Samuel Truogger*

Item Description: Adopt 2023 REDA meeting calendar

1 **BACKGROUND**

2 Per the Roseville Economic Development Authority (REDA) by-laws, the REDA is required to hold  
3 regular meetings, which are set by the Authority at the final meeting of the year. Staff recommends  
4 continuing to schedule six regular bi-monthly meetings and then allow for additional meetings to be  
5 scheduled as needed. This proposed schedule allows staff to provide developers and other outside  
6 parties with a clear, identified timeline of when the REDA is scheduled to meet. The draft meeting  
7 dates are aligned with a draft calendar the Council will be asked to adopt at an upcoming City Council  
8 meeting. The REDA’s regularly scheduled meetings occur in January, March, May, July, September,  
9 and November and align with the City Council’s work session meetings.

10 **BUDGET IMPLICATIONS**

11 There are no budget implications.

12 **STAFF RECOMMENDATION**

13 Approve the 2023 REDA meeting calendar.

14 **REQUESTED COUNCIL ACTION**

15 By motion, adopt the 2023 REDA meeting calendar.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

Attachments: A: 2023 meeting calendar



## 2023 City Council / EDA Draft Meeting Schedule

The Roseville City Council will meet at 6:00 p.m. in the City Council Chambers of Roseville City Hall, 2660 Civic Center Drive, on the following dates:

### January

9 *Org Meeting*  
23 EDA  
23 \*Work Session  
30

### February

13  
27

### March

6  
7 Comm. Interviews  
8 Comm. Interviews  
13 EDA  
13\* *Work Session*  
20

Note: RAHS Spring Break March 10-17 & Mounds  
View Spring Break March 9-17

### April

10  
17 *Work Session* 24

### May

8  
15 EDA  
15 \**Work Session*  
22

### June

5  
20 \*Tuesday

Note: Rosefest Parade Monday, June 26

### July

10  
17 EDA  
17\* *Work Session* 24

### August

7  
21

### September

11  
18 EDA  
18 \**Work Session*  
19 Comm. Interviews  
20 Comm. Interviews  
25

### October

9  
16 *Work Session* 23

### November

6 EDA\*  
6  
27

### December

4

\*Economic Development Authority will meet before Council meeting

Patrick Trudgeon

Approved \_\_\_\_\_