



Roseville Economic Development Authority (REDA)

Agenda

Monday, November 10, 2025

6:00 PM

City Council Chambers

In accordance with [Minnesota Statutes §13D.02](#) and City policy, Council and Commission members may attend meetings remotely up to three times per calendar year.

(Times listed are approximate – please note that items may be earlier or later than listed on the agenda)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: Groff, Strahan, Schroeder, Bauer, and Roe
- 6:02 p.m. **2. Pledge of Allegiance**
- 6:03 p.m. **3. Approve Agenda**
- 6:04 p.m. **4. Public Comment**
- 6:04 p.m. **5. Business Items**
 - 6:05 p.m. a. Receive Tax Increment Financing Management Review & Analysis report from Ehler's
 - 6:30 p.m. b. Consider a Resolution authorizing the President and Executive Director to execute a Second Amendment to Contract for Private Redevelopment, a replacement TIF Note, and a Collateral Assignment for Roseville Leased Housing Associates II, LLLP (known as Harbor at Twin Lakes)
 - 6:35 p.m. c. Consider a Resolution authorizing the President and Executive Director to execute a Subgrant Agreement related to an award of Livable Communities Act grant funds with Oyate Ota Center for pre-development activities for the reuse of the church located at 965 Larpenteur Avenue West.
 - 6:40 p.m. d. Authorize the President and Executive Director to execute professional service agreements for 2026-2028 with CEE, Ehlers, Golden Shovel, Kennedy & Graven and Metropolitan Consortium Community Developers (MCCD)
 - 6:43 p.m. e. Adopt 2026 REDA meeting calendar
 - 6:44 p.m. f. Authorize President and Executive Director to execute Metropolitan Livable Communities Act Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as Loan Proceeds
- 6:45 p.m. **6. Commission Direction on Member Initiated Agenda Items**
- 6:45 p.m. **7. Approval of Meeting Minutes**
- 6:45 p.m. **8. Adjourn to City Council**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.a.

Department Approval

Janice Gundlaech

City Manager Approval

Paul J. Truog

Item Description: Receive Tax Increment Financing Management Review & Analysis report from Ehler's

1
2 **Background**

3 Periodically, Roseville Economic Development Authority staff brings forward a review of the existing Tax
4 Increment Financing (TIF) Districts. The last update was on July 1, 2023. Stacie Kvivilang of Ehlers,
5 the EDA's public finance assistance advisor, will review the overall performance of the City's existing TIF
6 districts by presenting the updated TIF Management Review & Analysis Plan (Attachment 1). This
7 report includes several recommendations, as follows, which Ms. Kvivilang will discuss with the REDA.

8

9

10 1. TIF 17/17A – Twin Lakes for Redevelopment. At the end of 2024, the TIF 17 balance available
11 for pooling is approximately \$1,825,265, and the TIF 17A (HSS) balance available for pooling is
12 approximately \$2,575,844 (total of approximately \$4.4 million). REDA has committed this
13 balance for redevelopment of the PIK property. It is recommended that the REDA utilize any future
14 cash balances under TIF 17 to pay for acquisition/demolition of blighted property, environmental
15 remediation and/or public infrastructure costs associated with redevelopment. Cash balances
16 (current and future) under TIF 17A (HSS) can only be utilized for clean-up of hazardous
17 substances identified in an approved Response Action Plan (RAP) and pursuant to the special
18 TIF legislation received in 2019.

19 2. TIF 18 – Sienna Green TIF for Affordable Housing. At the end of 2025, the REDA will have
20 approximately \$33,800 in funds available for use on affordable housing projects. It is
21 recommended that the REDA retain these funds for another year as there are existing tax
22 petitions for the site that will be settled in 2025 or early 2026 and may have implications on fund
23 balance. In the future, any balances in this TIF fund may be used to pay eligible costs for
24 housing projects that are rental or owner-occupied and intended for occupancy by low and
25 moderate-income families. Income guidelines and examples of rental and owner-occupied
26 housing projects that would be eligible for funding are outlined within the report.

27 3. Budget Modifications for TIF 20 (McGough), TIF 21 (Colder) and TIF 22 (Twin Lakes II) — These
28 three (3) districts are redevelopment TIF Districts. The REDA should complete administrative
29 modifications to these budgets to elect to retain an additional 10% of the TIF for affordable
30 housing. Currently, REDA pledges 90% to 95% of the TIF to the PAYGO Notes, which doesn't
31 allow for the collection of the allotted 25% for admin and pooling for redevelopment, since
32 districts are required to decertify after the PAYGO Notes are paid in full. By completing the
33 budget modifications, REDA can preserve its ability to not only capture the full 25% for traditional
34 admin and pooling, but an additional 10% for affordable housing as well (this allows REDA to
35 collect 100% of the TIF up to the 35% allowed even after the PAYGO notes are paid in full). The
36 estimated amount that could be retained in the three (3) districts is approximately \$7 million.

37
38 Staff seeks input and direction from the REDA on these three recommendations proposed by Ehlers. A
39 separate action related to the budget modifications recommended in paragraph three above would be
40 brought forward at a future meeting.

41
42 **Policy Objectives**

43 The REDA's adopted enabling Resolution tasks the REDA with all activities related to tax increment
44 financing.

45
46 **Equity Impact Summary**

47 There are no equity impacts to consider.

48
49 **Budget Implications**

50 The costs incurred by completing the update to the TIF Management Review & Analysis Plan are paid
51 for from the collected TIF administration allowance.

52
53 **Staff Recommendations**

54 Receive the updated TIF Management Review & Analysis Plan from Ehlers and provide direction to staff
55 on the three recommendations outlined within the report.

56
57 **Requested Council Action**

58 Receive the updated TIF Management Review & Analysis Plan from Ehlers and provide direction to staff
59 on the three recommendations outlined within the report.

60
61 **Prepared by:** Jeanne Kelsey, Housing and Economic Development Program Manager

62 **Attachments:** 1. TIF District Management Review & Analysis Plan

November 2025

TIF DISTRICT MANAGEMENT REVIEW & ANALYSIS

City of Roseville, MN



Prepared by:

Ehlers
3001 Broadway Street NE, #320
Minneapolis, Minnesota 55413

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Management Review and Analysis

OVERVIEW

Continuous redevelopment is vital to maintaining the City's long-term economic health and vitality. It assures increase in tax base, housing diversification, neighborhood stability, sustainability, quality public infrastructure and strengthens the City's desirability and appearance (brand). Tax increment is a financing tool authorized by state law, that allows the City to capture and use most of the increased local property tax revenues from new development within a defined geographic area for a defined period of time. In general, tax increment revenues are used to pay for eligible project costs which encourage creation or retention of jobs, redevelop blighted areas or polluted sites and construction of affordable housing. Roseville has utilized TIF for key redevelopment and housing projects since 1982 when Centre Pointe TIF District was established. In October 2016, the Roseville Economic Development Authority adopted a Public Financing Criteria and Business Subsidy Policy to assist in aligning the use of this tool with its strategic priorities. Overall, utilizing TIF to accomplish the various community development goals and strategic priorities, the City has optimized land uses, strengthened the tax base and diversified housing options, while cleaning up blighted sites and updating public infrastructure. Needless to say, the City's return on the short-term investment of TIF Districts has assisted it in meeting many of its strategic priorities.



OUTCOMES FROM USE OF TIF

The City has proactively utilized TIF to spur significant redevelopment within the City and to create options for new life-cycle housing, different tenure of housing and affordable housing. In addition, redevelopment was undertaken to increase commerce options and opportunities and to create jobs in the City in the form of new hotels, corporate office, retail and industrial developments. In 1982 the City began investing in public/private partnerships for redevelopment, with the first district being a Redevelopment District for Centre Pointe to complete extensive environmental remediation so development consisting of approximately 437,000 sq. ft. of office and 394 hotel rooms could be constructed. Overall, the City's TIF districts have met their intended purpose, performed well, and furthered other City projects. Below is a chart showing total residential/hotel units and commercial uses that have been constructed since establishment of TIF 17 in 2005 (does not include numbers noted above for Centre Pointe TIF District).

	Use	Total Units or Sq. Ft.	Market Rate	Affordable	% Affordable
	Residential	755 units	206	524	69%
	Commercial	235,022 sq. ft.			
	Office	94,000 sq. ft.	N/A	N/A	N/A
	Office / R&D /Warehouse	275,773 sq. ft.			
	Hotel	102 units			

Note: Majority of residential units (618) were constructed in TIF 22 in 2021.

NUMBER OF DISTRICTS

The City has created twenty-two (22) TIF Districts since 1982. Seventeen (17) of the districts are decertified and there are currently five (5) remaining districts as noted below, with one hazardous substance sub district (part of TIF 17). A summary of the districts can be found on the following page with more detailed information on each district starting on page 13.

5 Active TIF Districts With 1 Sub District



1 Housing District



4 Redevelopment Districts



1 Hazardous Substance Sub District

District	TIF 17 & 17A Twin Lakes	TIF 18 Sienna Green	TIF 20 McGough	TIF 21 Colder	TIF 22 Twin Lakes II
District Type	Redevelopment & Hazardous Substance Sub District	Housing	Redevelopment	Redevelopment	Redevelopment
Project	Various residential and commercial developments & road improvements	Renovation of 120-unit Sienna Green Apts. And construction of 50-Unit Sienna Green Apts	54,277 sq. ft. corporate office	111,358 sq. ft. office / manufacturing facility	117 market rate apts., 38,657 sq. ft. Tareen Dermatology Office, 228 affordable family apts. And 277 affordable sr. apts
Certified	9/3/2005	12/22/2009	9/19/2018	1/30/2020	10/23/2020
Legal Max Term	12/31/2031	12/31/2038	12/31/2047	12/31/2046	12/31/2046
Anticipated Term	12/31/2031	12/31/2037	12/31/2038	12/31/2031	12/31/2037
1st Increment	2006	2013	2021	2022	2022
Current Obligations	\$3,060,000 GO TIF Bonds, Series 2015A	\$935,005 Pay-As-You-Go TIF Note	\$1,316,000 Pay-As-You-Go TIF Note	\$2,200,000 Pay-As-You-Go TIF Note	\$2,900,000 PAYGO TIF Note to Reuter Walton for The Issac armtments, \$634,000 PAYGO TIF Note for Tareen Dermatology, \$2,044,550 PAYGO TIF Note to Dominium for The Harbor Sr. Apts and \$1,899,744 PAYGO TIF Note to Dominium for The Oasis family apts
2025 TIF Revenue	\$672,135	\$41,762	\$86,027	\$297,093	\$1,804,486
Use of Pooling Dollars	Clean up of HSS parcels and/or redevelopment	Affordable Housing (Rental and/or Owner-Occupied)	Redevelopment	Redevelopment	Redevelopment

INCREASE IN MARKET VALUE

In October 2016, the Roseville Economic Development Authority adopted a Public Financing Criteria and Business Subsidy Policy. Before this policy, other policies existed that attributed to creation of districts prior to 2016. Continuous redevelopment is vital to maintaining the City's long-term economic health and vitality. Utilizing TIF to accomplish the various goals of the City has strengthened the overall diversity of housing options, jobs, land uses and tax base. One immediate benchmark of the benefit in utilizing TIF is the overall increase in market value from when the district was created to when it is fully developed and aging. As illustrated in the following table, the City's overall market value within the TIF Districts has increased since 1982 by approximately 1,050%.

District	Status	Original Market Value	Pay 2025 Taxable Market Value	Percent Increase in Value	Legal Max Term	Anticipated Term
TIF 1 - Centre Pointe	Decertified	\$1,338,179	\$136,377,300	10091.3%	N/A	N/A
TIF 2 - Lido, Burger, Everest		\$813,707	\$107,682,000	13133.51%	N/A	N/A
TIF 3 - Housing Alliance Sr. Housing		\$27,720	\$12,357,100	44478.28%	N/A	N/A
TIF 4		\$1,062,347	\$47,579,500	4378.72%	N/A	N/A
TIF 5		\$9,347,181	\$122,459,300	1210.12%	N/A	N/A
TIF 6		\$7,200	\$1,903,100	26331.94%	N/A	N/A
TIF 7		\$2,744,102	\$76,889,300	2701.98%	N/A	N/A
TIF 8		\$30,592	\$7,117,800	23166.87%	N/A	N/A
TIF 9		\$1,518,260	\$23,632,800	1456.57%	N/A	N/A
TIF 10 - ETC		\$15,542,913	\$116,695,000	650.79%	N/A	N/A
TIF 11 - Twin Lakes		\$13,304,600	\$55,549,322	317.52%	N/A	N/A
TIF 12 - NCR		\$52,938	\$36,399,700	68659.11%	N/A	N/A
TIF 13 - College Prop		\$1,285,800	\$46,121,500	3486.99%	N/A	N/A
TIF 14		\$2,200,000	\$19,986,100	808.46%	N/A	N/A
TIF 15 - Tower Place Area		\$2,769,600	\$18,216,900	557.74%	N/A	N/A
TIF 16 - TH and SF		\$102,800	\$42,259,900	41008.85%	N/A	N/A
TIF 19 - Applewood Pointe		\$1,522,700	\$35,729,200	2246.44%	N/A	N/A
TIF 17 & 17A - Twin Lakes	Active	\$15,135,100	\$78,645,078	419.62%	12/31/2031	12/31/2031
TIF 18 - Sienna Green		\$5,000,000	\$20,900,000	318.00%	12/31/2039	12/31/2037
TIF 20 - McGough		\$1,978,600	\$10,165,000	413.75%	12/31/2047	12/31/2038
TIF 21 - Colder		\$3,681,300	\$24,303,600	560.19%	12/31/2046	12/31/2031
TIF 22 - Twin Lakes II		\$28,891,700	\$200,999,600	595.70%	12/31/2046	12/31/2037
TOTAL	N/A	\$108,357,339	\$1,241,969,100	1046.18%	N/A	N/A

As noted above in the table, some districts have significantly higher increase in market value compared to others. Typically, districts that allow for high density housing, multi-story office, other higher valued uses, along with a lower original market value, will typically see the largest increase in valuation. As we look at your current, active districts, the overall increase is a little over 512%. These districts, as is the case in many of your decertified districts, increase in market value isn't the driving factor for their creation. It is removal of blight & cleanup of contaminated sites, job creation and creation of housing options within the City for its residents.

District	Original Market Value	Pay 2025 Taxable Market Value	Percent Increase in Value	Legal Max Term	Anticipated Term
TIF 17 & 17A - Twin Lakes	\$15,135,100	\$78,645,078	419.62%	12/31/2031	12/31/2031
TIF 18 - Sienna Green	\$5,000,000	\$20,900,000	318.00%	12/31/2039	12/31/2037
TIF 20 - McGough	\$1,978,600	\$10,165,000	413.75%	12/31/2047	12/31/2038
TIF 21 - Colder	\$3,681,300	\$24,303,600	560.19%	12/31/2046	12/31/2031
TIF 22 - Twin Lakes II	\$28,891,700	\$200,999,600	595.70%	12/31/2046	12/31/2037
TOTAL	\$54,686,700	\$335,013,278	512.60%	N/A	N/A

OBLIGATIONS OF THE TIF DISTRICTS

The revenues from these districts are largely site specific, meaning that the revenues are restricted by law and by contract with the developers. The revenues must be used primarily to address blight, contamination, housing or redevelopment needs for the parcels in the TIF district within a specified period of time. The City has one GO TIF Bond and seven (7) PAYO TIF Notes outstanding (after the August 1, 2025 actual bond and PAYGO TIF note payments were made) as noted in the table below:

Outstanding Obligations					
District	Bonds/PAYGO	Original Bond/PAYGO Amount	Outstanding After 8/1/2025	Anticipated Last Payment	
TIF #17 - Twin Lakes	2015A GO TIF Bonds	\$ 3,060,000	\$ 1,605,000	3/1/2032	
TIF #18 - Sienna Green	Aeon PAYGO	\$ 935,005	\$ 137,360	12/31/2038	
TIF #20 - McGough	McGough PAYGO	\$ 1,316,000	\$ 874,989	2/1/2039	
TIF #21 - Colder	Colder PAYGO	\$ 2,200,000	\$ 1,669,741	2/1/2032	
TIF #22 - Twin Lakes II	Reuter Walton Apt (The Issac) PAYGO	\$ 2,900,000	\$ 2,040,222	2/1/2032	
	Tareen Dermatology Office PAYGO	\$ 634,000	\$ 317,792	8/1/2028	
	Dominium Sr. Apt (The Harbor) PAYGO	\$ 2,044,550	\$ 1,729,554	2/1/2037	
	Dominium Non-Age Restricted Apt (The Oasis)	\$ 1,899,744	\$ 1,444,654	2/1/2038	
TOTAL		\$ 14,989,299	\$ 9,819,312	N/A	

TAX CAPACITY CAPTURED IN TIF

While there are undoubtedly many benefits to utilizing TIF as a development tool, cities still wonder if they are utilizing the tool too much or not enough. A city's use of TIF should be independent from comparison to like size or neighboring cities. It should be balanced between a community's strategic priorities/goals and an appropriate level of taxation. To quantify a community's use of TIF, a common benchmark or measure is the percentage of the gross tax base captured in TIF districts. Below is a chart which demonstrates the City's current and projected tax base, which is captured in TIF districts as well as a chart on the following page which shows comparable cities.

As noted in the table below, the City currently has approximately 2.5% of its tax capacity captured in TIF, which is low and serves as a testament to the city's limited use of this tool in recent years. This is anticipated to remain stable through 2030 since no TIF districts will be decertifying in the next five (5) years.

Captured TIF Tax Capacity	Actual					Projected			
	2022	2023	2024	2025	2026	2027	2028	2029	2030
Current Districts									
TIF 17/17A Twin Lakes	623,963	648,069	700,887	660,831	667,439	674,114	680,855	687,663	694,540
TIF 18 Sienna Green	132,232	136,291	136,294	68,243	68,925	69,615	70,311	71,014	71,724
TIF 20 McGough	112,855	108,958	110,685	103,277	104,310	105,353	106,406	107,470	108,545
TIF 21 Colder	209,833	227,557	296,415	260,164	262,766	265,393	268,047	270,728	273,435
TIF 22 Twin Lakes II	248,353	1,204,762	1,820,900	1,065,787	1,076,445	1,087,209	1,098,081	1,109,062	1,120,153
Captured TIF Tax Capacity	1,327,236	2,325,637	3,065,181	2,158,302	2,179,885	2,201,684	2,223,701	2,245,938	2,268,397
Total Tax Capacity (Gross)	74,942,011	82,373,371	87,937,590	85,648,745	86,505,232	87,370,285	88,243,988	89,126,427	90,017,692
Percentage of Tax Base in TIF	1.8%	2.8%	3.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

Note: Assumes 1% annual increase in tax base and TIF beginning in payable 2026

TAX CAPACITY CAPTURED IN TIF CONTINUED

Comparable City	Captured TIF as a % of Tax Base	City Tax Rate	Rating
Arden Hills	0.0%	27.648%	AAA
Brooklyn Park	1.0%	53.196%	AA+
Minneapolis	1.8%	66.206%	AAA
Golden Valley	1.9%	57.017%	AA+
Edina	2.3%	30.370%	AAA
Roseville	2.5%	40.375%	AAA
Maplewood	2.6%	48.354%	AA+
Minnetonka	3.0%	37.328%	AAA
Bloomington	3.2%	46.208%	AAA
Shoreview	4.9%	32.378%	AAA
New Brighton	6.8%	43.465%	AA+
St. Paul	7.0%	52.697%	AAA
Richfield	9.9%	56.048%	AA+
St. Louis Park	11.7%	49.989%	AAA

IMPACT OF DECERTIFIED TIF DISTRICTS

One frequent question we receive is what are the additional levy dollars the City can expect to receive from future TIF districts after they are decertified? The table below shows how much more the City could levy and still maintain a stable tax rate when the existing five (5) districts decertify. These districts will return value to the tax rolls for general taxing purposes, and the City will see a corresponding increase in its tax base and tax capacity to spread the tax levy over.

TIF District	Decertifies	Projected		
		2032	2038	2039
TIF 17 - Twin Lakes	12/31/2031	771,630	-	-
TIF 18 - Sienna Green	12/31/2037	-	116,282	-
TIF 20 - McGough	12/31/2038	-	-	70,779
TIF 21 - Colder	12/31/2031	148,614	-	-
TIF 22 - Twin Lakes II	12/31/2037	-	856,248	-
Total Annual Captured Net Tax Capacity Returned to Tax Rolls		920,244	972,530	70,779
City Tax Rate for Taxes Payable in 2025 ⁽¹⁾		40.376%		
Estimated Additional Annual Tax Levy Available ⁽¹⁾		\$ 371,556	\$ 392,667	\$ 28,578

(1) - Assumptions:

- Calculates additional dollars the City could levy and still maintain the same tax rate as Pay 2025.
- Assumes no change in existing tax base from prior year
- Assumes no change in the Fiscal Disparities Distribution Dollars from Pay 2025

USE OF TIF POOLING

REDA can utilize up to 25% of the TIF generated from a redevelopment district to pay for redevelopment related expenses outside of the TIF district, but within the city's development district or for projects within the TIF district if being completed after year five (5) of certification of the district. This 25% is inclusive of the maximum administrative costs of 10% so the net amount available for pooling is typically less than 25%, as noted in the following examples:

25% Pooling - 10% admin = 15% for pooling

25% Pooling - 3% admin = 22% for pooling

In addition, for TIF District 17A, the hazardous substance sub district, REDA can use 100% of the TIF generated for the purpose of financing environmental remediation pursuant to a RAP within the original subdistrict that was certified (see map below).



USE OF TIF POOLING CONTINUED

Pooling restrictions do not apply to housing districts so essentially an authority can utilize any unused TIF from a housing district for affordable housing related activities, as long as the original housing developed in the district still reports to the authority annually that they are meeting the required income and unit thresholds of 20% affordable at 50% of area median income (AMI) or 40% affordable at 60% of AMI. For the City, this would be TIF District 18 – Sienna Green. TIF could be utilized for capital expenditures, but may be used for non-capital expenditures on a limited basis as follows:

Potential rental housing projects would include:

1. New affordable rental housing (20/50 or 40/60 election)
2. Renovation of an existing rental housing development (20/50 or 40/60 election)
3. Providing subsidy to an existing project that is earmarked for new or additional affordability (20/50 or 40/60 election)

TIF from this district could also be utilized for owner-occupied housing projects as long as the homeowner's income is at or below 100% of the median income for a family of two or less or 115% of the median income for a family of three or more.

Potential owner-occupied projects would include:

1. Site acquisition and demolition for infill lots that will be sold for new housing construction
2. Acquisition of foreclosed homes for resale to income qualified buyers
3. Rehabilitation loans for home improvements and second mortgages to qualified home buyers

USE OF TIF POOLING CONTINUED

Available pooling and potential pooling available to REDA is shown in the chart on the chart below. As noted, REDA has currently pooled more than is allotted through 2025 in TIF 17. This is common as pooling is a cumulative amount and is calculated at the end of the term of the district. In addition, even though we show that TIF 17 has still pooled in excess of what is allowed at the end of the district term, we anticipate that values will increase with redevelopment of the PIK site, thus negating this issue.

District	End Date of Obligation	Pooling Available Net of Admin Through 2025	Cumulative Pooling Available Through Term of District	Type of Project Eligible
TIF 17 Twin Lakes	3/1/2032	\$ (854,166)	\$ (174,383)	Redevelopment
* TIF 17A Twin Lakes HSS		182	1,360,634	Clean up of HSS parcels within the HSS District as originally certified
TIF 18 Sienna Green	2/1/2038	22,857	315,957	Affordable Housing (Rental and/or Owner-Occupied)
TIF 20 McGough	2/1/2039	102,235	387,437	Redevelopment
TIF 21 Colder	2/1/2032	283,570	675,360	Redevelopment
TIF 22 Twin Lakes II	Varied	1,116,457	TBD	Redevelopment
TOTAL		\$ 671,135	\$ 2,565,005	

USE OF TIF POOLING CONTINUED

Over the years, the City utilized unobligated revenues from older TIF districts to complete the following projects:

- **Greater Minnesota Housing Corporation (GMHC)**. In 2015, the City used \$1,120,017 in pooling dollars from TIF #10 (ETC) and TIF #12 (NCR) for a land write down to assist GMHC in developing eighteen (18) for-sale single-family homes on the City's former Fire Station Site. The homes were developed in 2016-2018 and as required by the TIF agreement which included a lookback provision. The lookback was completed in the summer of 2019 to determine if the land write down was necessary and if GMHC was required to repay a portion of the TIF pooling dollars. Pursuant to the TIF agreement, if their developer fee exceeded an 8% return (total development costs minus total sales), then 50% of the excess above the amount needed to attain an 8% developer fee would be paid to the City. The lookback determined that the developer did not meet the 8% profit threshold and therefore none of the TIF assistance needed to be repaid.
- **SE Roseville Redevelopment Fund**. In 2017 the City transferred \$781,000 to this fund for use for redevelopment activities associated with the redevelopment. To date, none of these dollars have been expended.

RECOMMENDATIONS

The updated financial analysis of the City's TIF Districts offers the following recommendations:

1. **TIF 17/17A – Twin Lakes for Redevelopment.** At the end of 2024, TIF 17 balance available for pooling is approximately \$1,825,265, and TIF 17A (HSS) balance available for pooling is approximately \$2,575,844 (total of approximately \$4.4 million). REDA has committed this balance for redevelopment of the PIK property. We recommend REDA utilize the any future cash balances under TIF 17 to pay for acquisition/demolition of blighted property, environmental remediation and/or public infrastructure costs associated with redevelopment. Cash balances (current and future) under TIF 17A (HSS) can only be utilized for clean-up of hazardous substances identified in an approved Response Action Plan (RAP) and pursuant to the special TIF legislation received in 2019.
2. **TIF 18 – Sienna Green TIF for Affordable Housing.** At the end of 2025 REDA will have approximately \$33,800 in funds available for use on affordable housing projects. We recommend that REDA retain these funds for another year as there are existing tax petitions for the site that will be settled this year or early next year and will have implications on fund balance.

In the future, any balances in the TIF fund may be used to pay eligible costs for housing projects that are rental or owner-occupied and intended for occupancy by low and moderate-income families. The income guidelines are defined in MS 469.1761 as follows:

Rental Housing: 20% of the units occupied by families at 50% of median income (20/50) or 40% of the units occupied by families at 60% of median income (40/60).

Owner Occupied: Assistance to homeowners with an income at or below 100% of the median income for a family of two or less or 115% of the median income for a family of three or more.

Typically, TIF is utilized for capital expenditures, but may be used for non-capital expenditures on a limited basis.

RECOMMENDATIONS CONTINUED

Examples of potential rental housing projects would include:

1. New affordable rental housing as part of redevelopment (20/50 or 40/60 election)
2. Renovation of an existing rental housing development (20/50 or 40/60 election)
3. Providing subsidy to an existing project that is earmarked for additional affordability (20/50 or 40/60 election)

Examples of potential owner-occupied projects would include:

1. Site acquisition and demolition for infill lots that will be sold for new housing construction
2. Acquisition of foreclosed homes for resale to income qualified buyers
3. Rehabilitation loans for home improvements
4. Second mortgages to qualified home buyers

If the income requirements are not met on any given year, the City will need to return that year's increment to the County for redistribution.

3. **Budget Modifications for TIF 20 (McGough), TIF 21 (Colder) and TIF 22 (Twin Lakes II).** These three (3) districts are redevelopment TIF Districts. REDA should complete administrative modifications to the budgets to elect to retain an additional 10% of the TIF for affordable housing. Currently REDA pledges 90% to 95% of the TIF to the PAYGO Notes, which doesn't allow them to collect the allotted 25% for admin and pooling for redevelopment since districts are required to decertify after the PAYGO Notes are paid in full. By completing the budget modifications, REDA can preserve its ability to not only capture the full 25% for traditional admin and pooling, but an additional 10% for affordable housing as well (this allows REDA to collect 100% of the TIF up to the 35% allowed even after the PAYGO notes are paid in full). The estimated amount that could be retained in the three (3) districts is approximately \$7 million.

Development District No. 1

The City adopted a Development Program and established Development District No. 1 in 1982. Over the preceding years leading up to 2015, the City created, modified, and decertified several Tax Increment Financing (TIF) Districts. These districts include TIF District Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11A, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20 and 21.

On November 30, 2015, the City approved Resolution No. 11277, a resolution enabling the creation of the Roseville Economic Development Authority (REDA) pursuant to Minnesota Statutes, Sections 469.090 to 469.1081. Moreover, the City also approved Resolution No. 11278, a resolution relating to the REDA and transferring all projects and programs of the Housing and Redevelopment Authority to the REDA.

On February 26, 2018, The City approved Resolution No. 11492, a resolution relating to the REDA and transferring the control, authority, and operation of Development District No. 1, the TIF Districts contained within Development District No. 1, and any tax increment financing district to be created within the Development District No. 1 in the future.

Currently, Development District No. 1 contains five (5) TIF Districts; TIF District Nos. 17 and 17A Twin Lakes, 18 Sienna Green, 19 Applewood Pointe, 20 McGough, and 21 Colder.

Tax Increment Financing Districts

TIF 17 AND 17A TWIN LAKES

Description

TIF District 17 & 17A (County #259-0 and 259-1) is a Redevelopment District located within Development District No. 1 and contains a Hazardous Substance Subdistrict certified on September 3, 2005. Originally, this district encompassed twenty-one (21) parcels, collectively referred to as Twin Lakes area, which were decertified parcels from TIF District 11 & 11A. It was established to remediate contaminated land and facilitate the construction of various residential and commercial developments within the Twin Lakes area. The primary purpose however was to finance significant public improvements and entice private redevelopment.



On August 8, 2011, the City approved an interfund loan of \$6,000,000 between TIF Districts 11 and 17 for the temporary use of funds in connection to land acquisition and public improvements within TIF District 17. Since these uses required funds to be spent prior to development and sufficient tax increment being generated, the City determined it would be in its best interest to use the funds from TIF District 11 rather than traditional bond financing. The interfund loan was set to be repaid semi-annually at an interest rate of 4% once tax increment was available. Due to the downturn in the economy, the development activity within the Twin Lakes area failed to meet expectations and the district was unable to repay the interfund loan. Subsequently, on September 9, 2013, the City determined it necessary to recategorize the interfund loan as a permanent transfer due to the extenuating circumstances.



On September 3, 2015, the City issued GO Tax Increment Revenue Bonds, Series 2015A in the amount of \$3,060,000 to finance public improvements, specifically completion of Twin Lakes Parkway (Phase III); construction of a north-bound interchange on I-35W at the intersection of Twin Lakes Parkway and Cleveland Avenue, and signalized intersection improvements for proper traffic control.

TIF 17 & 17A TWIN LAKES CONTINUED

In addition, in 2019 the City provided \$550,000 in HSS TIF pooling dollars to TIF 22 – Twin Lakes II, Reuter Walton apartment development (The Issac) and \$93,999 to Tareen Dermatology, to pay for costs covered under an approved Response Action Plan (RAP). They also provided \$868,000 to TIF #21 – Colder and \$164,120 to TIF #20 - McGough, under special legislation received in 2019 for costs covered under an approved RAP (non TIF 17A pooling).

Adopted.....	06/20/2005
Requested Date.....	06/29/2005
Certified Date.....	09/03/2005
First Increment.....	07/2006
Decertification.....	12/31/2031

Former and Current PID Numbers

Former PID#	New PID#	Use
04-29-23-32-0007	04-29-23-32-0014	Vacant
04-29-23-32-0012	04-29-23-32-0015	Calyxt
04-29-23-33-0001	04-29-23-33-0014	MetroTransit Park and Ride
	04-29-23-33-0033	Hampton Inn Minneapolis-Roseville & Home2 Suites
04-29-23-33-0002	04-29-23-33-0034	Aldi
	04-29-23-33-0036	Denny's
	04-29-23-33-0037	
04-29-23-33-0003	04-29-23-33-0028	
04-29-23-33-0004		
04-29-23-33-0009	04-29-23-33-0029	
04-29-23-33-0010		
04-29-23-33-0011	04-29-23-33-0027	
04-29-23-33-0007	04-29-23-33-0032	Vacant
04-29-23-34-0002	04-29-23-34-0036	Vacant
NA	04-29-23-31-0021	ROW
NA	04-29-23-31-0022	ROW
NA	04-29-23-31-0026	ROW

Note: Decertified parcels have been removed from the table above.

TIF 17 & 17A TWIN LAKES CONTINUED

Fiscal Disparities Election

The City elected to calculate fiscal disparities from inside the district, or Option B.

Frozen Tax Rate

102.078%

Special Legislation

The City received special legislation for the Hazardous Substance Subdistrict 17A in 2019 after approval of the omnibus tax bill (SS HF 5) by the House, Senate and Governor. The special legislation stipulates that the City may use any or all increment generated from the district for the purpose of financing environmental remediation pursuant to one or more response action plans on the parcels within or adjacent to the subdistrict as originally certified, regardless of the date of approval by the Pollution Control Agency of the response action plan.

Allowable Uses

MN Statute 469.176 subd. 4j specifies the activities in which tax increment from a redevelopment district may be spent as subd. 4e specifies the activities in which tax increment from a hazardous substance subdistrict may be spent. In general, tax increment must be spent on correcting those conditions which caused the area to be designated a redevelopment district. Allowable uses include property acquisition, demolition, rehabilitation, installation of public utilities, road, sidewalks, public parking facilities, and allowable administrative expenses.

Obligations

There is one (1) obligation in this district as follows:

- **\$3,060,000 2015A GO Tax Increment Revenue Bonds.** These bonds have a current outstanding amount of \$1,605,000 and mature on March 1, 2032.

TIF 17 & 17A TWIN LAKES CONTINUED

Four Year and 5-Year Rule

Both of these have been met for this district.

Recommendations

1. **Pooling for redevelopment.** At the end of 2024, TIF 17 balance available for pooling is approximately \$1,825,265, and TIF 17A (HSS) balance available for pooling is approximately \$2,575,844. REDA has committed this balance for redevelopment of the PIK property. We recommend REDA utilize the future cash balances under TIF 17 to pay for acquisition/demolition of blighted property, environmental remediation and/or public infrastructure costs associated with redevelopment. Cash balances (current and future) under TIF 17A (HSS) can only be utilized for clean-up of hazardous substances identified in an approved Response Action Plan (RAP) and pursuant to the special TIF legislation received in 2019.

TIF 18 SIENNA GREEN

Description

TIF District 18 Sienna Green (County #298-0), formerly known as Har Mar Apartments (County #288-0) is a Housing District located within the Development District No. 1 and encompassed one (1) parcel which was subsequently replatted into two (2) parcels. This TIF district was established on December 22, 2009 to facilitate the redevelopment of the Har Mar Apartments.

On June 20, 2011, the City entered into a development agreement with AEON to construct affordable housing for persons and families of low to moderate incomes. The project was to be completed in two (2) phases. Phase I incorporated a complete renovation of the 120-unit Har Mar apartment building while phase II consisted of the construction of a 48-unit apartment building adjacent to the Har Mar Apartments. In total, the project rehabilitated and constructed 168-units for individuals experiencing long-term homelessness and who earn less than agreed upon area median income levels (AMI), as detailed in the development agreement.



On September 15, 2012, after the City received and reviewed documentation verifying AEON's TIF eligible expenditures, the City issued a Pay-As-You-Go TIF Note pursuant to the development agreement in an amount of \$935,005 at an interest rate of 4.25%. The TIF Note is paid with 95% of the tax increment generated from within the district.

Moreover, pursuant to the development agreement, the City is required to substantiate that the applicable income limitations and rent restrictions are being met on an annual basis for the project. Aeon has been submitting the required documentation on an annual basis and have continued to meet the requirement that 40% of the units are affordable to persons at or below 60% of the area median income. Should AEON ever not meet the income requirements for a housing district in any given year, the City will need to return that year's tax increment to the County for redistribution.

TIF 18 SIENNA GREEN CONTINUED

Adopted.....	07/13/2009
Requested Date.....	09/18/2009
Certified Date.....	12/22/2009
First Increment.....	07/2013
Anticipated Decertification.....	12/31/2028

Former and Current PID Numbers

Former PID#	New PID#	Use
09-29-23-44-0247	09-29-23-44-0248	Sienna Green Apartments
	09-29-23-44-0251	

Fiscal Disparities Election

The City elected to calculate fiscal disparities from inside the district, or Option B.

Frozen Tax Rate

99.368%

Allowable Uses

MN Statute 469.176 subd. 4d specifies the activities on which tax increment from a housing district may be spent. In general, tax increment must be spent on housing projects meeting the income guidelines, public improvements directly related to housing projects and administrative expenses. The City has used tax increment from this district to support affordable housing initiatives, in compliance with TIF law.

TIF 18 SIENNA GREEN CONTINUED

Obligations

There is one (1) PAYGO Note outstanding in this district as follows:

- **\$935,005 Pay-As-You-Go Note** to AEON, for the Sienna Green Apartments, issued on September 15, 2012 payable with 95% of tax increment received from the project and paid at an annual interest rate of 4.25%. After the 8/1/2025 payment, the current balance is \$141,922.44 and the projected final payment is on February 1, 2038.

Other Development Agreement Compliance

1. **Annual Income Monitoring**. REDA is required to substantiate that the applicable income limitations and rent restrictions are being met on an annual basis for the project. REDA should continue to review and retain the annual reports submitted by Aeon showing that 40% of the units are affordable to persons at or below 60% of the area median income.

Four Year and Five-Year Rule

Both have been met for this District.

Recommendations

1. **TIF for Affordable Housing**. At the end of 2025 REDA will have approximately \$33,800 in funds available for use on affordable housing projects. We recommend that REDA retain these funds for another year as there are existing tax petitions for the site that will be settled this year or early next year and will have implications on fund balance.

This increment may be used to pay eligible costs for housing projects that are rental or owner-occupied and intended for occupancy by low and moderate-income families. The income guidelines are defined in MS 469.1761 as follows:

Rental Housing: 20% of the units occupied by families at 50% of median income (20/50) or 40% of the units occupied by families at 60% of median income (40/60).

TIF 18 SIENNA GREEN CONTINUED

Owner Occupied: Assistance to homeowners with an income at or below 100% of the median income for a family of two or less or 115% of the median income for a family of three or more.

Typically, TIF is utilized for capital expenditures, but may be used for non-capital expenditures on a limited basis.

Examples of potential rental housing projects would include:

1. New affordable rental housing as part of redevelopment (20/50 or 40/60 election)
2. Renovation of an existing rental housing development (20/50 or 40/60 election)
3. Providing subsidy to an existing project that is earmarked for additional affordability (20/50 or 40/60 election)

Examples of potential owner-occupied projects would include:

1. Site acquisition and demolition for infill lots that will be sold for new housing construction
2. Acquisition of foreclosed homes for resale to income qualified buyers
3. Rehabilitation loans for home improvements
4. Second mortgages to qualified home buyers

If the income requirements are not met on any given year, the City will need to return that year's increment to the County for redistribution.

TIF 20 MCGOUGH

Description

TIF District 20 McGough (County #329-0) is a Redevelopment District established on February 26, 2018 and is located within the Development District No. 1. The district encompasses one (1) parcel which was decertified from TIF District 17 & 17A. On June 18, 2018, the REDA entered into a development agreement with 2785 Fairview, LLC to provide the necessary assistance for renovation and redevelopment of an existing 44,000 square foot warehouse facility into a 54,000 square foot corporate headquarters for McGough Construction.

Construction was completed in November 2019. Upon verification of the TIF eligible costs, the REDA shall issue a TIF PAYGO Note in the maximum principal amount of \$1,316,000. The TIF Note is being issued to reimburse McGough Construction for a portion of the costs associated to



site preparation, utilities, soil correction, demolition, and environmental investigation and remediation costs. REDA provided funding from TIF 17A (HSS) for remediation in the amount of \$140,000, pursuant to the special legislation received for TIF District 17A in 2019. In addition, On November 30, 2020 REDA issued the PAYGO TIF Note in the amount of \$1,316,000 to the Developer.

Adopted.....	02/26/2018
Requested Date.....	06/08/2018
Certified Date.....	09/19/2018
First Increment.....	07/2020
Decertification.....	12/31/2045

TIF 20 MCGOUGH CONTINUED

Former and Current PID Numbers

Former PID#	New PID#	Use
04-29-23-31-0019	04-29-23-31-0023	McGough Development

Fiscal Disparities Election

The City elected to calculate fiscal disparities from inside (B election) the district.

Frozen Tax Rate

128.852%

Allowable Uses

MN Statute 469.176 subd. 4j specifies the activities in which tax increment from a redevelopment district may be spent. In general, tax increment must be spent on correcting those conditions which caused the area to be designated as a redevelopment district. Allowable uses include property acquisition, demolition, rehabilitation, installation of public utilities, road, sidewalks, public parking facilities, and allowable administrative expenses.

Obligations

There is one PAYGO Note in this district as follows:

- **\$1,316,000** at 2.25% and paid with 90% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$874,988.60 and the projected final payment is on February 1, 2039.

TIF 20 MCGOUGH CONTINUED

Other Development Agreement Compliance

- 1. Minimum Assessment Agreement.** The minimum market value as of January 2, following the date of receipt of a Certificate of Completion shall be \$7,246,125. The Assessment Agreement shall be in place until the TIF Note is paid in full or the TIF District terminates, whichever is sooner.
- 2. Tax Petitions.** McGough has to inform REDA of any tax petition it files for the property. During the pendency of the petition, REDA will pay principal and interest on the TIF Note only to the extent of the Available Tax Increment attributable to the minimum Market Value of the property; provided that if McGough fails to notify REDA of the tax petition, REDA shall have the right to withhold all payments of principal and interest on the TIF Note until McGough's challenge is resolved. Upon resolution of the tax petition, any Available Tax Increment deferred and withheld shall be paid, without interest thereon, to the extent payable under the assessor's final determination of Market Value.

Four Year and Five-Year Rule

This District has met both requirements.

Recommendations

- 1. Pooling for Redevelopment and Affordable Housing.** We recommend REDA do a budget modification to retain an additional 10% for affordable housing. This will allow REDA to retain approximately \$783,000 for these purposes and would likely extend the district by 6.5 years. The District would still be decertifying approximately seven (7) years early

TIF 21 COLDER PRODUCTS

Description

TIF District 21 Colder (County #TBD) is a Redevelopment District established on February 25, 2019 and is located within the Development District No. 1. Originally the district encompassed three (3) parcels which were decertified from TIF District 17 & 17A. On May 20, 2019, the REDA entered into a development agreement with Colder Products Company to provide the necessary assistance for redevelopment of environmentally contaminated land and construction of a 131,100 square foot manufacturing, warehouse, and corporate headquarters for Colder Products Company.



Demolition and remediation work commenced, and construction is underway following the receipt of a no further action letter from the Minnesota Pollution Control Agency regarding the hazardous wastes and contaminates presently found on the property. REDA provided funding from TIF 17A (HSS) for remediation in the amount of \$868,000, pursuant to the special legislation received for TIF District 17A in 2019. In addition, REDA secured \$250,000 in grant funds from the DEED for equipment acquisition and \$300,000 from Ramsey County ERF for environmental clean-up. REDA issued the PAYGO TIF Note on November 18, 2020 for \$2,200,000. The TIF Note was issued to reimburse Colder Products Company for a portion of the costs associated with land acquisition, demolition, and environmental investigation and remediation costs.

Adopted.....	02/25/2019
Requested Date.....	06/20/2019
Certified Date.....	TBD
First Increment.....	07/2021
Decertification.....	12/31/2046

TIF 21 COLDER PRODUCTS CONTINUED

Former and Current PID Numbers

Former PID#	New PID#	Use
04-29-23-32-0001		
04-29-23-32-0002	04-29-23-32-0013	Colder
04-29-23-32-0003		

Fiscal Disparities Election

The City elected to calculate fiscal disparities from inside (B election) the district.

Frozen Tax Rate

Request for certification was made by June 20, 2019 so the pay 2019 rate is 124.897% and will be verified once certification document is received from the County.

Allowable Uses

MN Statute 469.176 subd. 4j specifies the activities in which tax increment from a redevelopment district may be spent. In general, tax increment must be spent on correcting those conditions which caused the area to be designated as a redevelopment district. Allowable uses include property acquisition, demolition, rehabilitation, installation of public utilities, road, sidewalks, public parking facilities, and allowable administrative expenses.

Obligations

There is one PAYGO Note in this district as follows:

- **\$2,200,000** at 3% and paid with 90% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$1,669,741.49 and the projected final payment is on February 1, 2032.

TIF 21 COLDER PRODUCTS CONTINUED

Other Development Agreement Compliance

- 1. Minimum Assessment Agreement.** The minimum market value as of January 2, 2021 shall be \$14,873,320. The Assessment Agreement shall be in place until the TIF Note is paid in full or the TIF District terminates, whichever is sooner.
- 2. Tax Petitions.** Colder has to inform REDA of any tax petition it files for the property. During the pendency of the petition, REDA will pay principal and interest on the TIF Note only to the extent of the Available Tax Increment attributable to the minimum Market Value of the property; provided that if Colder fails to notify REDA of the tax petition, REDA shall have the right to withhold all payments of principal and interest on the TIF Note until their challenge is resolved. Upon resolution of the tax petition, any Available Tax Increment deferred and withheld shall be paid, without interest thereon, to the extent payable under the assessor's final determination of Market Value.

Four Year and Five-Year Rule

This District has met both of these requirements.

Recommendations

- 1. Pooling for Redevelopment and Affordable Housing.** We recommend REDA do a budget modification to retain an additional 10% for affordable housing. This will allow REDA to retain approximately \$1.5 million for these purposes and would likely extend the district by five (5) years. The District would still be decertifying approximately seven (7) years early.

TIF 22 TWIN LAKES II

Description



TIF District 22 Twin Lakes II (County #TBD) is a Redevelopment District established on August 12, 2019 and is located within the Development District No. 1. The district encompasses seven (7) parcels which will be replatted into various developments and consist of 117 market rate apartments, 40,000 sq/ft of medical office, 224 non-age restricted affordable apartments and 277 senior affordable apartments. On September 16, 2019, REDA approved a development agreement with Reuter Walton (apartments) and 2720 Fairview Mkt LLC (Office) to provide the necessary assistance for redevelopment of a parcel into 117 apartment units and 40,000 sq/ft of medical office for Tareen Dermatology. Pursuant to the Agreement for the apartments with Reuter Walton, REDA will provide an additional \$550,000 in TIF Pooling dollars from TIF 17A (HSS) for remediation work completed under an approved Response Action Plan (RAP) for the site. On December 2, 2019, REDA approved an assignment and subordination agreement for the office portion of the site so they could close on their financing. On March 3, 2022, REDA issued a PAYGO TIF Note to Tareen Dermatology for \$634,000 and on August 1, 2022, they issued a PAYGO TIF Note to 2720 Fairview Group, LLC for \$2,900,000. REDA entered into two separate TIF Agreement with Dominium in 2020. On February 8, 2023, REDA issued a TIF note to Roseville Leased Housing Associates I, LLLP (Oasis Family Housing) for \$1,899,744 and on July 1, 2024, REDA issued a TIF Note to Roseville Leased Housing Associates II, LLP (Harbor Sr. Hsg.) for \$2,044,550.



TIF 22 TWIN LAKES II CONTINUED

Adopted.....	08/12/2019
Requested Date.....	2019
Certified Date.....	TBD
First Increment.....	07/2021
Decertification.....	12/31/2039

Former and Current PID Numbers

Former PID#	New PID#	Use
04-29-23-43-0005	Same as Existing	
04-29-23-43-0013	Same as Existing	Dominium Apartments & Retail
04-29-23-43-0014	Same as Existing	
04-29-23-43-0002	Same as Existing	Reuter Walton - Apts & Office
04-29-23-43-0001	Same as Existing	Village Auto
04-29-23-43-0003	Same as Existing	Fireside Hearth/Home
04-29-23-43-0015	Same as Existing	The Tile Shop

Fiscal Disparities Election

The City elected to calculate fiscal disparities from inside (B election) the district.

Frozen Tax Rate

Request for certification will be made by June 20, 2020 so the pay 2020 rate will be the frozen rate and is not yet available.

Allowable Uses

MN Statute 469.176 subd. 4j specifies the activities in which tax increment from a redevelopment district may be spent. In general, tax increment must be spent on correcting those conditions which caused the area to be designated as a redevelopment district. Allowable uses include property acquisition, demolition, rehabilitation, installation of public utilities, road, sidewalks, public parking facilities, and allowable administrative expenses.

TIF 22 TWIN LAKES II CONTINUED

Obligations

There are four (4) PAYGO Notes in this district as follows:

- **\$2,900,000** to be issued to 2720 Fairview Group, LLC. for the market rate apartments at 3.75% and paid with 95% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$2,100,934.14 and the projected final payment is on August 1, 2031.
- **\$634,000** issued to Tareen Dermatology for the medical office development at 2.9% and paid with 90% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$317,791.51 and the projected final payment is on August 1, 2028.
- **\$1,899,744** issued to Roseville Leased Housing Associates I, LLP for the non-age restricted, affordable apartments at 3.93% and paid with 90% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$1,444,654.36 and the projected final payment is on February 1, 2038.
- **\$2,044,550** issued to Roseville Leased Housing Associates II, LLP for the senior, affordable apartments at 4.28% and paid with 95% of the TIF generated from the project. After the 8/1/2025 payment, the current balance is \$1,729,554.35 and the projected final payment is on February 1, 2037.

Other Development Agreement Compliance

1. **Minimum Assessment Agreements.** For Reuter Walton Apartments, the minimum market value as of January 2, 2020, shall be \$5,397,500 and as of January 2, 2021, it shall be \$21,590,000. For Tareen Dermatology, the minimum market value as of January 2, 2020, shall be \$3,500,000 and as of January 2, 2021, it shall be \$7,000,000. For Oasis (family apartments) it shall be \$41,040,000 as of January 2, 2022, and for Haror Apartments (Sr. Affordable), it shall be \$49,860,000 as of January 2,

TIF 22 TWIN LAKES II CONTINUED

2023. The respective assessment Agreements shall be in place until the respective TIF Note is paid in full or the TIF District terminates, whichever is sooner.

2. **Tax Petitions.** The Developer has to inform REDA of any tax petition it files for the property. During the pendency of the petition, REDA will pay principal and interest on the TIF Note only to the extent of the Available Tax Increment attributable to the minimum Market Value of the property; provided that if the Developer fails to notify REDA of the tax petition, REDA shall have the right to withhold all payments of principal and interest on the TIF Note until their challenge is resolved. Upon resolution of the tax petition, any Available Tax Increment deferred and withheld shall be paid, without interest thereon, to the extent payable under the assessor's final determination of Market Value.

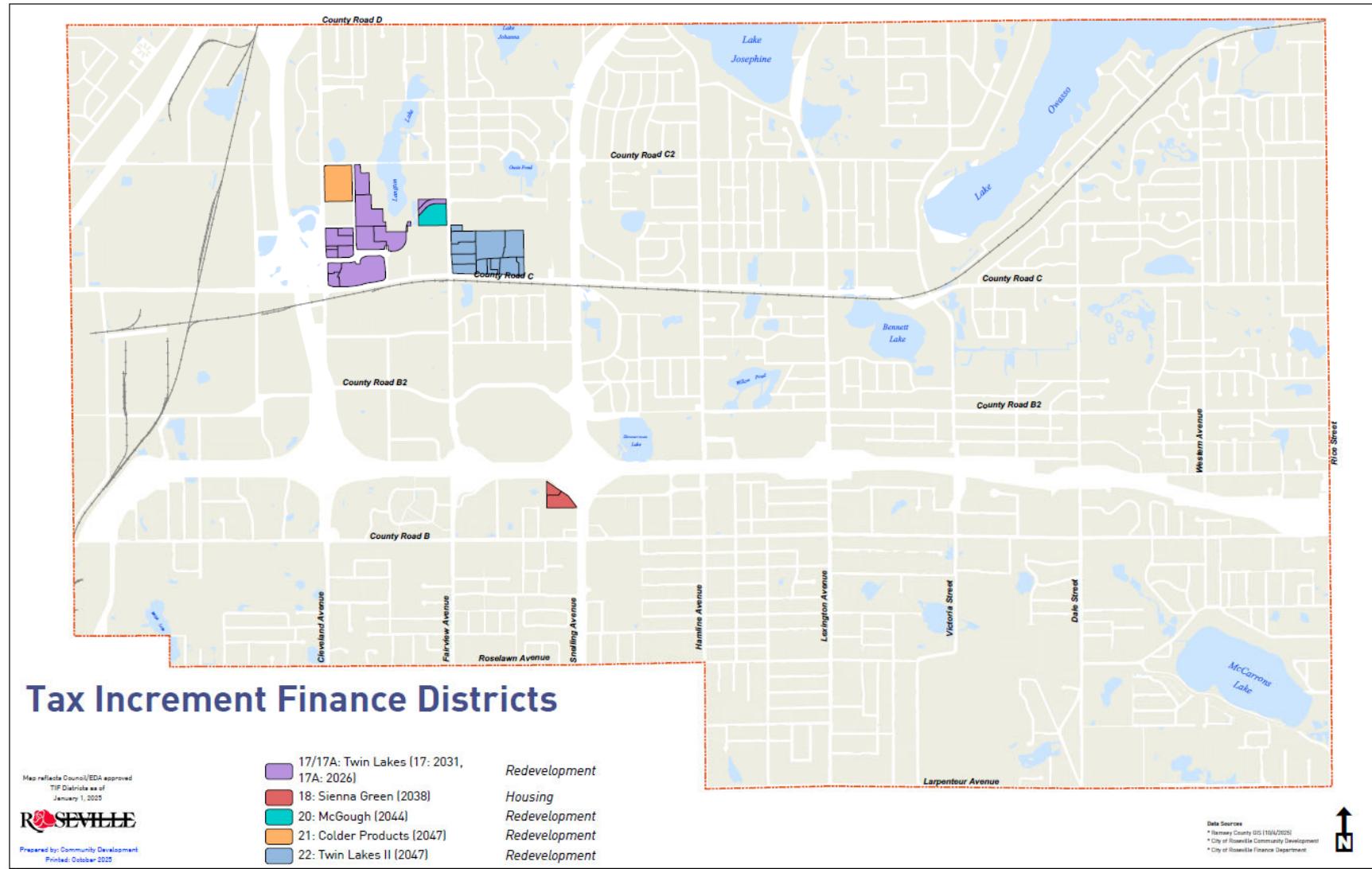
Four Year and Five-Year Rule

This District has met both of these requirements.

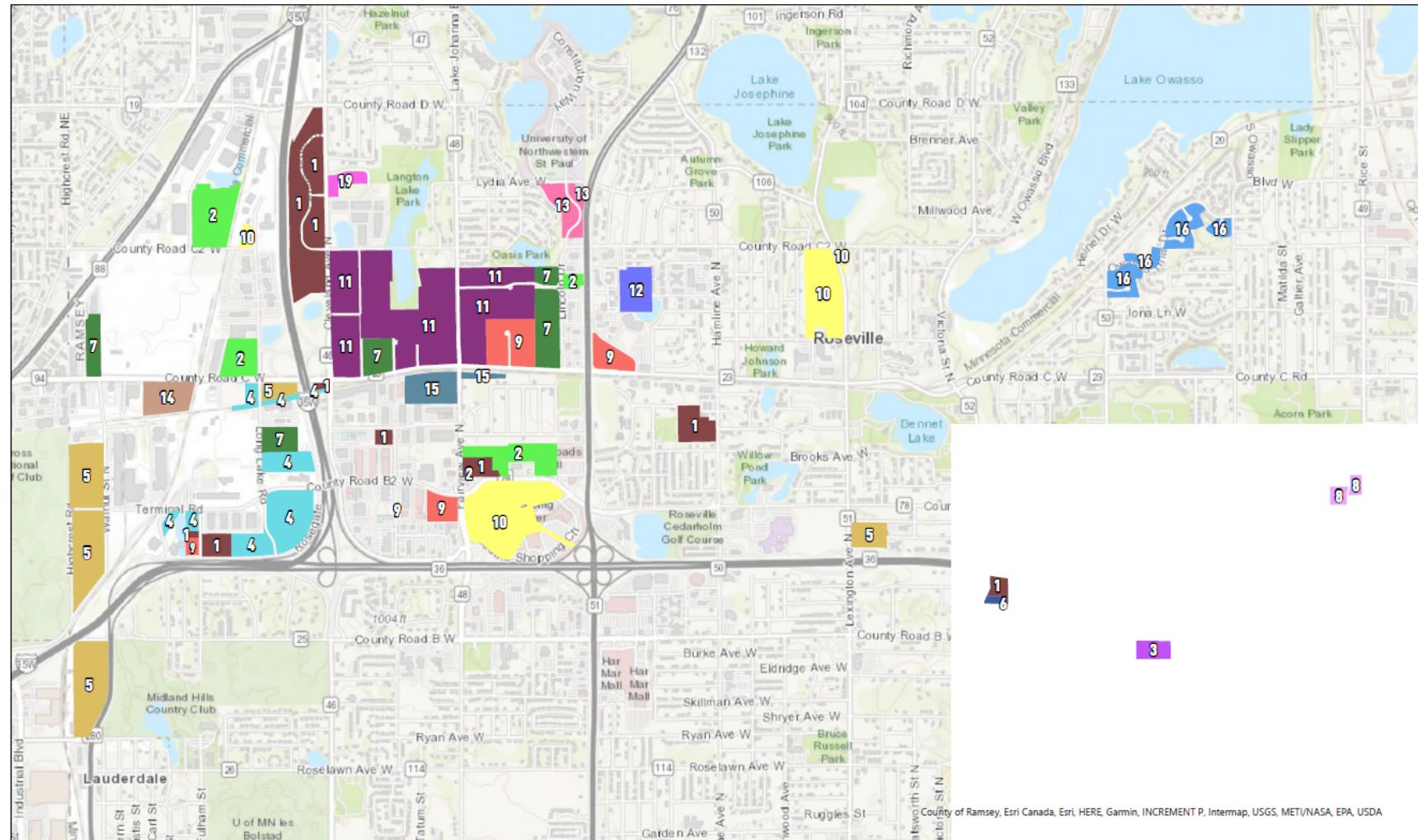
Recommendations

1. **Pooling for Redevelopment and Affordable Housing.** We recommend REDA do a budget modification to retain an additional 10% for affordable housing. This will allow REDA to retain approximately \$4.7 million for these purposes and would likely NOT extend the anticipated term of the district.

Map of Current TIF Districts



Map of Historical TIF Districts



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.b.

Department Approval

Janice Gundlaeh

City Manager Approval

James J. Trusger

Item Description: Consider a Resolution authorizing the President and Executive Director to execute a Second Amendment to Contract for Private Redevelopment, a replacement TIF Note, and a Collateral Assignment for Roseville Leased Housing Associates II, LLLP (known as Harbor at Twin Lakes)

1
Background

2
3 In 2021, the Roseville Economic Development Authority (REDA) authorized public finance assistance in
4 the form of affordable housing tax increment for a project known as Harbor at Twin Lakes, creating 277
5 units of age-restricted rental housing. On May 13, 2024, the REDA amended the Contract for Private
6 Redevelopment and Tax Increment Financing (TIF) Note for Roseville Leased Housing Associate II,
7 LLLP (Harbor at Twin Lakes). These amendments were made to address the changes to the 4D tax
8 classification, which the state legislature made in 2023. The changes allowed for affordable housing
9 developments to pay 25% of the overall value, which lowered the value of the original TIF Note. The
10 developer missed the filing deadline to receive the 4D tax classification on the Harbor at Twin Lakes and
11 is requesting the REDA amend the agreements again, raising the value of the TIF Note to allow for them
12 to be reimbursed for taxes paid prior to the 4D classification becoming effective. The current TIF note is
13 \$2,044,550 for 18 years. If the REDA agrees to these proposed amendments, the new amount would be
14 \$2,580,000. No other changes to contract terms are proposed. The developer would be paid the
15 additional \$535,450 at the next TIF payment given these taxes have already been paid and received by
16 the City. The REDA is under no obligation to approve these actions. However, there is no benefit to the
17 City to withhold the money and the project was supported based on its alignment with the City's
18 affordable housing goals at the time. This action requires amending the Contract for Private
19 Redevelopment, the TIF Note, and the Collateral Assignment, all of which are provided in Attachments 1
20 and 2.

21
Policy Objectives

22 The REDA's role is to coordinate and administer housing, economic development and redevelopment
23 efforts for the City of Roseville.

24
Equity Impact Summary

25 There are no equity impacts related to this request.

26
Budget Implications

27 The tax increment assistance is provided via "pay as you go". As such, there are no budget
28 implications.

29
Staff Recommendations

30 Staff recommends authorizing the Second Amendment to the Contract for Private Redevelopment, a
31 replacement TIF Note, and a Collateral Assignment for Roseville Leased Housing Associates II, LLLP
32 (Harbor at Twin Lakes).

38 **Requested Council Action**39 By motion, adopt the Resolution (Attachment 3) authorizing the President and Executive Director to
40 execute a Second Amendment to the Contract for Private Redevelopment, a replacement TIF Note, and
41 a Collateral Assignment for Roseville Leased Housing Associates II, LLLP (Harbor at Twin Lakes).

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager

Attachments:

- 1. Second Amendment to Contract for Private Redevelopment (includes TIF Note)
- 2. Collateral Assignment
- 3. Resolution

**SECOND AMENDMENT TO
CONTRACT FOR PRIVATE REDEVELOPMENT**

THIS SECOND AMENDMENT TO CONTRACT FOR PRIVATE REDEVELOPMENT is made as of the _____ day of _____, 2025 (the “Second Amendment”), between the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), and ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP, a Minnesota limited liability limited partnership (the “Redeveloper”), and amends the Contract for Private Redevelopment, dated June 7, 2021 (the “Original Agreement”) as amended by the First Amendment to Contract for Private Redevelopment (the “First Amendment”), dated July 1, 2024, between the Authority and the Developer.

WITNESSETH:

WHEREAS, the Developer previously acquired certain property (the “Redevelopment Property”) within Development District No. 1 (the “Project”) and developed an approximately 277-unit multifamily rental housing facility thereon intended for occupancy by seniors with community rooms, a theater, and fitness center amenities (collectively, the “Minimum Improvements”); and

WHEREAS, the Authority previously established Tax Increment Financing District No. 22: Twin Lakes II (the “TIF District”), a redevelopment district, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”), consisting, in part, of the Redevelopment Property located within the Project; and

WHEREAS, pursuant to the TIF Act and the Original Agreement, the Authority agreed to issue a Tax Increment Revenue Note (Harbor at Twin Lakes Project) (the “TIF Note”) to the Developer to assist with the financing of the Minimum Improvements, in exchange for, among other things, the Developer executing and recording an Assessment Agreement and Assessor’s Certification by and between the Authority and the Developer (the “Assessment Agreement”) on the Redevelopment Property; and

WHEREAS, all or a part of the Minimum Improvements is classified as “class 4d(1)” low-income rental property under Minnesota Statutes, Section 273.13, subdivision 25 (e) (“4d(1) Property”), and the 2023 Minnesota Legislature revised how 4d(1) Property is valued pursuant to Minnesota Statutes, Section 273.128 (the “2023 4d Change”); and

WHEREAS, due to the 2023 4d Change and pursuant to the Original Agreement, the Developer requested, and the Authority agreed, to adopt the First Amendment to (i) revise the amount of the TIF Note to reflect the 2023 4d Change; and (ii) revise the minimum market value of the Redevelopment Property in the Assessment Agreement; and

WHEREAS, following the First Amendment, Redeveloper was unable to take advantage of the reduced tax rate classification in calendar year 2024, and has requested that the Authority again adjust the principal amount of the TIF Note to reflect the increased increment received by the City due to Redeveloper not receiving the reduced tax rate classification; and

WHEREAS, the Authority has agreed to adopt this Second Amendment to revise the amount of the TIF Note to reflect the increased increment received by the City; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Amendment to Section 1.1. The definition of Agreement in Section 1.1 of the Original Agreement are hereby deleted and replaced with the following:

“Agreement” means this Agreement, as amended by the First Amendment and this Second Amendment, as the same may be from time to time modified, amended, or supplemented.

2. Amendment to Section 3.3(b). The amount of the TIF Note listed in Section 3.3(b) of the Original Agreement, as amended by the First Amendment is amended to delete \$2,044, 550 and replace it with \$2,580,000.

3. Amendment to TIF Note. The Form of Note attached as Exhibit A to the Authorizing Resolution included as Schedule B of the Original Agreement and as Exhibit A to the First Amendment is hereby deleted and replaced with Exhibit A attached hereto. All references to Exhibit A of the Authorizing Resolution and the “TIF Note” in the Original Agreement are deemed to refer to the form attached hereto as Exhibit A.

4. Definitions. Any capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Original Agreement.

5. Miscellaneous. Except as amended by the First Amendment and this Second Amendment, the Original Agreement shall remain in full force and effect. Upon execution, the Redeveloper shall reimburse the Authority for all out-of-pocket costs incurred by the Authority in connection with negotiating, drafting and approval of this Second Amendment.

IN WITNESS WHEREOF, the Authority and the Redeveloper have caused this Second Amendment to Contract for Private Redevelopment to be duly executed by their duly authorized representatives as of the date and year first written above.

**ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Dan Roe, the President of the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the Authority.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Patrick Trudgeon, the Executive Director of the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the Authority.

Notary Public

This document was drafted by:
KENNEDY & GRAVEN, CHARTERED (RGT)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300
<https://www.kennedy-graven.com/>

Execution page of the Redeveloper to the Second Amendment to Contract for Private Redevelopment, dated the date and year first written above.

ROSEVILLE LEASED HOUSING ASSOCIATES
II, LLLP

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 _____, 2025, 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

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 COUNTY OF RAMSEY
 ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY

No. R-1 \$2,580,000

TAX INCREMENT REVENUE NOTE
 (HARBOR AT TWIN LAKES PROJECT)

<u>Rate</u>	Date <u>of Original Issue</u>
4.28%	_____, 2025

The Roseville Economic Development Authority ("Authority") for value received, certifies that it is indebted and hereby promises to pay to Roseville Leased Housing Associates II, LLLP or its registered assigns (the "Owner"), the principal sum of Two Million Five Hundred Eighty Thousand and no/100 Dollars (\$2,580,000) and to pay interest thereon at the rate of 4.28% per annum, but solely from the sources and to the extent set forth herein. Unless the context clearly requires otherwise, capitalized terms in this Tax Increment Revenue Note (this "Note") have the meaning provided in the Contract for Private Redevelopment between the Authority and Owner dated as of June 7, 2021, as amended by the First Amendment to Contract for Private Redevelopment, dated as of July 1, 2024, and as further amended by the Second Amendment to Contract for Private Redevelopment, dated as of _____, 2025 (collectively, the "Agreement").

This Note replaces and supersedes the Note issued in _____, 202__ in all respects.

1. Payments. Principal and interest ("Payments") shall be paid on August 1, 2024 and each February 1 and August 1 thereafter to and including February 1, 2041 ("Payment Dates") in the amounts set forth herein, payable solely from and to the extent of the sources set forth in Section 3 hereof. Payments shall be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon thirty (30) days written notice to the Authority. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$2,580,000 as provided in the Agreement.

2. Interest. Simple interest at the rate stated herein shall accrue on the unpaid principal, commencing on the deemed date of original issue as described in Section 3.3 of the Agreement. Interest shall be computed on the basis of a year of 360 days consisting of twelve months of thirty days, and charged for actual days principal is unpaid.

3. Available Tax Increment. (a) Payments on this Note are payable on each Payment Date solely from and in the amount of "Available Tax Increment," which shall mean ninety-five percent (95%) of the total Tax Increment attributable to the Minimum Improvements and Redevelopment Property that has been paid to the Authority by Ramsey County in the six (6) months prior to the subject Payment Date.

(b) The Authority shall have no obligation to pay principal and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the Authority to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the Authority pays principal and interest hereon to the extent of Available Tax Increment. The Authority shall have no obligation to pay any unpaid balance of principal or accrued interest that may remain after the final Payment.

4. Default. If on any Payment Date there has occurred and is continuing any Event of Default by the Owner under the Agreement, the Authority may withhold payments of all Available Tax Increment hereunder as provided in Section 9.2 of the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the Available Tax Increment withheld under this Section shall be deferred and paid, without interest thereon, within thirty (30) days after the Event of Default is cured. Subject to Section 9.3 of the Agreement, if the Event of Default is not cured within three hundred sixty-five (365) days following the Authority's written notice to the Owner of such default, the Authority may terminate this Note by written notice to the Owner in accordance with the Agreement.

5. Prepayment.

The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

6. Nature of Obligation. This Note is one of an issue in the total principal amount of \$2,580,000 issued to aid in financing certain public redevelopment costs of a Project undertaken by the Authority pursuant to Minnesota Statutes, Sections 469.001 through 469.047, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the Authority on June 7, 2021, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the Authority which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the Authority or the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the Authority kept for that purpose at the principal office of the City Finance Director, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Authority, duly executed by the

Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Authority with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the Authority according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the Board of Commissioners of the Roseville Economic Development Authority has caused this Note to be executed with the manual signatures of its President and Executive Director, all as of the Date of Original Issue specified above.

ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY

Executive Director

President

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Finance Director, in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of City Finance Director
_____	Roseville Leased Housing Associates II, LLLP Federal Tax I.D. No. _____	_____

**COLLATERAL ASSIGNMENT OF TAX INCREMENT FINANCING NOTE
AND TAX INCREMENTS
(HARBOR AT TWIN LAKES APARTMENTS)**

TAXABLE LOAN

This Collateral Assignment of Tax Increment Financing Note and Tax Increments (as the same may be amended, supplemented or restated, this “**Assignment**”) is made and entered into as of _____, 2025, by **ROSEVILLE LEASED HOUSING ASSOCIATES II, LLLP**, a Minnesota limited liability limited partnership (“**Borrower**”), in favor of **FEDERAL HOME LOAN MORTGAGE CORPORATION**, a corporation organized and existing under the laws of the United States (“**Lender**”).

Greystone Servicing Company LLC (“**Greystone**”) made a loan to Borrower evidenced by that certain Multifamily Loan and Security Agreement dated July 1, 2024 (“**Loan**”). The Loan is evidenced by an Amended and Restated Multifamily Note from Borrower to Greystone effective as of July 1, 2024 (“**Note**”). The Note is secured by, among other things, an Amended and Restated Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement (“**Security Instrument**”), dated as July 4, 2024, which grants Lender a lien on the property encumbered by the Security Instrument (“**Mortgaged Property**”).

Greystone subsequently assigned the Loan to Lender on July 1, 2024 pursuant to an Omnibus Assignment and an Assignment of Security Instrument recorded July 15, 2024 in the Official Records of Ramsey County, Minnesota as Document No. A05031738. Greystone now acts as servicer of the Loan.

Pursuant to a Contract for Private Redevelopment dated as of June 7, 2021, by and between Roseville Economic Development Authority (“**TIF EDA**”) and Borrower, as amended by that certain First Amendment to Contract for Private Redevelopment dated July 1, 2024 and further amended by that certain Second Amendment to Contract for Private Redevelopment dated on or about the date of this Assignment (as the same may be amended, supplemented or restated, the “**TIF Development Agreement**”), TIF EDA has issued for the benefit of Borrower its Tax Increment Revenue Note (Harbor at Twin Lakes Apartments Project), dated on or about the date hereof, in the principal amount of \$2,580,000 (as the same may be amended, supplemented or restated, the “**TIF Note**”).

The Note, the Loan Agreement, the Security Instrument, this Assignment and any of the other documents evidencing the Loan are collectively referred to as the “**Loan Documents**”. Other capitalized terms used but not defined in this Assignment will have the meanings given to those terms in the Loan Agreement.

Lender requires that Borrower execute and deliver this Assignment in connection with issuance of the TIF Note.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Loan Agreement.
2. Assignment. Borrower hereby assigns to Lender and grants to Lender, its successors and assigns, a security interest in all of its right, title and interest in and to the TIF Note and the Tax Increments (as defined in the TIF Development Agreement) as security for the Loan and all future loans, advances, debts, liabilities, obligations, covenants and duties owing by Borrower to Lender of any kind or nature arising from the Loan. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall not have any right under this Assignment to exercise any remedies under this Assignment until an Event of Default (as defined in Section 8 hereof) shall occur.
3. Representations and Warranties. Borrower represents and warrants to Lender and agrees as follows:
 - (a) Borrower will not, without the prior written consent of Lender, modify, amend, supplement, terminate, surrender or change in any manner whatsoever the TIF Note and will not release or discharge the obligations of any party thereto or modify or extend the time of performance thereunder or the scope of the work thereunder.
 - (b) The TIF Note and the Tax Increments are free and clear of all liens, security interests, assignments and encumbrances other than the assignment and security interest created by this Assignment.
 - (c) Borrower has the full right, power and authority to assign the TIF Note and the Tax Increments free and clear of any and all liens, security interests and assignments.
 - (d) Borrower will keep the TIF Note and the Tax Increments free from any lien, encumbrance, assignment or security interest whatsoever, other than this Assignment and security interest.
 - (e) Borrower will from time to time and at the request of Lender execute such documents and pay the cost of filing and recording the same and do such other acts and things as Lender may request to establish and maintain a perfected security interest in the TIF Note and the Tax Increments which is valid and superior to all liens, claims or security interests whatsoever, or to otherwise further evidence or implement the provisions and intent of this Assignment.
4. Covenants of Borrower. Borrower covenants and agrees that:
 - (a) It shall perform each and every one of its duties and obligations under the TIF Development Agreement and observe and comply with each and every term, covenant, condition, agreement, requirement, restriction and provision of the TIF Development Agreement.
 - (b) It shall give prompt notice to Lender of any claim of or notice of default under the TIF Note known or given to it together with a copy of any such notice or claim if in writing.

(c) At the sole cost and expense of Borrower, Borrower will enforce the full and complete performance of each and every duty and obligation to be performed by TIF EDA under the TIF Development Agreement and the TIF Note.

(d) It will appear in and defend any action arising out of or in any manner connected with the TIF Development Agreement or the TIF Note and the duties and obligations of Borrower or TIF EDA thereunder.

5. Purpose of Assignment. This Assignment is made to induce Lender to make the Loan under the Loan Agreement, and for the purpose of securing the performance and observance by Borrower of all of the terms and conditions of the Loan and all other obligations of Borrower under the Loan Documents (as defined in the Loan Agreement) in connection with the Mortgaged Property.

6. Right to Act on Behalf of Borrower; Payments under TIF Note. Borrower hereby authorizes Lender during an Event of Default to act on its behalf either in the name of Borrower or Lender in connection with the exercise of any of the rights of Borrower under the TIF Note. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact to demand, receive and enforce Borrower's rights with respect to the TIF Note. Borrower agrees to reimburse Lender on demand for any expenses incurred by Lender, or its agents or attorneys, pursuant to the aforesaid authorization. Borrower hereby irrevocably instructs, directs, authorizes and empowers all parties to the TIF Development Agreement and the TIF Note to recognize the claims of Lender, and its successors or assigns hereunder, and to act upon any instructions or directions of Lender without investigating the reason for any action taken by Lender (or such other party or parties).

7. No Assumption By Lender. It is understood and agreed that neither Lender assumes any of the obligations or duties imposed upon Borrower under the TIF Development Agreement or accepts any responsibility or liability for the performance of any of the obligations imposed upon Borrower pursuant to the TIF Development Agreement.

8. Scope of Assignment. The rights assigned by this Assignment include but are not limited to all of Borrower's interest in the TIF Note and the Tax Increments, including all right, power, privilege and option to modify or amend the TIF Note, or waive or release the performance or satisfaction of any duty or obligation under the TIF Note; provided, prior to any Event of Default, Borrower shall have the right to apply the Tax Increments for the purposes stated in the TIF Development Agreement.

9. Event of Default. An "**Event of Default**" shall mean the occurrence of any Event of Default under any of the Loan Documents.

10. Remedies. Upon the occurrence of an Event of Default, Lender may, without demand or performance or other demand, advertisement, or notice of any kind, except such notice as may be required under the Uniform Commercial Code and all of which are, to the extent permitted by law, hereby expressly waived, (a) collect the amounts payable to Borrower pursuant to the TIF Note and shall hold such amounts free and clear of the interest of Borrower therein and shall be entitled to own, hold, dispose of and otherwise deal with the amounts payable pursuant to the TIF Note in its own right and name as its own property, or in the name of Borrower or otherwise, exercise any right of Borrower to demand, collect, receive and receipt for, compromise, compound, settle and

prosecute and discontinue any suits or proceedings in respect of any or all of the amounts payable pursuant to the TIF Note; (b) take any action that Lender may deem necessary or desirable in order to collect the amounts payable pursuant to the TIF Note; exercise any of the remedies available to a secured party under the Uniform Commercial Code and/or to proceed to protect and enforce this Assignment by suits or proceedings or otherwise; and (c) enforce any other legal or equitable remedy available to Lender. The foregoing remedies are cumulative of and in addition to and are not restrictive of or in lieu of, the rights or remedies provided for or allowed in the Loan Agreement or any other instrument given for the security of the Loan, or as provided for or allowed by law or in equity.

11. Indemnity. Neither Lender shall have any obligation to perform or satisfy any duty or obligation of Borrower under the TIF Development Agreement. Borrower shall and does hereby indemnify, defend and hold Lender harmless for, from and against and in respect of any and all actions, causes of action, suits, claims, demands, judgments, proceedings and investigations (or any appeal thereof or relative thereto or other review thereof) of any kind or nature whatsoever, arising out of, by reason of, as a result of or in connection with the TIF Development Agreement or the TIF Note, and any and all liabilities, damages, losses, costs, expenses (including fees of counsel and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, suffered, incurred or sustained by Lender as a result of, or reason of or in connection with any of the matters above.

12. Uniform Commercial Code. To the extent that this Assignment may be governed by the provisions of the Uniform Commercial Code now or hereafter in effect, this Assignment shall be deemed to be a security agreement within the meaning of the Uniform Commercial Code, shall be governed by the provisions thereof and shall constitute a grant to Lender of a security interest in the TIF Note and the Tax Increments.

13. Choice of Law. Notwithstanding the place of execution of this instrument, the parties to this Assignment have contracted for Minnesota law to govern this Assignment and it is agreed that this Assignment is made pursuant to, and shall be construed and governed by, the laws of the State of Minnesota without regard to the principles of conflicts of law.

14. Notices. Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the parties hereto shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day (as defined in the Loan Agreement) following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth below. The following parties may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

Each notice to Lender shall be addressed as follows:

Greystone Servicing Company LLC
419 Belle Air Lane
Warrenton, Virginia 20186

Attention: customercare@greyco.com

with a copy to:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, MS B4P
McLean, Virginia 22102
Attention: Multifamily Operations - Loan Accounting
Email: mfla@freddiemac.com
Telephone: (703) 714-4177

with a copy to:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive, MS 210
McLean, Virginia 22102
Attention: Managing Associate General Counsel –
Multifamily Legal Division
Telephone: (703) 903-2000

Each notice to Borrower shall be addressed as follows:

Roseville Leased Housing Associates II, LLLP
c/o Dominium Development & Acquisition, LLC
2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441-7400
Attention: Mark S. Moorhouse and Ryan J. Lunderby

with a copy (which copy shall not constitute notice to Borrower) to:

Winthrop & Weinstine
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John M. Stern, Esq. and Scott D. Jahnke, Esq.

15. Successors and Assigns; Recording. This Assignment shall bind Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. At the option of Lender, this Assignment may be recorded in the applicable land records of Ramsey County, Minnesota.

16. Release. Upon a determination by Lender that the obligations secured by this assignment have been fully satisfied, Lender shall thereupon deliver to Borrower such instruments of release as, in the opinion of Borrower, may be necessary to release the interests of Lender in the TIF Note and the Tax Increments.

17. Reserved.

18. WAIVER OF TRIAL BY JURY. THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY OF ANY CONTROVERSY RELATED IN ANY WAY TO THIS ASSIGNMENT, WOULD EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY, AND WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE HOLDER OF THIS ASSIGNMENT.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Borrower has executed and delivered this Collateral Assignment of Tax Increment Financing Note and Tax Increments as of the day and year first above written.

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

By: Roseville Leased Housing Associates II, LLC, a
Delaware limited liability company
Its: General Partner

By: _____
Name: Ryan J. Lunderby
Its: Vice President

[Signature page to Collateral Assignment of Tax Increment Financing Note
and Tax Increments]

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.

**CONSENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TAX
INCREMENT FINANCING NOTE AND TAX INCREMENTS**

(HARBOR AT TWIN LAKES APARTMENTS)

TAXABLE LOAN

THIS CONSENT TO AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TAX INCREMENT FINANCING NOTE AND TAX INCREMENTS (this "Consent"), is dated as of _____, 2025, and is from the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and a political subdivision under the laws of Minnesota (the "EDA"), to Lender, as each is identified in the foregoing Collateral Assignment. Terms used herein and not otherwise defined shall have the respective meanings given to such terms in the foregoing Collateral Assignment.

The EDA hereby covenants, represents, and warrants to and agrees with Lender as follows:

1. The EDA consents to the execution and delivery of the Collateral Assignment, and to the security interests and assignments created therein, as security for the Loans and all future loans, advances, debts, liabilities, obligations, covenants and duties owing by Borrower to Funding Lender of any kind or nature arising from the Loan.
2. The EDA has received and approved the Collateral Assignment, and the Collateral Assignment is not in conflict with the terms of the TIF Development Agreement.
3. The EDA acknowledges and agrees that Lender, or any of its respective successors or assigns shall be obligated to construct or complete the Minimum Improvements; provided, that, if Funding Lender or its successors or assigns acquires the Project by foreclosure or by a conveyance in lieu of foreclosure, the EDA acknowledges and agrees that, upon substantial completion of the Minimum Improvements in accordance with the TIF Development Agreement, Lender shall be entitled to seek from the EDA, and the EDA shall be obligated to issue to Lender, a Certificate of Completion for the Minimum Improvements in accordance with the terms set forth in the TIF Development Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the EDA has caused this Consent to Collateral Assignment of Tax Increment Financing Note and Tax Increments to be duly executed by its duly authorized representatives as of the date first above written.

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

By: _____
Name: Dan Roe
Title: President

By: _____
Name: Patrick Trudgeon
Title: Executive Director

**EXTRACT OF MINUTES OF MEETING
OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

* *

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the “Board”) of the Roseville Economic Development Authority (“REDA”) was duly held on the 10th day of November, 2025, at 6:00 p.m.

The following members were present:

and the following were absent:

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING A SECOND AMENDMENT
TO CONTRACT FOR PRIVATE REDEVELOPMENT, A
REPLACEMENT TIF NOTE, AND COLLATERAL
ASSIGNMENT**

WHEREAS, REDA entered into a Contract for Private Redevelopment, dated June 7, 2021 (the “Original Agreement”), with Roseville Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership (the “Redeveloper”), pursuant to which the Redeveloper agreed to construct an approximately 277-unit multifamily rental housing facility on certain property in Roseville, Minnesota (the “Redevelopment Property”) intended for occupancy by seniors with community rooms, a theater, and fitness center amenities (collectively, the “Minimum Improvements”); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”) and the Original Agreement, REDA agreed to issue a Tax Increment Revenue Note (Harbor at Twin Lakes Project) (the “Original TIF Note”) to the Redeveloper to assist with the financing of the Minimum Improvements, in exchange for, among other things, the Redeveloper executing and recording an Assessment Agreement and Assessor’s Certification by and between REDA and the Redeveloper (the “Original Assessment Agreement”) on the Redevelopment Property; and

WHEREAS, all or a part of the Minimum Improvements is classified as “class 4d(1)” low-income rental property under Minnesota Statutes, Section 273.13, subdivision 25 (e) (“4d(1) Property”), and the 2023 Minnesota Legislature revised how 4d(1) Property is valued pursuant to Minnesota Statutes, Section 273.128 (the “2023 4d Change”); and

47
48 WHEREAS, because of the 2023 4d Change, the Redeveloper requested that REDA
49 amend the Original Agreement pursuant a First Amendment to Contract
50 for Private Redevelopment (the “First Amendment”) which reduced the
51 amount of the Original TIF Note to \$2,044,550 (the “Amended TIF Note”)
52 and revised the minimum market value of the Redevelopment Property as
53 listed in the Assessment Agreement (as amended, the “Amended
54 Assessment Agreement”); and
55

56 WHEREAS, following the First Amendment, Redeveloper was unable to take advantage
57 of the reduced tax rate classification in calendar year 2024, and has
58 requested that the Authority again amend the Original Agreement, as
59 amended by the First Amendment, pursuant to a Second Amendment to
60 Contract for Private Development (the “Second Amendment”) to increase
61 the principal amount of the TIF Note to \$2,580,000 (the “Second Amended
62 TIF Note”) to replace the Amended TIF Note in order for the amount to
63 reflect the increased increment received by the City due to Redeveloper not
64 receiving the reduced tax rate classification; and
65

66 WHEREAS, upon Redeveloper’s prior request REDA executed a consent to a
67 Collateral Assignment of Tax Increment Financing Note and Tax
68 Increments (Tax-Exempt Loan) in favor of U.S. Bank National
69 Association as Funding Agent of Greystone Servicing Company, LLC (the
70 “Prior Consent”) which Prior Consent assigned certain interests in the
71 Original Agreement and the Original TIF Note to the Redeveloper’s
72 lenders; and
73

74 WHEREAS, the Redeveloper has requested that the REDA execute and deliver an
75 additional consent (the “Consent”) in connection with the delivery of the
76 Amended TIF Note and Redeveloper’s delivery of a Collateral
77 Assignment of Tax Increment Financing Note and Tax Increments
78 (Taxable Loan) in favor of Federal Home Loan Mortgage Corporation,
79 whereby the REDA is consenting to a further Collateral Assignment of
80 Redeveloper’s rights under the Original Agreement, as amended by the
81 First Amendment and Second Amendment, according to the terms further
82 outlined in such consents; and
83

84 WHEREAS, the Second Amendment, the Second Amended TIF Note, and the Consent
85 are now presented to the Board for their consideration.
86
87

88 NOW, THEREFORE, BE IT RESOLVED as follows:
89

90 1. The Board approves the Second Amendment and the Consent to Collateral
91 Assignment in substantially the form presented to the Board, together with
92 any related documents necessary in connection therewith, including
93 without limitation the Second Amended TIF Note and all documents,

94 exhibits, certifications, or consents, referenced in or attached to the Second
95 Amendment or Consent to Collateral Assignment (collectively, the
96 "Documents").

97

98 2. The Board hereby authorizes the President and Executive Director, in their
99 discretion and at such time, if any, as they may deem appropriate, to
100 execute the Documents on behalf of REDA, and to carry out, on behalf of
101 REDA, REDA's obligations thereunder when all conditions precedent
102 thereto have been satisfied. The Documents shall be in substantially the
103 form on file with REDA and the approval hereby given to the Documents
104 includes approval of such additional details therein as may be necessary
105 and appropriate and such modifications thereof, deletions therefrom and
106 additions thereto as may be necessary and appropriate and approved by
107 legal counsel to REDA and by the officers authorized herein to execute the
108 Documents prior to their execution; and said officers are hereby
109 authorized to approve said changes on behalf of REDA. The execution of
110 any instrument by the appropriate officers of REDA herein authorized
111 shall be conclusive evidence of the approval of such document in
112 accordance with the terms hereof. This resolution shall not constitute an
113 offer and the Documents shall not be effective until the date of execution
114 thereof as provided herein.

115

116 3. In the event of absence or disability of the officers, any of the Documents
117 authorized by this resolution to be executed may be executed without
118 further act or authorization of the Board by any duly designated acting
119 official, or by such other officer or officers of the Board as, in the opinion
120 of the city attorney, may act in their behalf. Upon execution and delivery
121 of the Documents, the officers and employees of the Board are hereby
122 authorized and directed to take or cause to be taken such actions as may be
123 necessary on behalf of the Board to implement the Documents.

124

125

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

127 , and upon a vote being taken thereon, the following voted in favor thereof:

128 and the following voted against the same:

129 WHEREUPON said resolution was declared duly passed and adopted.

130
131
132
133
134
135
136
137
138
139
Certificate

140 I, the undersigned, being duly appointed Executive Director of the Roseville
141 Economic Development Authority, Minnesota, hereby certify that I have carefully
142 compared the attached and foregoing resolution with the original thereof on file in
143 my office and further certify that the same is a full, true, and complete copy of a
144 resolution which was duly adopted by the Board of Commissioners of said Authority
145 at a duly called and regularly held meeting thereof on November 10, 2025.

146
147 I further certify that Commissioner _____ introduced said resolution and
148 moved its adoption, which motion was duly seconded by Commissioner _____,
149 and that upon roll call vote being taken thereon, the following Commissioners voted
150 in favor thereof:

151
152
153
154 and the following voted against the same: _____,
155
156 whereupon said resolution was declared duly passed and adopted.

157
158 Witness my hand as the Executive Director of the Authority this ____ day of
159 November, 2025

160
161
162
163
164 _____
165 Executive Director, Patrick
166 Trudgeon
167 Roseville Economic Development
168 Authority

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.c.

Department Approval

Janice Gundlaehr

City Manager Approval

James J. Trusler

Item Description: Consider a Resolution authorizing the President and Executive Director to execute a Subgrant Agreement related to an award of Livable Communities Act grant funds with Oyate Ota Center for pre-development activities for the reuse of the church located at 965 Larpenteur Avenue West.

1
2 **Background**

3 On July 14, 2025 the Roseville Economic Development Authority (REDA) authorized a resolution
4 supporting the application for Metropolitan Livable Communities Act (LCA) pre-development funds to
5 assist with exploration of the reuse of New Life Presbyterian Church located at 965 Larpenteur Avenue
6 West into the Oyate Ota Center. The center will be made up of three Native American non-profits:
7 American Indian Family Center (AIFC), Interfaith Action of Greater Saint Paul Department of Indian
8 Work, and the Montessori American Indian Childcare Center. These organizations collectively provide
9 services ranging from housing support, job/career training, and economic mobility assistance to health
10 and family assistance for pre-natal through elder-focused support to the community. The project was
11 awarded \$297,000 for pre-development activities consisting of condition assessments, financial studies,
12 site/building design, sustainability design, and project management/development navigation
13 activities. Since the REDA was the grant applicant, the REDA will need to enter into a Subgrant
14 Agreement to pass the funds through to Oyate Ota Center. The Subgrant Agreement was drafted by the
15 EDA attorney and is provided as Attachment 1.

16
17 **Policy Objectives**

18 The REDA's role is to coordinate and administer housing, economic development, and redevelopment
19 efforts for the city.

20
21 **Equity Impact Summary**

22 Oyate Ota Center will provide services to anyone who needs them, so support of the administration of
23 grant funds to them will not negatively impact equity.

24
25 **Budget Implications**

26 None. The developer is responsible for paying all third-party fees incurred for the
27 administration of funds.

28
29 **Staff Recommendations**

30 Approve execution of the Subgrant Agreement related to the award of the LCA grant funds to assist
31 Oyate Ota Center, LLC to redevelop 965 Larpenteur Avenue West.

32
33 **Requested Council Action**

34 By motion, adopt a Resolution (Attachment 2) authorizing the President and Executive Director to
35 execute a Subgrant Agreement related to an award of the LCA grant funds to assist Oyate Ota Center,
36 LLC to redevelop 965 Larpenteur Avenue West.

37

38

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager

Attachments:

- 1. Subgrant Agreement
- 2. Resolution

39

**SUBGRANT AGREEMENT BETWEEN THE ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY
AND
OYATE OTA CENTER, LLC**

THIS SUBGRANT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, (“Effective Date”) by and between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the “Authority”) and Oyate Ota Center, LLC, a Minnesota limited liability company (the “Subgrantee”).

RECITALS

WHEREAS, the City of Roseville, Minnesota (the “City”) is a participant in the Livable Communities Act Housing Incentives Program for 2025 as determined by the Metropolitan Council; and

WHEREAS, the Authority together with the Subgrantee have identified a project within the City that is consistent with and promotes the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the Subgrantee is exploring the renovation of a 36,000 square foot church building within the City to be used as a multi-agency anchor location that co-locates three Native American/Indigenous-led organizations (the “Property”); and

WHEREAS, in cooperation with the Subgrantee, the Authority has applied for and received a Pre-Development grant (the “Grant”) in the amount of \$297,000 from the Metropolitan Council (the “Council”), and the Council and the Authority have entered into a Metropolitan Livable Communities Grant Agreement, Grant SG-25050 the form of which is attached hereto as Exhibit A (the “Grant Agreement”); and

WHEREAS, the Authority desires to distribute monies from the Grant to the Subgrantee to assist with certain predevelopment costs including design costs, cost analysis, market studies, financial studies, and community engagement costs as more specifically described in Exhibit A to the Grant Agreement (the “Project”) as specified in the Grant application and the Grant Agreement; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

SECTION I. TERM OF AGREEMENT

This Agreement is subject to termination in accordance with the termination provision of the Grant Agreement. However, the provisions in the Grant Agreement regarding Accounting and Records, Audits, Acknowledgements and Signage and Liability will survive termination or cancellation of this Agreement or of the Grant Agreement.

SECTION II. GRANT ELIGIBLE ACTIVITIES

The Subgrantee shall conduct some or all of the predevelopment activities described in Exhibit A attached hereto (collectively, the “Grant Eligible Activities”). The Authority will reimburse the Subgrantee for Grant Eligible Activities to the extent of available grant funds in accordance with the terms of the Grant Agreement and conditioned on the Subgrantee’s compliance with this Agreement. If the costs of Grant Eligible Activities exceed the amount to be reimbursed under such Grant Agreement, such excess shall be the sole responsibility of the Subgrantee. The Subgrantee shall comply with all requirements and conditions of the Grant Agreement.

SECTION III. REQUESTS FOR DISBURSEMENT

The Authority and the Subgrantee agree that, on the terms and subject to the conditions hereinafter set forth and in the Grant Agreement, the Grant will be disbursed by the Authority upon receipt of requests for disbursement from the Subgrantee. The Subgrantee will be reimbursed from the funds received through the Grant Agreement for Grant Eligible Activities incurred in performing its obligations in accordance with this Agreement and the Grant Agreement. Reimbursements will be forwarded to the Subgrantee following completion of work by the Subgrantee under the Grant Agreement from the Grant funds actually received by the Authority from the Council and the Authority’s receipt from Subgrantee of such invoices or other evidence of expenses incurred by Subgrantee as may be required by the Authority or by the Council under the Grant Agreement. The Authority shall provide funds to the Subgrantee no later than thirty (30) days following the Authority’s receipt of the Grant funds from the Council. The Authority may withhold reimbursement payments to the Subgrantee until the deliverables associated with the reimbursement request is provided to the Authority. The Authority shall have no obligation to reimburse the Subgrantee for any amounts that exceed the amount of the grants received by the Authority under the Grant Agreement.

SECTION IV. SUBGRANTEE OBLIGATIONS

1. **Ineligible Uses.** Grant funds must be used for Grant Eligible Activities. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Subgrantee to supplant or replace: (a) grant or loan funds obtained for the Project

from other sources; or (b) Grantee contributions to the Project, including financial assistance or other resources of the Subgrantee; or (c) funding or budgetary commitments made by the Subgrantee or others prior to Council Action. The Authority shall bear no responsibility for cost overruns which may be incurred by the Subgrantee or others in the implementation or performance of the Project activities. Subgrantee is not obligated to perform all Grant Eligible Activities.

2. **Restrictions on Loans.** The Subgrantee cannot use the grant funds for loans to any subrecipient.
3. **Reports and Records.** The Subgrantee will maintain and/or submit to the Authority records and reports as required by Sections 3.01 through 3.03 of the Grant Agreement.
4. **Insurance.** The Subgrantee agrees that in order to protect itself as well as the Authority under the indemnity provision contained in Section IV, paragraph 5 herein, it will obtain and keep in force during the term of this Agreement, at its own expense:
 - a. General liability insurance covering any injury caused by act or omission on the part of the Subgrantee, its officers, agents and employees in performance of or with relation to any of the work or services performed or furnished by the Subgrantee under the terms of this Agreement in an amount of not less than \$1,000,000.00 per occurrence and aggregate.
 - b. Automobile liability insurance, if applicable, covering any injury caused by act or omission on the part of the Subgrantee, its officers, agents and employees in performance of or with relation to any of the work or services performed or furnished by the Subgrantee under the terms of this Agreement with minimum coverage in the amount of \$600,000.00 per person and \$1,000,000 per occurrence covering hired, non-owned and owned automobiles.
 - c. Umbrella or Excess Liability Coverage. (unless specifically waived in the Statement of Work/Scope of Services) providing additional coverage beyond the limits of general liability and automobile coverages set forth above, in the amount of not less than \$1,000,000.00.
 - d. Workers' compensation insurance with not less than statutory minimum limits and unemployment compensation as required by law.
 - e. Employers' liability insurance with minimum limits of at least \$100,000.00 per accident and with a Minnesota endorsement;
 - f. The general liability and automobile liability coverages must contain an endorsement naming the Authority as an additional insured as to acts committed by the Subgrantee

for which the Authority could be held responsible. The automobile liability policy must apply to any vehicle used in connection with the performance of this Agreement by the Subgrantee.

- g. **Verifiable Insurance; Notice of Cancellation.** The Subgrantee will furnish Certificates of Insurance evidencing compliance with this Section which certificates will become part of this Agreement. Each insurance policy will contain a provision requiring thirty (30) days' notice of cancellation of the policy. The Authority will not be obligated to honor payment requests at any time when the coverages required by this Agreement are not in force.
- h. **Duty to Defend and Duty to Indemnify.** Each coverage afforded to the Authority as an additional insured under this policy expressly includes the duty to defend and the duty to indemnify. As evidence of this commitment, all Certificates of Insurance referenced in this Agreement will include in the section labeled "Description/Special Items", typically in the lower left-hand corner of the document, the following language: "Each coverage afforded to the Authority as an additional insured under this policy expressly includes the duty to defend and indemnify."
- i. Insurance required under this Agreement may be held in the name of American Indian Family Center, the fiscal agent for Subgrantee.

5. **Indemnification.** Except for any willful misrepresentation or any willful or wanton misconduct of the Authority or the City, or its respective officers, employees or agents, the Subgrantee shall defend, indemnify, and hold harmless the Authority, the City, and their members, employees, and agents from and against all suits, actions claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, on account of Subgrantee, its employees and agents, and/or the Authority attempting or carrying out the terms of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Authority, City, and the Subgrantee. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Grant Agreement.** The Subgrantee will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by the Subgrantee rather than the Authority and that are conditions of award of funds under the Grant Agreement. Nothing in this Agreement shall be deemed an exception from, or alteration of, the requirements of the Grant Agreement. The Subgrantee will provide invoices to the Authority for reimbursement in accordance with the requirements of the Grant Agreement and of this Agreement. The Subgrantee will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Authority as may be needed to ensure the Authority can comply with the requirements of the

Grant Agreement that, by their nature, must be performed by the Authority rather than the Subgrantee.

In the event that the Council enforces penalties, damages, or other punitive requirements against the Authority for non-compliance with the grant terms and conditions, the Subgrantee agrees to hold the Authority, the City, and each entity's respective officers, employees, and agents harmless from any such penalties, damages or other punitive requirements resulting from the Subgrantees non-compliance with the terms and conditions required in this Subgrant Agreement and the Grant Agreement attached hereto. Subgrantee shall also be responsible for reimbursing any costs incurred by the Authority and the City in responding to any inquiries or investigations by the Council related to the Grant Agreement.

7. **Termination.** This Agreement may be terminated by the Authority for cause at any time upon fourteen (14) calendar days' written notice to the Subgrantee. Cause shall mean an Event of Default. If this Agreement is terminated prior to the Expiration Date, the Subgrantee shall receive payment on a pro rata basis for eligible Project activities described or identified in the Exhibits that have been completed prior to the termination provided that the Authority has received payment of such funds from the Council. Termination of this Agreement does not alter the Authority's ability to recover grant funds on the basis of a later audit or other review and does not alter the Subgrantee's obligation to return any grant funds due to the Authority as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Authority may take any action to protect the Authority's interests and may refuse to disburse additional grant funds and may require the Subgrantee to return all or part of the grant funds already disbursed.

SECTION V. GENERAL TERMS AND CONDITIONS

1. **Independent Contractor.** For the purpose of this Agreement, the Subgrantee is deemed to be an independent contractor and not an employee of the Authority. Any and all employees of the Subgrantee or other persons while engaged in the performance of any work or services required by the Subgrantee under this Agreement, will not be considered employees of the Authority. If required by statute, the Subgrantee will procure and maintain in force at its expense worker's compensation insurance and will provide the Authority with proof of such coverage. Withholding and payment of federal and state income taxes and FICA, for its employees will be the responsibility of the Subgrantee. The Subgrantee will pay contributions to the unemployment compensation fund and comply with all other employer requirements in accordance with the Minnesota unemployment compensation laws.
2. **Non-Discrimination.** The Subgrantee will be deemed a contractor for the application of all provisions, ordinances and other laws against discrimination, including:
 - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352); and

- b. Chapter 363A, Minnesota Statutes.
- 3. **Compliance With Applicable Law.** The Subgrantee shall comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Subgrantee's performance of the provisions of this Agreement.
- 4. **Permits, Bonds and Approvals.** The Subgrantee is responsible for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations, certifications or approvals necessary to perform or complete the Project activities described or identified in the Exhibits. The Subgrantee must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts. The Subgrantee shall comply with all applicable state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, Title 29, sections 1910.120 and 1926.65.
- 5. **Data.** The Subgrantee shall abide by Chapter 13, Minnesota Government Data Practice Act (MGDPA). All data created, collected, received, stored, used, maintained, or disseminated by the Subgrantee in performing functions under this Agreement may be subject to the requirements of the MGDPA and Subgrantee agrees to comply with the MGDPA as applicable. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. The Subgrantee agrees to hold the Authority and City and their officers, and employees harmless from any claims resulting from the Subgrantee's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. The Subgrantee's duties and obligations within this section shall survive the expiration of this Agreement.
- 6. **Default.** One or more of the following will constitute an Event of Default under this Agreement:
 - a. Subgrantee defaults in the performance or observance of any agreement, covenant or condition required to be performed or observed by Subgrantee under the terms of this Agreement, and such default is not remedied within thirty (30) days after written notice to Subgrantee from the Authority specifying such default; provided, however, if the default cannot reasonably be cured within thirty (30) days, an Event of Default shall not occur if Subgrantee in the reasonable opinion of the Authority diligently pursues a remedy within said 30-day period.

- b. Any representation or warranty made by Subgrantee herein or any document or certificate furnished to the Authority in relation to this Agreement proves at any time to be incorrect or misleading as of the date made.
- c. Subgrantee engages in any illegal activities.
- d. Subgrantee uses any of the Grant Funds contrary to this Agreement or the Grant Agreement.
- e. Subgrantee employs or becomes an individual, company, or other entity either on the State debarment list or with unresolved compliance issues.
- f. Subgrantee fails to obtain and/or keep in force insurance of the types and in the amounts as specified within this Agreement or fails to indemnify and hold harmless the Authority as set forth herein.
- g. Subgrantee fails to comply with the Grant Agreement to the extent such applies to Subgrantee or takes any action which would prohibit the Authority from complying with such Grant Agreement.

7. **Remedies**. When any Event of Default occurs, any one or more of the following remedial steps may to the extent permitted by law be taken:

- a. The Authority may, at its option, declare the amount of the Grant funds that have been expended on Grant Eligible Activities to be immediately due and payable whereupon the same will become immediately due and payable by the Subgrantee;
- b. The Authority may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Subgrantee under this Agreement, or any related instrument; or to otherwise compensate the Authority for any damages on account of such Event of Default;
- c. No remedy conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default will impair any such right or power or be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it will not be

necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

8. **Amendments.** This Agreement will not be amended without a written agreement signed by both parties. Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.
9. **Assignment.** The Subgrantee binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement, and shall not assign or transfer its interest in this Agreement without the prior written consent of the Authority.
10. **Conflict of Interest.** The officers and employees of the Subgrantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

11. **Authorized Agent and Notice.** Except as otherwise provided in this Agreement, payment request forms, written reports and correspondence submitted to Authority pursuant to this Agreement shall be directed to the Authority Authorized Agent named in this section or their successor. Any notice or demand to be given under this Agreement by any party must be delivered in person, sent by certified United States Mail, or via electronic mail with Return Receipt Requested, address to the individuals and addresses below:

Authority:

Roseville Economic Development Authority
2181 Snelling Avenue
Roseville, MN 55113
Attention: Executive Director

With a copy to:

Kennedy & Graven, Chartered
150 South 5th St., Suite 700
Minneapolis, MN 55402
Attn: Rachel Tierney

Subgrantee:

Oyate Ota Center, LLC

Attention:

12. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

13. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

14. Authority Costs. The Subgrantee has deposited with the Authority \$5,000.00 to be held in escrow by the Authority. These funds shall be available to the Authority to reimburse itself for all documented costs and expenses it incurs in the drafting and administration of this Agreement. In the event that this escrow balance is fully expended, the Subgrantee shall make additional \$3,000.00 deposits to ensure funds are available to the Authority. The Authority may determine, in its sole discretion, that escrow funds are no longer necessary and return any remaining funds to the Subgrantee without interest. Notwithstanding the status of any escrow funds, the Subgrantee shall be solely responsible for reimbursing the Authority for all costs it incurs in relation to this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Authority and the Subgrantee have caused this Agreement to be executed by their duly authorized representatives.

**ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

OYATE OTA CENTER, LLC

By: American Indian Family Center,
its Fiscal Agent

By: _____
Its: _____
Title: _____

EXHIBIT A
FORM OF GRANT AGREEMENT

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

GRANTEE: Roseville Economic Development Authority	GRANT NO. SG-25050
PROJECT: Oyate Ota Center	
GRANT AMOUNT: \$297,000	CYCLE: 2025 - Round 2
COUNCIL ACTION: September 10, 2025	EXPIRATION DATE: December 31, 2027

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality, County or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Pre-Development Grant Program to help Municipalities implement community development objectives; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Pre-Development Grant Program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Pre-Development Project" within the "Project Area" as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Pre-Development Grant Program funds to the Grantee with the understanding that the Pre-Development Project described in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the "Expiration Date" identified above.

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. **Definition of Terms.** The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) ***Council Action.*** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Pre-Development Grant Program funds.
- (b) ***County.*** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) ***Development Authority.*** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) ***Future Development Project.*** “Future Development Project” means the future development project described in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development Project for which the grant funds were awarded must be undertaken within the Project Area. The Future Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development Project may not include regional park lands.
- (e) ***Metropolitan Area.*** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) ***Municipality.*** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) ***Participating Municipality.*** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) ***Pre-Development Project.*** “Pre-Development Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds.
- (i) ***Project Area.*** “Project Area” means the specific geographic area (or areas) within which the Future Development Project must be undertaken and within which the Pre-Development Project will be conducted as described in the Grantee’s application. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

or are located adjacent to the Project Area, but neither the Future Development Project nor the Pre-Development Project may provide for the alteration or elimination of any regional park lands or trails.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1, and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. The Council's obligation to prepay or reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Pre-Development Grant Program funds. A Pre-Development Project summary ("Project Summary") that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific locations(s) within the Pre-Development Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Pre-Development Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Pre-Development Project from other sources; or (b) Grantee contributions to the Pre-Development Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Pre-Development Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

2.06. Pre-Development Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development Project activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Pre-Development Project or significant changes to grant-funded Pre-Development Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development Project or to the grant-funded activities described or identified in Attachments A and B.

2.07. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Pre-Development Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Pre-Development Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Pre-Development Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Requests and Disbursements. Except for prepaid grant funds disbursed under Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grants management system and reviewed and approved by the Council's authorized agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 2.09 AND 2.10, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE (OR THE PARTICIPATING MUNICIPALITY WITHIN WHICH THE PRE-DEVELOPMENT PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

2.10. Prepayment of Grant Funds. If requested by the Grantee, the Council will disburse to the Grantee a prepayment of up to \$50,000 or 50 percent of the Grant Amount, whichever amount is less. The Council will make this prepayment within 35 days after the Grantee submits to the Council both a copy of an executed subrecipient agreement or contract between the Grantee and its subrecipient(s) or contractor(s)/consultant(s), and an invoice for prepayment. Each subrecipient agreement or contract must clearly identify: the name of the subrecipient, contractor, or consultant; the date the subrecipient agreement or contract was executed; the grant-eligible activity or activities for which the grant funds will be used; the cost per hour or cost per unit; the quantity of service or goods; the total cost of the service or deliverables; and the type of service rendered or deliverables provided. The Council will disburse the balance of the Grant Amount on a reimbursement or cost-incurred basis under Section 2.09. As part of the Final Report required under Section 3.03, the Grantee will submit documentation showing: the service or deliverables paid for with prepaid grant funds were completed or provided; the actual cost of those service or deliverables; and how any interest income from prepaid grant funds was used.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Pre-Development Project activities described or identified in Attachments A and B.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Pre-Development Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Pre-Development Project activities described or identified in Attachments A and B. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the "Effective Date") upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Pre-Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Pre-Development Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Future Development Project, additional time within which to

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE, a complete, written amendment request. All requirements must be met for a request to be considered complete. THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Pre-Development Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development Project and the Future Development Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

Until the Future Development Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

included on all signs (if any) located at the Future Development Project or construction sites that identify project funding partners or entities providing financial assistance for the Future Development Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Pre-Development Project activities described or identified in Attachments A and B.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2050 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

5.08. Authorized Agent. Payment requests, written progress reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2, requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

5.12. Fair Housing Policy. If the Pre-Development Project will include a housing component, the governing body of the Grantee (or the Participating Municipality within which the Pre-Development Project is located) must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Grantee's commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

5.13. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

5.14. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as the original signatures of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

**ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A
PRE-DEVELOPMENT PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Pre-Development Project described in the application for Livable Communities Demonstration Account program grant funds submitted in response to the Council's notice of availability of Livable Communities Act Pre-Development Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Pre-Development Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Pre-Development Project funding sources, changes in funding amounts, or minor changes in the proposed Pre-Development Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Pre-Development Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Pre-Development Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Pre-Development Project Summary and Location(s); and (4) the grant application.

PROJECT SUMMARY

Grant Number: SG-25050
Type: LCA Pre-Development
Applicant: Roseville Economic Development Authority
Project Name: Oyate Ota Center
Project Location: 965 Larpeiteur Ave W., Roseville
Council District: 10 – Peter Lindstrom

Project Detail	
Project Overview	The proposed project is a renovation of a 36,000-square-foot former church building into a multi-agency anchor that co-locates three Native American/Indigenous-led organizations: American Indian Family Center (AIFC), Interfaith Action's Department of Indian Work (DIW), and the Montessori American Indian Childcare (MAICC).
Previous LCA Funding	\$0
Funding	
Grant Amount	\$297,000
Use of funds	
Amount	Uses
\$297,000	<p>Condition Assessments: Geotechnical and additional soil testing for landscaping gardening</p> <p>Financial Studies: Pro-Forma (including construction cost estimates, and modeling development operations costs)</p> <p>Site or Building Design: Site Planning, Construction phasing, Architectural design and space planning (including a Universal Accessibility study), Engineering, Construction, and Landscaping plans</p> <p>Sustainability/Climate Action Design: Energy and sustainable building designs (including potential for use of solar and high-efficiency HVAC and, an energy audit and studying use of passive energy), green infrastructure study</p> <p>Other: Interpretive messaging</p> <p>Project Management, Development Navigation and/or Community Engagement: Facilitation of Board of Governors, staff, and partner meetings, and collaboration with community leaders and members.</p>

ATTACHMENT B

PRE-DEVELOPMENT PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Pre-Development Project boundaries or within the Site(s).

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**



**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

* *

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the "Board") of the Roseville Economic Development Authority (the "Authority") was duly held on the 10th day of November, 2025, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

Resolution No. XX

**RESOLUTION APPROVING A SUBGRANT AGREEMENT RELATED TO AN
AWARD OF LIVABLE COMMUNITIES ACT GRANT FUNDS TO ASSIST OYATE
OTA CENTER, LLC TO REDEVELOP 965 LARPENTEUR AVENUE WEST**

WHEREAS, the Roseville Economic Development Authority (the "Authority") previously applied for Livable Communities Act (LCA) and Livable Communities Demonstration Account funds (the "LCDA Funds") available from the Metropolitan Council on behalf of the Project (as hereinafter defined); and

WHEREAS, the Authority identified a proposed project consisting of the redevelopment of the New Life Presbyterian Church at 965 Larpenteur Avenue West for the Oyate Ota Center (a collaborative between three American Indian non-profits: American Indian Family Center, Interfaith Action of Greater Saint Paul Department of Indian Work, and the Montessori American Indian Childcare Center) to provide a broad spectrum of services from housing support, job/career training, and economic mobility assistance to health and family assistance for pre-natal through elder-focused support to the community (the “Project”) within the City of Roseville (the “City”) that meets the purposes and criteria of the LCDA Funds and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the Metropolitan Council has awarded up to \$297,000 in grant funds (the "Grant Funds") to be utilized for the Project to conduct certain predevelopment activities as further outlined in the grant agreement entered into between the Authority and the Metropolitan Council; and

WHEREAS, the Authority and Oyate Ota, LLC, a Minnesota non-profit LLC (the "ReDeveloper") now desire to enter into a subgrant agreement (the "Subgrant

51 NOW THEREFORE BE IT RESOLVED as follows:

1. The Board hereby approves the Subgrant Agreement in substantially the form presented to the Board, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents, reference in or attached in the Subgrant Agreement (collectively, the “Documents”).
2. The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Documents on behalf of REDA, and to carry out, on behalf of REDA, REDA’s obligations thereunder when all conditions precedent thereto have been satisfied. The Documents shall be in substantially the form on file with REDA and the approval hereby given to the Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom, and additions thereto may be necessary and appropriate and approved by legal counsel to REDA and by the officers authorized herein to execute the Documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of REDA. The execution of any instrument by the appropriate officers of REDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Documents shall not be effective until the date of execution thereof as provided herein.
3. In the event of absence or disability of the officers, any of the Documents authorized by this resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the city attorney, may act in their behalf. Upon execution and delivery of the Documents, the officers and employees of the Board are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Board to implement the Documents.

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

, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

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Certificate

100 I, the undersigned, being duly appointed Executive Director of the Roseville Economic
101 Development Authority, hereby certify that I have carefully compared the attached and foregoing
102 resolution with the original thereof on file in my office and further certify that the same is a full,
103 true, and complete copy of a resolution which was duly adopted by the Board of Commissioners
104 of said Authority at a duly called and specially held meeting thereof on November 10, 2025.

105

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

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112 and the following voted against the same:

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115 whereupon said resolution was declared duly passed and adopted.

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117 Witness my hand as the Executive Director of the Authority this ____ day of November,
118 2025

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Executive Director, Patrick Trudgeon
Roseville Economic Development Authority

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.d.

Department Approval

Janice Gundlaehn

City Manager Approval

James J. Truagen

Item Description: Authorize the President and Executive Director to execute professional service agreements for 2026-2028 with CEE, Ehlers, Golden Shovel, Kennedy & Graven and Metropolitan Consortium Community Developers (MCCD)

1
2 **Background**

3 On September 15, 2025, staff brought forward to the Roseville Economic Development Authority
4 (REDA) discussions related to the extension of contracts with five of the following entities that provide
5 services to, or on behalf of the REDA:

6 1. Center for Energy and Environment (CEE) for home loan origination, home advisory services
7 and loan servicing
8 2. Ehlers & Associates, Inc for financial and economic development consulting services
9 3. Golden Shovel for economic development marketing services
10 4. Kennedy & Graven for legal services
11 5. Metropolitan Consortium of Community Developers (MCCD) for a business loan program

12 The REDA authorized staff to renegotiate contracts with all five entities for another 3 years from 2026-
13 2028, except Kennedy & Graven, which would be a one-year extension. Below is a summary of the
14 changes that each organization has proposed in their renewals:

15 CEE

16 CEE's Home Loan and Home Advisory services have been contracted since 2017. CEE provides loan
17 services for residents and home construction remodeling advice (Attachment 1). The increased costs
18 for origination fees and home construction remodeling advice are as follows:

Services	Current Rate	New Rate
Origination fees for all loans but DPA	\$750.00	\$775.00
Origination fees for DPA	\$950.00	\$1,100.00
Post Installation Inspection	\$150.00	\$175.00
Remodeling Advisor Visit	\$250.00	\$275.00
Annual Administration Fee	\$5,000 annually	\$5,000 annually

21 The proposed 2026 budget includes \$25,000 for these expenses.

22 CEE's Loan Servicing has been contracted since 2019. All costs for servicing remain the same for 2026-
23 2028. The fees for servicing the loans are paid for out of the interest rate that is charged from the
24 revolving loan funds of 3%. The loan servicing fees are in Exhibit B of the agreement (Attachment 2).

27 Ehler's & Associates, Inc.

28 The contract for financial and economic development consulting services with Ehlers includes the
29 following increases for the three-year contract (Attachment 3).

Services	Current Fee	Proposed 2026 Fee	Proposed 2027 Fee	Proposed 2028 Fee
<i>Municipal Advisor</i>	\$325	\$330	\$335	\$340
<i>Senior Advisor</i>	\$350	\$355	\$360	\$365
<i>Developer Escrow</i>	\$345	\$400	\$400	\$400

30
31 Most services are paid for out of Tax Increment Financing (TIF) administration fees or from project
32 escrows, as opposed to levy funds. The proposed 2026 budget reflects \$10,500 for economic
33 development consultation fees, which would fund expenses not being paid by either developers or TIF
34 administration revenues.

35 Golden Shovel

36 Golden Shovel has been assisting the REDA since 2018 with economic development marketing, hosting
37 a website platform, doing periodic updates to the website, writing content and sending out social media
38 posts under the Grow Roseville identity. The current fee of \$1,050/month has stayed flat for the last
39 three years and Golden Shovel has agreed to keep all services and fees the same for the next three-
40 year contract (Attachment 4).

41 Kennedy & Graven

42 The REDA discussed the following three options for renewing the Kennedy & Graven Contract:

43
44
45 1. Go out for RFP
46 2. Enter into a contract extension with Kennedy & Graven
47 3. Do nothing and allow Kennedy & Graven to perform EDA services under the City Attorney
48 provision in the bylaws.

49
50 The REDA agreed with staff's recommendation to extend the Kennedy & Graven contract for one year
51 and then consider going out for Request for Proposals (RFP) in fall of 2026. The following costs are
52 reflected in the contract extending services until the end of 2026 (Attachment 5).

Services	Expired Contract Fee	Proposed 2026 Fee
<i>Shareholders and Associates</i>	Varied range between \$190-\$210	\$250
<i>Paralegals</i>	\$145	\$140
<i>Law Clerks</i>	\$135	\$90

53
54 Most of the legal work surrounding the REDA is paid for by the developer/project. The proposed 2026
55 budget reflects \$14,500 for legal services that are not covered by a developer/project.

56 MCCD

57 There are no financial changes to the MCCD contract (Attachment 6). This contract allows MCCD to
58 process the small business loan program based on the partnership the REDA and MCCD established in
59 2021. The partnership manages payment on the interest rate of each loan that is being repaid and does

62 not charge a separate fee for services. Existing funding is adequate to maintain this program and no
63 additional funding was included in the 2026 budget or levy.

64 **Policy Objectives**

65 The REDA's role is to coordinate and administer housing, economic development and redevelopment
66 efforts for the City of Roseville.

69 **Equity Impact Summary**

70 There are no identified equity impacts related to the extension of these contracts.

73 **Budget Implications**

74 The REDA budgets annually for professional services for financial services, marketing services, loan
75 origination fees, home advisory visits and legal services.

77 **Staff Recommendations**

78 Authorize the President and Executive Director to enter into contracts for services with CEE, Ehlers,
79 Golden Shovel, Kennedy & Graven, and MCCD.

81 **Requested Council Action**

82 By motion, authorize the President and Executive Director to execute the contracts for services with
83 CEE, Ehlers, Golden Shovel, Kennedy & Graven, and MCCD.

85 **Prepared by:** Jeanne Kelsey, Housing and Economic Development Program Manager

86 **Attachments:**

1. First Amendment to Amended and Restated PSA with CEE
2. Loan Servicing PSA with CEE
3. First Amendment to PSA with Ehlers
4. First Amendment to PSA with Golden Shovel
5. First Amendment to Legal Services Agreement with Kennedy & Graven
6. First Amendment to PSA with MCCD

FIRST AMENDMENT TO Professional Services Agreement

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMNT (“First Amendment”) is made on the _____ day of _____, 2025, 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 nonprofit corporation organized and existing under the laws of the State of Minnesota, (hereinafter “Consultant”).

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

WHEREAS, on November 7, 2022, the Parties entered into that Amended and Restated Standard Agreement for Professional Services in order to designate Consultant to administer certain Loan Programs in addition to the services provided under the Prior Agreement (together the “Original Agreement”); and

WHEREAS, the Original Agreement will expire by its terms on December 31, 2025; and

WHEREAS, the Parties wish to extend the term of the Original Agreement for an additional 3 years; and

WHEREAS, the Parties wish to amend the compensation for Services; and

WHEREAS, the Parties further wish to update the funding allocation process for various programs; and

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, REDA and Consultant agree to amend the Agreement as follows:

A. Paragraph 2 of the Original Agreement is amended to read as follows (deletions are reflected by ~~strikeout~~, additions are reflected by underline):

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 2028, or the date of termination by REDA upon written notice thereof as provided in provision 9 hereof.

B. Paragraph 4 of the Original Agreement is amended to add a new sub-paragraph C, which reads as follows:

Consultant will be notified of funding changes to funding allocations for individual programs will be updated as needed by REDA staff and subject to the approval of the Executive Director.

- C. Exhibit B, as referred to in Paragraph 3 of the Original Agreement, is repealed and replaced with attached, amended, Exhibit B.
- D. The remaining provisions of the Original Agreement remain unchanged.

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

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

CENTER FOR ENERGY AND THE
ENVIRONMENT

By: _____

Its: _____

EXHIBIT B (AMENDED)

COMPENSATION

REDA shall pay the Consultant the amount identified below per loan closed or per inspection for the Work to be performed.

ROSEVILLE LOAN PROGRAM BUDGET

- A. Loan Program Budget Allocation (includes Origination Fees, Annual Administration, Post Installation, and Inspections): total funding will come from various REDA fund balances as authorized by the REDA, but namely Fund 723, with City staff annually providing direction on individual loan program budgets to ensure funds are available for all offered loan programs.
- B. Remodeling Advisor Visit Budget: \$15,000 annually unless otherwise directed.

Budget Notes:

1. Funds can be transferred across the various loan programs outlined in Exhibit A of the Prior Agreement but do not change the funding outlined in paragraph A above but must be approved in writing by the REDA.
2. Services performed by CEE will initially be funded from the Roseville Loan Program Budget as stated above and paid in accordance with the following schedule.

Origination Fee (Home Improvement, Senior Deferred, Mobile Home and Emergency Deferred)	\$775.00 per loan closed
Down Payment Assistance Deferred Loan	\$1,100.00 per loan closed
Post-Installation Inspection	\$175.00 per inspection
Remodeling Advisor Visit	\$275.00 per inspection
Annual Administrative Fee *	\$5,000.00 annually

* The Annual Administration Fee shall be payable on January 1st of each year the contract is active.

3. Loan Servicing: The REDA will contract directly with CEE.

**ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the _____ day of _____, 2025, 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 the Environment, (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence on January 1, 2026. Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2028. This Agreement may be terminated earlier by the REDA with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to Contractor. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the REDA terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The REDA agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the REDA.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the REDA. Invoices shall contain the following:

a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses, an itemized listing includes, as applicable, receipts for such expenses.

b. Upon request of the REDA, Contractor must also provide the REDA’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any

termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To REDA:

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

To Contractor:

Center for Energy and the Environment
212 3rd Ave. North, Suite 560
Minneapolis, MN 55401
Attn: [REDACTED]

6. Assignment or Subcontracting. Unless noted otherwise in Exhibit A, the Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the REDA. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the REDA for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the REDA. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the REDA's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the REDA shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the REDA may reasonably request. Following each performance review the Parties shall, if requested by the REDA, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the REDA any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the REDA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the REDA, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the REDA under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain, at Contractor's expense, as follows:

a. Workers Compensation insurance for all employees performing Work under this agreement in accordance with Minnesota law. The Contractor shall also provide Employer’s Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Contractor from Workers’ Compensation insurance, the Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers’ Compensation requirements.

b. Professional/Technical (Errors and Omissions) Liability Insurance

For contractors providing professional services as determined by the REDA, the Contractor is required to maintain Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims the Contractor may become legally

obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contractor's professional services required under the contract.

The Contractor is required to carry the following minimum limits:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of the contract and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

c. Business Automobile Liability Insurance.

The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

d. Additional Insurance conditions:

- The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the REDA with respect to any claim arising out of the Contractor's performance under the contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the REDA Attorney.
- Any insurance limits in excess of the minimum limits shall be available to the REDA.
- All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the REDA, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.

- Deductibles and self-insured retentions must be declared to and approved by the REDA. The REDA may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Contractor is required to submit a Certificates of Insurance acceptable to the REDA as evidence of the required insurance coverage requirements.
- The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the REDA, or ten (10) days' written notice for non-payment of premium.
- The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.
- If the REDA authorizes the Contractor to be self-insured, a Certificate of Self-Insurance must be attached.
- The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the REDA.
- The REDA reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
- All insurance policies must be open to inspection by the REDA, and copies of policies must be submitted to the REDA's authorized representative upon written request.
- The REDA's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.
- If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Contractor must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage has been extended.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the contract.
- Contractor must provide a copy of: (i) a certification of insurance satisfactory to the REDA, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the REDA prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the REDA and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become

the property of the REDA, but the Contractor may retain copies of such documents as records of the services provided. The REDA may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the REDA.

16. Conflicts. No salaried officer or employee of the REDA and no member of the REDA Council of the REDA shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

20. 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.

21. Entire Agreement. Unless stated otherwise in this, 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 remainder of this page has intentionally been left blank.)

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

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

CENTER FOR ENERGY AND THE
ENVIRONMENT

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

WORK

NEW LOAN SET UP**Loan Boarding**

CEE will board the loan upon origination into CEE's servicing system. For any unsecured loan, CEE will board the new loan within three (3) business days of origination. For any secured loan, CEE will board the new loan within three (3) business days after the expiration of the right of rescission. CEE will confirm the funding pool and assure that the new loan draws off the correct pool.

For purposes of this Agreement, "business days" means calendar days other than weekends, official federal holidays, and non-banking holidays.

Reporting

CEE will report every loan to at least one of the three major credit agencies upon inception as it may designate in its sole discretion.

Quality Control Review

The loan and ACH entry instruction will be reviewed prior to activation to verify the servicing system matches the terms of the promissory note and any other programmatic requirements per the documents submitted.

Welcome Letter

A welcome letter will be sent to borrowers within five (5) business days after boarding. This letter shall include the toll-free customer service number as well as an email address that is available for borrowers to use should they have a question regarding their loan. Customer service is available from 8:00 AM to 4:30 PM Central Time, on "business days". An automatic ACH enrollment form is included in the letter for borrowers to complete and return to CEE if they would like recurring payments to be initiated automatically by CEE. The letter will also contain instructions for borrowers to receive access to the online loan portal where they have access to all their loan information and ability to make payments.

STANDARD SERVICING -AMORTIZING/DEFERRED**Billing**

Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or other appropriate frequency based on terms of the promissory note.

Collection of Loan payments

CEE shall collect payments of principal, interest and any appropriate fees. CEE shall confirm the application of payments to be consistent with the loan documents as part of ongoing due diligence.

Customer Service

CEE shall provide customer service to borrowers from 8:00AM- 4:30 PM Central Time on "business days". The customer service team is available through the toll free phone number or email at loanservicing@mncee.org. Borrowers will receive a response within five (5) business days following a question submitted to CEE. Borrowers are able to view loan information on the loan portal as well as schedule payments.

Past Due Collections

CEE will make reasonable efforts to maintain loans in a current status and will deal promptly with those which are delinquent in accordance with the Collection Activity section below. CEE will process loan defaults as directed by Client.

Reporting

CEE will provide standard monthly reporting for the prior month's activities to Client no later than the 10th business day of each month. The standard reports are as listed:

- o Loan Trial Balance
- o Aged Delinquency
- o Principal and Interest Collections
- o New Loan
- o Paid Loan
- o Fee Scheduled
- o Fee Earned

Special reports may be added at an additional cost for programming. (See Exhibit B for pricing)

IRS Reporting

CEE shall provide borrowers with the required IRS annual tax reporting.

Funds Remittance

CEE shall remit collected funds less servicing and other applicable fees and any late charges assessed to borrower by the 10th business day of the month. Late charges will be retained by CEE. Funds will be remitted via ACH. An invoice will be distributed detailing

the servicing fees. CEE shall remit such funds by means of ACH or other electronic funds transfer to an account designated by Client.

COLLECTION ACTIVITY

Early Delinquency

CEE will make reasonable efforts to maintain loans in a current status and will make reasonable periodic efforts to contact borrowers who are delinquent, in order to encourage payment. Such efforts will be limited to those loans that are no more than 90 days past due.

- o CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- o CEE will send delinquency letters for loans 31- 60 days past due.
- o CEE will continue sending letters and begin phone calls for loans 61-90 days past due.

Late Delinquency

CEE will make reasonable efforts to contact Borrowers, solicit payments, and return loans to a current status, where the loan has reached 90 or more days past due, in order to encourage payment.

- o CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- o CEE will send formal default letters for loans reaching 120 or more days past due.
- o CEE shall continue making phone calls to borrower at 90 days past due.
- o After 120 days past due, Client shall determine next steps and CEE shall have no obligation to take further action regarding delinquent loans until directed by Client.

DEFAULT MANAGEMENT

Client shall be solely responsible for declaring a loan to be in default and determining whether a loan is to be charged-off.

Loan Modifications

CEE shall respond to Client or Borrower requests for modifications to their loan terms, including Repayment Plans, Forbearance Agreements, Deferments, Extensions, Short Sales (Pre- Foreclosure Sales), or Negotiated Releases of collateral, obligors or guarantors (each a "Loan Modification").

CEE shall make no decisions independent of the Client. Client shall have final approval of any Loan Modifications, unless Client has instructed CEE in writing that it may approve Loan Modifications pursuant to criteria established by Client.

CEE will follow customary, usual and prudent business practices in its review and processing of Loan Modifications, and keep Client informed of the status of such requests.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Loan Modification requests.

CEE shall monitor Borrowers for compliance with the terms of the loan modification and make such changes to the loan record as required by the modification terms.

Special Servicing

CEE shall perform special servicing actions and steps at the direction of the Client for loans subject to formal legal proceedings, including Bankruptcy, Foreclosure, Deed-in-lieu of Foreclosure, Collections suits, Repossession, and Charge-offs involving either an obligor(s) or guarantor(s).

CEE shall make no decisions or take actions independent of the Client, who shall have final say in approval of any Special Servicing actions (other than routine steps taken to protect or preserve Clients interests), unless Client has instructed CEE in writing that it may approve and take such actions.

CEE must employ staff with expertise in the above areas and maintain compliance with all applicable regulations.

CEE will follow customary, usual and prudent business practices in its review, processing, and management of Special Servicing of Client loans, and keep Client informed of the status of loans subject to Special Servicing.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Special Servicing Actions.

CEE shall monitor Borrowers who are subject to Special Servicing, consistent with the governing legal proceedings or requirements, and make such changes to the loan record as required to reflect the Special Servicing requirements. With respect to Bankruptcy, the Special Servicing shall include Filings, Proof of Claim, Repayment Plan setup and monitoring, and discharge/completion processing. (See Exhibit B for pricing)

Other Servicing

CEE shall perform the following additional servicing actions and steps for loans as requested by Client. CEE will follow customary, usual and prudent business practices in providing these services. The Client shall bear all of CEE's out-of-pocket costs for third parties related to these items. CEE will notify Client of the potential out of pocket costs prior to performing any of the additional actions.

- o REO Marketing

- o Insurance Inspections
- o Default Inspections
- o Property Valuation or Appraisal
- o Property Preservation and security

SUBORDINATION PREPARATION

CEE will review subordination requests in accordance with the Client's subordination program requirements. Subordinations will be forwarded to the Client for signature if request meets the program requirements. Fees related to the subordination are paid by borrowers.

MORTGAGE SATISFACTION PREPARATION

Loan Payoffs

CEE will process loan payoffs, issue payoff statements as requested by authorized individuals within 30 calendar days and remit funds to Client. CEE shall draft mortgage satisfactions ("Satisfaction") within 30 calendar days after loan is paid in full to ensure funds received are cleared. The Satisfaction is then sent to client for signature. CEE shall provide instructions to borrowers as to how to properly record the Satisfaction. In the event that \$5 (five dollars) or less of principle balance remains, CEE and Client will not attempt to collect the remaining fee and will consider the loan as satisfied. .,'

FINAL/SPECIAL PROCESSING TRANSACTIONS

CEE shall charge additional fees in special circumstances such as a charge-off, foreclosure, servicing release, or any other transaction that is processed on a loan that is not paid in full but is no longer an active loan on the servicing system. This does NOT include processing a paid in full transaction.

EXHIBIT B
COMPENSATION

Activity	Description	Pricing
New Loan Setup	Loan Boarded to servicing system and quality control review, welcome letter	\$ 20.00 one-time fee per loan
Standard Servicing Activities – Amortizing Loans	Payment processing, billing notices, customer service, investor reporting, early collections	\$10.00 per loan per month
Standard Servicing Activities- Deferred Loans	Payment processing, customer service, investor reporting	\$0 per loan per month
Collection Activity	Collection Work for loans past due 15-90 days	\$5.00 per loan per month on all amortizing loans
Default Management	Example of activities: Repayment Plan, Forbearance Agreement, Deferment, Extension	\$80.00 per hour plus any charges that may be incurred from 3 rd party vendor.
Subordination Preparation	Review request and Prepare subordination document	\$200.00 per request (Borrower Paid)
Mortgage/Deed of Trust Satisfaction Preparation	Create mortgage/deed of trust satisfaction (excludes recording / filing fees)	\$30.00 one-time fee per loan
Final /Special Processing Transaction	For Charge-off, foreclosure, service release, loans not paid in full but no longer active on the servicing system	\$25.00 per transaction
Conversion/On-Boarding	Boarding Loans previously serviced by a different company	\$20.00 one-time fee per loan

Optional/Additional Services

Special Report Programming	Special report creation not included in standard report package	\$150.00 one-time fee per report
Special Reporting Distribution	Monthly maintenance for special reports created for distribution	\$75.00 one-time fee per report
Special Project work	Special requests, such as assistance in audit preparation, special mailings etc...	\$80.00 per hour plus any charges that may be incurred from 3 rd party vendor.
Non-Standard Servicing Activities	Any additional activities required for servicing a loan not specified in contract	\$80.00 per hour, fee will be set based on time to complete task on a regular basis

FIRST AMENDMENT TO Professional Services Agreement

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made on the _____ day of _____, 2025, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and Ehlers and Associates, Inc., corporation organized and existing under the laws of the State of Minnesota, (hereinafter “Consultant”).

WHEREAS, REDA entered into a Professional Services Agreement on November 7, 2022 (the “Original Agreement”), with Consultant to provide a variety of professional services; and

WHEREAS, the Original Agreement will expire by its terms on December 31, 2025 and

WHEREAS, the Parties wish to extend the term of the Original Agreement for an additional three years; and

WHEREAS, the Parties also wish to amend the compensation for Services; and

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, REDA and Consultant agree to amend the Agreement as follows:

A. Paragraph 2 of the Original Agreement is amended to read as follows (deletions are reflected by ~~strikeout~~, additions are reflected by underline):

The Term of this Agreement shall be from January 1, 2023 through December 31, 2025 2028, the date of signature notwithstanding.

B. Exhibit B, as referred to in Paragraph 3 of the Original Agreement, is repealed and replaced with the attached, amended, Exhibit B.

C. The remaining provisions of the Original Agreement remain unchanged.

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

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

EHLERS AND ASSOCIATES, INC.

By: _____

Its: _____

EXHIBIT B (AMENDED)**COMPENSATION**

Consultant's Hourly Rates

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

<i>Services</i>	2026	2027	2028
Municipal Advisor	\$330	\$335	\$340
Senior Advisor	\$355	\$360	\$365
Developer Escrow	\$400	\$400	\$400

Redevelopment TIF Districts: \$15,000
Housing TIF Districts: \$12,500

FIRST AMENDMENT TO Professional Services Agreement

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made on the _____ day of _____, 2025, 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 organized under the laws of the state of Minnesota (hereinafter “Consultant”).

WHEREAS, REDA entered into a Professional Services Agreement on November 7, 2022 (the “Original Agreement”), with Consultant; and

WHEREAS, the Original Agreement will expire by its terms on December 31, 2025; and

WHEREAS, the Parties wish to extend the term of the Original Agreement for an additional 3 years; and

WHEREAS, the parties wish to amend the services and compensation; and

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, REDA and Consultant agree to amend the Agreement as follows:

- A. Exhibit A, as referred to in Paragraph 1 of the Original Agreement, is repealed and replaced with the attached, amended, Exhibit A.
- B. Paragraph 2 of the Original Agreement is amended to read as follows (deletions are reflected by ~~strikeout~~, additions are reflected by underline):

The Term of this Agreement shall be from January 1, 2023 through December 31, 2025 2028, the date of signature by the parties notwithstanding.

- C. Exhibit B, as referred to in Paragraph 3 of the Original Agreement, is repealed and replaced with attached, amended, Exhibit B.
- C. The remaining provisions of the Original Agreement remain unchanged.

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

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

GOLDEN SHOVEL AGENCY, LLC

By: _____

Its: _____

EXHIBIT A (AMENDED)

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.

EXHIBIT B (AMENDED)

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

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BY AND
BETWEEN THE ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY
AND KENNEDY & GRAVEN, CHARTERED**

This First Amendment to the Agreement for Legal Services is entered into by and between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (hereinafter "REDA") and the law firm of Kennedy & Graven, Chartered ("Consultant") effective as of the day of November, 2025.

WHEREAS, the REDA and Consultant entered into an agreement on or about November 8, 2021, to contract for legal services, attached as Exhibit A ("the Agreement"); and

WHEREAS, paragraph 2 of the Agreement states that the Term of the Agreement shall be through December 31, 2024; and

WHEREAS, Exhibit B describes the compensation to the Consultant for the Services under the Agreement; and

WHEREAS, the parties now desire to amend the Agreement (the "Amendment") for the purpose of extending the Term of the agreement through December 31, 2026 and updating the compensation in Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the REDA and Consultant hereby agree as follows:

AGREEMENT

1. Paragraph 2 of the Agreement shall hereby be repealed and replaced in its entirety with the following new paragraph 2:

2. *Term.* The term of this Agreement shall be from January 1, 2022 through December 31, 2026, the date of signature of the parties notwithstanding.

2. Paragraph 6 of the Agreement shall hereby be repealed and replaced in its entirety with the following new paragraph 6:

6. *Project Manager and Staffing.* The Consultant has designated Rachel Tierney ("Project Contact") to perform and/or supervise the Work and the person for REDA to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contact without the prior approval of REDA.

3. Paragraph 25 of the Agreement, entitled "Notices", shall be amended to replace Gina Fiorini with Rachel Tierney as the designated individual for purposes of notice.

4. Exhibit B of the Agreement is replaced with the attached Exhibit B-1.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written,

**ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY**

President

Executive Director

KENNEDY & GRAVEN, CHARTERED

James Thomson, President

Exhibit B

Hourly rates for 2025 shall remain at current rates, and the rates for 2026 for all services, including travel time are below. The minimum increment of billable time is six minutes (0.1 hour). The standard billing rate for each attorney, paralegal, and law clerk for development and redevelopment services that are not reimbursed by a private developer, as well as general EDA services, is listed below:

Shareholders and Associates	\$250
All Paralegals	\$140
All Law Clerks	\$90

The standard rate for all attorneys where the fees are reimbursed by developers at no long-term cost to REDA is \$330/hour (referred to as the “pass-through rate”). The pass-through rate for paralegals and law clerks is the same as above. Following 2026, rates are subject to annual review and adjustment.

For as long as Consultant remains the City Attorney for the City of Roseville pursuant to a retainer agreement, Consultant will not separately charge REDA for attendance or travel time for Rachel Tierney related to regular meetings of the EDA board that precede a regular City Council meeting. Rather, Consultant will charge fees for attendance and travel pursuant to the City Attorney retainer agreement.

OVERHEAD COSTS

Consultant bills its out-of-pocket costs for such things as postage, filing fees and witness fees, and similar items.

Photocopying: No charge
Mileage: Then-current IRS business rate
Westlaw fees: No charge

FIRST AMENDMENT TO Professional Services Agreement

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMNT (“First Amendment”) is made on the _____ day of _____, 2025, 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 nonprofit corporation organized and existing under the laws of the State of Minnesota, (hereinafter “Consultant”).

WHEREAS, REDA entered into a Professional Services Agreement on November 7, 2022 (the “Original Agreement”), with Consultant; and

WHEREAS, the Original Agreement will expire by its terms on December 31, 2025; and

WHEREAS, the Parties wish to extend the term of the Original Agreement for an additional 3 years; and

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, REDA and Consultant agree to amend the Agreement as follows:

A. Paragraph 2 of the Original Agreement is amended to read as follows (deletions are reflected by ~~strikeout~~, additions are reflected by underline):

The Term of this Agreement shall be from January 1, 2023 through December 31, ~~2025 2028~~ 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.

B. The remaining provisions of the Original Agreement remain unchanged.

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

ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Dan Roe, President

By: _____
Patrick Trudgeon, Executive Director

METROPOLITAN CONSORTIUM OF
COMMUNITY DEVELOPERS

By: _____
Its: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.e.

Department Approval

Janice Gundlaeh

City Manager Approval

James J. Trusger

Item Description: Adopt 2026 REDA meeting calendar

1
2 **Background**

3 Per the Roseville Economic Development Authority (REDA) by-laws, the REDA is required to hold
4 regular meetings, which are set by the Authority at the final meeting of the year. Staff recommends
5 continuing to schedule six regular bi-monthly meetings and then allow for additional meetings to be
6 scheduled as needed. This proposed schedule allows staff to provide developers and other outside
7 parties with a clear, identified timeline of when the REDA is scheduled to meet. The meeting dates are
8 aligned with the Council's meeting calendar for 2026. The REDA's regularly scheduled meetings occur
9 in January, March, May, July, September, and November and have been aligned with the City Council's
10 work session meetings, except November where a work session is not scheduled. The dates are
11 provided in Attachment 1.

12
13 **Policy Objectives**

14 The REDA's role is to coordinate and administer housing, economic development and redevelopment
15 efforts for the City of Roseville.

16
17 **Equity Impact Summary**

18 Equity impacts do not apply to this action.

19
20 **Budget Implications**

21 There are no budget implications.

22
23 **Staff Recommendations**

24 Approve the 2026 REDA meeting calendar.

25
26 **Requested Council Action**

27 By motion, adopt the 2026 REDA meeting calendar.

28
29 **Prepared by:** Jeanne Kelsey, Housing and Economic Development Program Manager

Attachments: 1. 2026 meeting schedule

30

ROSEVILLE
2026 City Council / EDA
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

5 *Org Meeting*
 12 *EDA
 12 Work Session
 26

July

6
 13 *EDA
 13 Work Session
 20

February

9
 17 Comm. Interviews
 19 Comm. Interviews
 23

August

10
 19 Comm. Interviews
 24

March

2
 16 *EDA
 16 Work Session
 23

September

14
 21 *EDA
 21 Work Session
 28

Note: Roseville Schools Spring Break March 9-13
 Mounds View Schools Spring Break March 16-20

April

6
 13 Work Session
 20

October

12
 19 Work Session
 26

May

4
 11 *EDA
 11 Work Session
 18

November

9 *EDA
 9
 23
 30

June

8
 15

December

7

Note: Rosefest Parade Monday, June 22

*Economic Development Authority will meet before Council meeting



Patrick Trudgeon

Approved 11/03/2025

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/10/2025
Item No.: 5.f.

Department Approval

Janice Gundlaehr

City Manager Approval

James J. Truagen

Item Description: Authorize President and Executive Director to execute Metropolitan Livable Communities Act Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as Loan Proceeds

1
2 **Background**

3 Between 2018 and 2021, the Roseville Economic Development Authority (REDA) was awarded LCDA
4 and TBRA grant funds from the Metropolitan Council to assist in construction of new affordable rental
5 housing in three different projects, including Edison Apartments, Owasso Gardens, and Twin Lakes
6 Station/Harbor at Twin Lakes Senior Housing. Ultimately, four grants were awarded as outlined in
7 Exhibit A of Attachment 1. At the recipient's request, these grants were deployed as deferred loans,
8 which allowed them to facilitate various other funding sources needed for the project. This practice is
9 common and the grant agreements currently in place acknowledge this and provide various
10 requirements in the event the funds are ever repaid.

11 The Metropolitan Council's Community Development Committee updated its guidance in August 2024
12 regarding grants deployed as loans, and they are requesting that all cities with grants deployed as loans
13 execute an amendment to align these previously executed agreements with their updated
14 guidance. The agreement is provided in Attachment 1, with key points of the agreement as follows:

- 16 • **Use of Loan Repayments:** Grantees who receive future repayments from loans are authorized
17 to either reinvest these funds to extend the affordability commitment of the original project or use
18 them to advance other affordable and life-cycle housing goals throughout the City in alignment
19 with regional housing policy.
- 20 • **Reporting Requirement:** Grantee must provide an annual informational report to the Council
21 detailing the receipt and redeployment of repaid loan principal and interest. The report should
22 outline how the funds will be used to support regional affordable and life-cycle housing goals and
23 must be submitted annually as part of the Housing Policy and Production Survey conducted
24 annually by the Metropolitan Council.
- 25 • **Non-Reinvestment of Funds.** If repaid grant funds are not reinvested for one of the approved
26 purposes, they must be returned to the Metropolitan Council for redeployment through new grant
27 awards.

28 Overall, this updated guidance is favorable to the City because the agreement broadens the City's use of
29 repaid funds beyond putting them back into the project that was the subject of the original award and
30 simplifies and reduces the required reporting (repayment of non-reinvestment of funds was already a
31 component of the agreements in place).

32 The REDA is being requested to execute one agreement, which covers all four grants (or deferred
33 loans).

35 **Policy Objectives**

36 Not applicable

38
39 **Equity Impact Summary**
40 Equity impacts were not evaluated.
41

42 **Budget Implications**
43 None. None of these deferred loans are anticipated to be repaid within at least the next two decades, if
44 ever.
45

46 **Staff Recommendations**
47 Authorize the President and Executive Director to execute the agreement provided in Attachment 1.
48

49 **Requested Council Action**
50 By motion, authorize the President and Executive Director to execute the Metropolitan Livable
51 Communities Act Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as
52 Loan Proceeds.
53

54 **Prepared by:** Janice Gundlach, Community Development Director

55 **Attachments:** 1. Agreement

METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS

GRANTEE: CITY OF ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY

THIS AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR GRANT FUNDS AS LOAN PROCEEDS (“Redeployment Proceeds Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Roseville Economic Development Authority, a public body corporate and politic (“Grantee”)

WHEREAS, the Grantee has previously received grant program funds for the Livable Communities Demonstration Account, Tax Base Revitalization Account, and/or the Local Housing Incentives Account grant programs (“Grant Funds”) and has used the Grant Funds made available under the agreements identified on Exhibit A to help fund the projects identified in the agreements (the “Prior Grant Agreements”), which are subject to any terms, conditions, and clarifications stated in the Prior Grant Agreements’ Council business items; and

WHEREAS, the Council, pursuant to Business Item 2024-210 had recently clarified its policy that all Metropolitan Livable Communities Fund grants, including the Prior Grant Agreements, deployed as loans to permit recipients such as Grantee to use the loan proceeds to either:

- (1) repay any loan principal or interest proceeds to the Council;
- (2) reinvest loan proceeds to extend the affordability commitment in the Project; or
- (3) use the loan proceeds to advance its affordable and life-cycle housing goals

regardless of whether the Prior Grant Agreements expressly permitted such repayment, reinvestment, or use.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. Notwithstanding any language in the Prior Grant Agreements to the contrary or absence of any language with respect to the same, the Parties expressly agree and acknowledge that as an alternative to repaying any loan principal or interest proceeds (“Repaid Grant Funds”) to the Council, the Grantee may either reinvest the loan proceeds to extend the affordability of the Project or use loan proceeds to advance its other affordable and life-cycle housing goals (“Redeployment of Repaid Grant Funds”).
2. The Parties expressly agree that, if the Grantee pursues Redeployment of Repaid Grant Funds, the Grantee shall report the Redeployment of Repaid Grant Funds to the Council in its next annual Housing Policy and Production Survey.
3. Upon the Council’s review of any Redeployment of Repaid Grant Funds identified in the Grantee’s Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of

METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS

Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

4. The Parties agree that the provisions of Paragraphs 1 through 3 shall be deemed to be included as if fully stated and set forth in the Prior Grant Agreements and have the full force and effect as if set forth therein.
5. This Agreement may be executed in multiple counterparts, all of which when taken together shall comprise one (1) document. Delivery of an executed counterpart of a signature page of this Agreement by DocuSign (or similar electronic signature application), facsimile transmission or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

This space intentionally left blank. Signature page follows.

**METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS**

**CITY OF ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Daniel Roe
President
Date: _____

By: _____
Patrick Trudgeon
Executive Director
Date: _____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division
Date: _____

METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS

Exhibit A
Prior Grant Agreements

Grant Number	Project Name	Program Area	Funding Year
SG-11665	Edison Apartments	TBRA Cleanup	2018
SG-12585	Owasso Gardens	LCDA Development	2019
SG-13067	Twin Lakes Station	TBRA Cleanup	2019
SG-15867	Harbor at Twin Lakes Senior Housing	TBRA Cleanup	2021