

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



**Economic Development Authority**  
**Meeting Agenda**  
**Monday, November 8, 2021**  
**6:00pm**

Members of the public who wish to speak during public comment or an agenda item during this meeting can do so in person or virtually by registering at [www.cityofroseville.com/attendmeeting](http://www.cityofroseville.com/attendmeeting)

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

**Phone:**  
651 - 792 - 7000

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

1. 6:00 P.M. Roll Call  
Voting & Seating Order: Groff, Willmus, Strahan, Etten, and Roe
2. 6:02 P.M. Pledge Of Allegiance
3. 6:03 P.M. Approve Agenda
4. 6:04 P.M. Public Comment
5. Business Items (Action Items)
  - 5.A. 6:05 PM Consider A Resolution Adopting Guidelines And Authorizing A Master Agreement For A Land Trust Partnership Program With Twin Cities Habitat For Humanity  
  
Documents:  
  
[5A REPORT AND ATTACHMENTS.PDF](#)
  - 5.B. 6:25 PM Consider A Resolution Amending Purchasing Amounts To Align With The City's Purchasing Policy  
  
Documents:  
  
[5B REPORT AND ATTACHMENTS.PDF](#)
  - 5.C. 6:35 PM Adopt A Resolution Authorizing The President And Executive Director To Execute An Amendment To The CDBG Loan And Satisfaction Of A HRA Loan For Sienna Green I.

Documents:

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

- 5.D. 6:45 PM Consider A Resolution Authorizing The President And Executive Director To Execute The Collateral Assignment Of The Development Agreement For Roseville Housing Group II, LLC (Edison Apartments Phase II)

Documents:

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

- 5.E. 6:50 PM Consider A Three-Year Contract Extension With Kennedy & Graven For Legal Services

Documents:

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

- 5.F. 6:55 PM Adopt 2022 REDA Meeting Calendar

Documents:

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

6. 7:00 P.M. Adjourn To City Council



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021
Item No.: 5.a

Department Approval

Executive Director Approval

Janice Gundlach

Randy Trueman

Item Description: Consider a Resolution adopting guidelines and authorizing a Master Agreement for a Land Trust Partnership Program with Twin Cities Habitat for Humanity

BACKGROUND

On September 20, 2021, the Roseville Economic Development Authority (REDA) provided staff direction on the development of a Housing Land Trust Program with Twin Cities Habitat for Humanity (TCHH). Staff has developed the following guidelines based upon direction from the REDA (Attachment A):

Use of Funds

Funds from the REDA may be used to cover a portion of the purchase price of property for a single-family home or townhome, either through a traditional sale or through tax-forfeiture. Three primary scenarios are anticipated:

- For properties purchased directly by TCHH for inclusion in the land trust, and if using funds other than Community Development Block Grant (CDBG) funds, the REDA will contribute an amount representing the assessed value of the land only, up to a maximum of \$80,000.
For properties purchased directly by TCHH for inclusion in the land trust, and if using CDBG funds, the REDA will contribute an amount not to exceed 25% of the purchase price of the property, up to a maximum of \$80,000.
REDA acquisition via tax-forfeited properties for inclusion in the land trust. The REDA will purchase such properties pursuant to Ramsey County's Tax Forfeited Land Policies & Procedures for 25% of market value, plus maintenance costs and recording fees, up to an aggregate maximum amount of \$80,000 per property, regardless of the funding source.

Funding sources for the REDA's contribution will include:

- existing CDBG funds,
Affordable Housing TIF, and
Housing Replacement Program funds.

Use of funds are subject to applicable federal, state, and/or local rules governing such funds. Future funding resources may also include Ramsey County, Metropolitan Council and Minnesota Housing depending on the REDA's success in applying for and receiving said funds.

General Conditions of Purchase

- TCHH will inspect potential properties in partnership with the REDA and City staff to determine home eligibility and level of rehabilitation that may be required (if any). Depending on level of rehabilitation, TCHH will be responsible for finding resources to complete the home improvements identified.

- The partnership will actively pursue 1-4 homes per year priced at \$300,000 or below through either private sale or listings on the NorthstarMLS.
- Tax-forfeit properties will be made available for consideration by the community's land trust (CLT).

### *Eligible Households*

- Assets not to exceed \$25,000 (subject property and retirement funds excluded).
- Eligible households must be first time homebuyers, unless a previous home was lost due to foreclosure.
- Sale and resale of CLT properties must be limited via a ground lease to low-to-moderate income households, meaning those households with incomes not exceeding 80 percent AMI, as determined by the U.S. Department of Housing and Urban Development (HUD), amounts which are updated annually.
- A member of the homebuyer household must commit to occupy and maintain an ownership interest in the property after acquiring the property, but no member of the homebuyer household may have had an ownership interest in the property at any time prior to acquisition.
- At least one homebuyer must, prior to purchase, complete homebuyer education or counseling, and/or financial education or counseling, from a member of the Minnesota Homeownership Center's Homeownership Advisors Network.
- Potential homeowners can utilize the REDA's down payment assistance funds if they meet the qualifications.

In order to formalize this partnership, REDA attorney Martha Ingram has drafted a Master Long-Term Affordability Gap Assistance Grant Agreement (Attachment B). Adoption of a resolution is necessary, providing approval of the guidelines outlined herein and authorization of the Master Grant Agreement (Attachment C). In addition, the resolution allows for the President and Executive Director to approve modifications to the Master Long-Term Affordability Gap Assistance Grant Agreement that doesn't alter the substance of the guidelines and/or agreement. Given this is a new venture, there may need to be minor revisions to the guidelines and agreement as we work through the process of acquiring homes with TCHH. Any substantive changes will be brought before the REDA for authorization.

### **BUDGET IMPLICATIONS**

The REDA funds identified for such a program include CDBG funds of \$302,310, affordable housing TIF pooling funds of \$67,770, and Housing Replacement Program funds of \$478,760, totaling \$848,840. Some of these funds will grow over time, such as affordable housing TIF pooling funds. Staff will pursue other funding opportunities as they arise, namely grant funds through the Met Council, Minnesota Housing, and the County.

### **STAFF RECOMMENDATION**

Adopt a resolution approving Guidelines for Allocation of REDA Funds for Community Land Trust Properties and authorizing the President and Executive Director to execute a Master Long-Term Affordability Gap Assistance Grant Agreement.

### **REQUESTED EDA ACTION**

By motion, adopt a resolution approving Guidelines for Allocation of REDA Funds for Community Land Trust Properties and authorizing the President and Executive Director to execute a Master Long-Term Affordability Gap Assistance Grant Agreement.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086  
Attachments: A: Guidelines for Allocation of REDA Funds for Community Land Trust Properties  
B: Master Long-Term Affordability Gap Assistance Grant Agreement  
C: Resolution approving Guidelines for Allocation of REDA Funds for Community Land Trust Properties  
and Authorizing Execution of Master Grant Agreement

## Guidelines for Allocation of REDA Funds For Community Land Trust Properties

The Roseville Economic Development Authority (REDA) supports the building and preservation of family and community wealth through the Community Land Trust (CLT) model in partnership with Twin Cities Habitat for Humanity (TCHH). It proposes financial support for addition of CLT properties on the following terms:

### *Use of Funds*

Funds from the REDA may be used to cover a portion of the purchase price of property for a single-family home or townhome, either through a traditional sale or through tax-forfeiture. Three primary scenarios are anticipated:

- For properties purchased directly by TCHH for inclusion in the land trust, and if using funds other than Community Development Block Grant (CDBG) funds, the REDA will contribute an amount representing the assessed value of the land only, up to a maximum of \$80,000.
- For properties purchased directly by TCHH for inclusion in the land trust, and if using CDBG funds, the REDA will contribute an amount not to exceed 25% of the purchase price of the property, up to a maximum of \$80,000.
- REDA acquisition via tax-forfeited properties for inclusion in the land trust. The REDA will purchase such properties pursuant to Ramsey County's Tax Forfeited Land Policies & Procedures for 25% of market value, plus maintenance costs and recording fees, up to an aggregate maximum amount of \$80,000 per property, regardless of the funding source.

Funding sources for the REDA's contribution will include:

- existing CDBG funds,
- Affordable Housing TIF, and
- Housing Replacement Program funds.

Use of funds are subject to applicable federal, state, and/or local rules governing such funds. Future funding resources may also include Ramsey County, Metropolitan Council and Minnesota Housing depending on the REDA's success in applying for and receiving said funds.

### *General Conditions of Purchase*

- TCHH will inspect potential properties in partnership with the REDA and City staff to determine home eligibility and level of rehabilitation that may be required (if any). Depending on level of rehabilitation, TCHH will be responsible for finding resources to complete the home improvements identified.

- The partnership will actively pursue 1-4 homes per year priced at \$300,000 or below through either private sale or listings on the NorthstarMLS.
- Tax-forfeit properties will be made available for consideration by the community's land trust (CLT).

*Eligible Households*

- Assets not to exceed \$25,000 (subject property and retirement funds excluded).
- Eligible households must be first time homebuyers, unless a previous home was lost due to foreclosure.
- Sale and resale of CLT properties must be limited via a ground lease to low-to-moderate income households, meaning those households with incomes not exceeding 80 percent AMI, as determined by the U.S. Department of Housing and Urban Development (HUD), amounts which are updated annually.
- A member of the homebuyer household must commit to occupy and maintain an ownership interest in the property after acquiring the property, but no member of the homebuyer household may have had an ownership interest in the property at any time prior to acquisition.
- At least one homebuyer must, prior to purchase, complete homebuyer education or counseling, and/or financial education or counseling, from a member of the Minnesota Homeownership Center's Homeownership Advisors Network.
- Potential homeowners can utilize the REDA's down payment assistance funds if they meet the qualifications.

**MASTER LONG-TERM AFFORDABILITY GAP ASSISTANCE GRANT AGREEMENT**

**Community Land Trust Project**

THIS MASTER GRANT AGREEMENT (the “Grant Agreement” or “Agreement”), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the “Grantor” or “Authority”) and Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation (the “Grantee”),

**WITNESSETH:**

**WHEREAS**, the Authority has established Community Land Trust Guidelines (the “Guidelines”) setting baseline considerations and guidance for community land trust implementation, and has allocated funds from several sources including without limitation Community Development Block Grant funds, pooled tax increment, and Housing Replacement Program funds, for support of community land trusts in a manner consistent with the Guidelines (the “Authority Funds”); and

**WHEREAS**, on September 20, 2021, the Board of Commissioners of the Authority selected the Grantee as its partner in the acquisition and development of community land trust properties (the “Properties”), which will provide new opportunities for homeownership for low- and moderate-income households through the community land trust model in accordance with the Guidelines; and

**WHEREAS**, the Grantor and the Grantee desire to enter into this Grant Agreement, whereby the Grantor will initially reserve for the Grantee Authority Funds in the maximum aggregate principal amount of \$302,310 (the “Grant”), for the purposes of providing Long-Term Affordability Gap Assistance in the acquisition of the Properties from time to time and the sale and resale of Improvements to Qualified Homebuyers, each as defined herein;

**NOW, THEREFORE**, in consideration of the mutual obligations described herein, the parties hereto agree as follows:

**I. DEFINITIONS**

As used in this Grant Agreement, the following terms have the following meaning:

Authority Funds: Those funds provided by the Authority that comprise the Grant.

Declaration: The Declaration of Covenants, Conditions, and Restrictions Running with the Land, in substantially the form attached hereto as Exhibit C.

Disbursement Request Form: The form to be provided by the Authority and to be submitted by the Grantee to the Authority when a disbursement is requested and which is described in Article VI hereof.

End Buyer Closing or End Buyer Closing Date: A date agreed to by the Authority, Grantee, and a Qualified Homebuyer, at which time either (a) the Authority will provide Authority Funds to the Grantee and the Grantee will purchase a Property and execute a Ground Lease with a Qualified Homebuyer; or (b) the Authority will convey a Property to the Grantee and the Grantee will execute a Ground Lease with the Qualified Homebuyer.



Grantee Documents: Any and all documents and instruments in connection with this Agreement as reasonably requested by the Grantor.

Ground Lease: A Ground Lease for the Land portion of any Property in substantially the form attached hereto as Exhibit B.

Guidelines: The Community Land Trust Guidelines, incorporated herein by reference.

Household Housing Ratio: The ratio of the following combined monthly housing expenses associated with the Land to the household's projected annual family income divided by 12; (a) principal and interest on first and subordinate mortgages; (b) property taxes; (c) homeowners' and mortgage insurance; (d) homeowners' association dues, and (e) ground lease fees.

Improvements: All buildings, structures, fixtures and other improvements on any Property but excluding the Land.

Land: The real estate portion of any Property, excluding any Improvements.

Long-Term Affordability Gap Assistance: As to each Property, the amount of the Grant reserved to bridge all or a portion of the gap between the amount of first- and subordinate mortgage financing the Qualified Homebuyer can afford and the fee simple market value of the Property.

Period of Affordability: For each Property, the period, more fully described in Article II hereof, commencing with the End Buyer Closing during which the Improvements must remain occupied by a Qualified Homebuyer.

Pro Forma: The Pro Forma as described in Article IV and attached hereto as Exhibit A-2.

Property or Properties: any Land and Improvements subject to Grant assistance under this Grant Agreement, pursuant to the Guidelines.

Qualified Homebuyer: A household which, at the time of its initial occupancy of a Property, occupies the Property as its principal residence and: (a) whose projected, annual family income is 80 percent or less of the area median income as determined by the U.S. Department of Housing and Urban Development (AMI).

Sale Price of the Property: The after-improved fee simple market value of the Land and Improvements combined.

Statement of Work: The Statement of Work as described in Article IV and attached hereto as Exhibit A-1.

## **II. TERM OF GRANT AGREEMENT AND PERIOD OF AFFORDABILITY**

This Grant Agreement will take effect after its complete execution and will remain in effect through the Period of Affordability for the final Property subject to Grant assistance under this Grant Agreement. Upon termination or expiration of this Agreement, Grantee will transfer to the Grantor any Grant funds on hand at the time of expiration and accounts receivable attributable to the use of Grant funds.

The Period of Affordability for each Property will be at least 99 years and will be evidenced by a Ground Lease between the Grantee and Qualified Homebuyer in substantially the form attached hereto as Exhibit B. Further security will be in the form of a Declaration of Covenants, Conditions, and Restrictions Running with the Land ("Declaration"), the form of which is attached hereto as Exhibit C. This Declaration will

make the Authority a third-party beneficiary of and successor to the long-term affordability remedies in the Ground Lease in the event of a failure of inability of the Grantee to enforce the long-term affordability remedies in the Ground Lease.

At the time of resale of any Improvements, Grantee will convey, or allow the homeowner to convey, such Improvements to a Qualified Homebuyer subject to the terms and conditions of the Ground Lease. The Ground Lease provides for the long-term affordability (at least 99 years, renewable for an additional 99 years) of the Improvements and provides remedies to insure the long-term affordability of the Improvements.

Grantee hereby declares and covenants, on behalf of itself and all future owners of any of the Properties, that, during the term of the Declaration, the Authority is a third-party beneficiary of and successor to each and every remedy intended to insure the long term affordability of the housing that is provided for in any Ground Lease pursuant to this Agreement and may, in the event of the failure or default of the Landlord in the Ground Lease to insure the long term affordability of the Properties as provided for in any Ground Lease, exercise all rights and remedies available to the Landlord in the Ground Lease for that purpose.

### **III. THE GRANT**

Subject to the terms and conditions of this Grant Agreement, the Grantor agrees to award the Grantee the Grant to be used for the purposes described in this Agreement and which will be disbursed from time to time pursuant to this Agreement. In consideration for the Grant, the Grantee agrees to perform all of its obligations under this Agreement.

### **IV. STATEMENT OF WORK/PRO FORMA**

Prior to the acquisition of any Property acquired for land trust purposes under this Agreement, the Grantee will provide to the Grantor a Statement of Work and Pro Forma in substantially the form attached as Exhibits A-1 and A-2. The Statement of Work shall consist of a description of Grantee's ongoing obligations with regard to each Property and a progress and completions schedule for any rehabilitation work required, and the Pro Forma shall set forth the price of the Property, the assessed value of the Land, and the level of repairs or rehabilitation required and their estimated cost. The Grantee will perform all activities set forth in the Statement of Work.

### **V. CONDITIONS OF DISBURSEMENTS**

1. Conditions Precedent to Disbursement. The obligation of the Grantor to make or cause to be made any disbursements pursuant to Article VI hereof is subject to the condition that it receive, on or before the date of such disbursement, the following:

- a. the Grantee Documents, duly executed and delivered by the Grantee;
- b. a certified statement of the Grantee reflecting the uses to which the proceeds of the Grant have been applied;
- c. if required by the Grantor, evidence satisfactory to the Grantor that the construction or rehabilitation and contemplated use of the Property are permitted by and comply in all material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations; and
- d. if required by the Grantor, project design approval by the Grantor.

e. a statement of the Grantee that no Event of Default, and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, has occurred and is continuing and all representations and warranties made by the Grantee in Article VIII hereof continue to be true and correct as of the date of such disbursement;

f. if required by the Grantor, a statement of the Grantee and of any contractor, in form and substance acceptable to the Grantor, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the construction of any part of the Improvements; and

g. such evidence of compliance with all of the provisions of this Grant Agreement as the Grantor may reasonably request.

## VI. REQUESTS FOR DISBURSEMENTS AND TERM OF RESERVATION

1. Disbursements. The Grantor and the Grantee agree that, on the terms and subject to the conditions hereinafter set forth, the Grant will be reserved by the Grantor for disbursement from the Grantor to the Grantee from time to time from and after the date hereof until, and for reasonable and necessary costs incurred prior to, December 31, 2025, subject to extension of such period of disbursements of Grant funds mutually agreed by the Grantor and Grantee. Notwithstanding anything to the contrary contained herein, the Grantor is only obligated to make disbursements hereunder to pay reasonable and necessary costs in an amount up to or equal to the total aggregate amount of the Grant approved from time to time by the Grantor, only during the term of the reservation noted in this Article, and such obligation is further subject to the conditions of Article V hereof. Grant funds not disbursed during the term of reservation noted in this Article will no longer be available for disbursement under this Agreement.

### 2. Disbursement Requests.

a. Whenever the Grantee desires to obtain a disbursement of Authority Funds for acquisition of a Property, the Grantee must submit to the Grantor the Grantor's Disbursement Request Form in substantially the form attached as Exhibit \_\_, together with all required compliance documents, duly signed by the Grantee.

Each such Disbursement Request constitutes a representation and warranty by the Grantee to the Grantor that all representations and warranties of the Grantee set forth in the Grantee Documents are true and correct as of the date of such Disbursement Request, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Disbursement Request.

c. At the time of submission of each Disbursement Request, the Grantee must also submit the following to the Grantor:

1. an executed Developer Agreement for the applicable Property;
2. the Qualified Homebuyer's application to Grantee;
3. the agreement to purchase the Improvements, in customary form, such as the form approved by the Minnesota State Bar Association or Minnesota Association of Realtors, executed by the Grantee and Qualified Homebuyer; and

4. the Qualified Homebuyer's application to mortgage lenders for mortgage financing, in customary form (such as the Fannie Mae form 1003), intended to support the real estate transaction; and

5. preliminary settlement statement(s) or closing disclosure(s), in customary or required form, such as under the TILA-RESPA Integrated Disclosure Rule; and

6. Grantee's computation of the necessary and eligible amount of Long-Term Affordability Gap Assistance, in a form acceptable to the Authority, and including Grantee's computation of the Qualified Homebuyer's household housing ratio and household income; and

7. the Declaration and Ground Lease, each completed to the greatest feasible extent; and

8. other Grantee Documents as reasonably requested by the Grantor.

Grantee agrees to immediately notify Grantor in writing of any material change affecting the information contained in this Section VI.2.b., including changes in the purchase price, purchase agreement addenda, amount of mortgage financing, or the Qualified Homebuyer's eligibility.

d. Within 60 days following the End Buyer Closing Date, the Grantee must also submit the following to the Grantor:

1. name(s) of Qualified Homebuyer(s); number of household members; previous address of household; ethnic and demographic data; and, household type data, including but not limited to single head of household and disability status; and

2. if Grantee used funds from Minnesota Housing Finance Agency's Community Homeownership Impact Fund ("Impact Fund"): the Minnesota Housing Impact Fund Household Demographic/Project Information form completed for the project(s); and

3. the final settlement statement(s) or closing disclosure(s), in customary or required form, such as under the TILA-RESPA Integrated Disclosure Rule; and

4. deed(s), as recorded with Ramsey County, conveying the Improvements to the Qualified Homebuyer; and

5. Declaration and Ground Lease, as recorded with Ramsey County; and

6. other Grantee Documents as reasonably requested by the Grantor.

4. Disbursements. If on the date a disbursement is desired the Grantee has performed all of its agreements and complied with all requirements to be performed or complied with hereunder, the Grantor will, subject to the conditions set forth herein, disburse the amount of the requested disbursement to Grantee.

## **VII. GRANTEE'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

Grantee covenants, represents, warrants and agrees that:

1. Grantee is a Minnesota non-profit corporation duly organized under the laws of the State of Minnesota, is duly authorized to operate in the State, has the power to enter into and execute this Grant Agreement and by appropriate corporate action has authorized the execution and delivery of this Grant Agreement. A copy of organization documents has been provided to the Grantor.
2. This Grant Agreement will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, corporate charter, by-law or other instrument to which Grantee is a party or by which it may be bound or affected.
3. This Grant Agreement will constitute a legal and binding obligation enforceable against the Grantee as its interest appears.
4. Grantee has obtained or will obtain all necessary licenses and permits required for performance of its obligations under this Agreement.
5. Grantee must permit the Grantor, upon reasonable notice, to examine all books, records, contracts, plans, permits, bills and statements of account pertaining to any Property subject to this Agreement and to make copies as the Grantor may require.
6. Grantee agrees to and must obey and comply with all applicable federal, state and local laws, rules and regulations in connection with its performance of its obligations under this Agreement.

#### **VIII. DEFAULT**

Any one or more of the following constitutes an Event of Default under this Grant Agreement:

1. Grantee defaults in the performance or observance of any agreement, covenant or condition required to be performed or observed by Grantee under the terms of this Agreement which is not cured within 30 days after written notice to do so. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Grantee of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Grantee keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days.
2. Grantee defaults in any term of any other agreement relating to any Property subject to this Agreement which is not cured within 30 days after written notice to do so. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days.
3. Any representation or warranty made by Grantee herein or any document or certificate furnished to the Grantor proves at any time to be incorrect or misleading as of the date made.
4. Grantee engages in any illegal activities.

5. Grantee uses any of the grant funds contrary to this Grant Agreement, and such use is not cured within thirty (30) days of notice from Grantor.
6. Grantee employs or become an individual, company, or other entity either on the debarment list or with unresolved compliance issues.
7. Grantee does not use funds in a timely manner as stated in Article IV of this Grant Agreement, "Pro Forma."
8. Grantee fails to obtain and/or keep in force insurance of the types and in the amounts as specified within this Grant Agreement, or fails to indemnify and hold harmless the Grantor as set forth herein; in such event, Grantee will be liable for all costs and fees, including reasonable attorney fees, that may be incurred by the Grantor in enforcement of Grantee's agreements to indemnify and/or to obtain and keep in force the agreed-upon insurance coverage.

## IX. REMEDIES

Whenever any Event of Default has happened and is subsisting, any one or more of the following remedial steps may to the extent permitted by law is taken by the Grantor:

1. The Grantor may terminate this Grant Agreement;
2. The Grantor may suspend or terminate any further disbursements under this Grant Agreement or under any Developer Agreement pursuant to this Grant Agreement;
3. The Grantor may suspend its performance under this Grant Agreement during the continuance of the Event of Default;
4. The Grantor may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Grantee under this Grant Agreement, or any related instrument; or to otherwise compensate the Grantor for any damages on account of such Event of Default, including but not limited to a demand that the Grantee return or repay to the Grantor all dollar amounts received pursuant to the Grant;
5. No remedy conferred upon or reserved to the Grantor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under this Grant Agreement or now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default impairs any such right or power, nor constitutes a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Grantor to exercise any remedy reserved to it in this Article, it is not necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

## X. ADDITIONAL PROVISIONS

1. Indemnity, Hold Harmless. The Grantee must bear all loss, expense (including attorney fees) and damage in connection with, and agree to indemnify, defend, and hold harmless the Grantor, its agents, servants and employees from all claims demands and judgments made or recovered against the Grantor, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Grantor or others (including loss of use) from any third party claims, arising out of, incidental to, or in connection with any Property acquired pursuant to this Agreement,

whether or not due to any act of omission or commission, including negligence of the Grantee, or any contractor or its or their employees, servants or agents. The Grantee's liability hereunder is not limited to the extent of insurance carried by or provided by the Grantee or subject to any exclusion from coverage in any insurance policy.

2. Grantee Not Grantor's Employee or Agent. For the purpose of this Grant Agreement, Grantee is not an employee(s) or agent(s) of the Grantor or the City of Roseville ("City"). Any and all employees or agents of the Grantee are not employees or agents of the Grantor or City. Any and all claims by any third party as a consequence of any act or omission on the part of the Grantee, its employees or other persons are the obligation of the Grantee. The Grantee is responsible for all contractual obligations entered into pursuant to and in the performance of this Grant Agreement. If required by statute, the Grantee must procure and maintain in force at its expense worker's compensation insurance and shall provide the Grantor with proof of such coverage. Withholding and payment of federal and state income taxes and FICA for its employees is the responsibility of the Grantee. The Grantee will comply with all unemployment compensation employer contributions payments and other employer requirements of the unemployment compensation laws, Minnesota Statutes chapter 268.

3. Termination of Agreement. The full benefit of the purposes for which the Grant is intended will be realized only after the completion of the Period of Affordability. In the event that the Grantee, prior to the expiration date of this Agreement, is unable to continue to function due to, but not limited to, dissolution or insolvency of the organization, its filing a petition for bankruptcy or similar proceedings, or is adjudged bankrupt or fails to comply or perform with provisions of this Agreement, then Grantee will, upon the Authority's request, convey to the Authority its interest in and title to the Properties acquired pursuant to this Agreement. Conveyance will be at the sole discretion of the Authority and on the terms set forth herein:

- a. Conveyance shall occur within thirty (30) days of the Authority and Grantee's agreement of Grantee's inability to continue as a viable organization.
- b. Grantee shall convey its title to and interest in the Properties free and clear of all liens and encumbrances of record, except those which create a beneficial interest in the Authority (Declaration of Restrictive Covenants), the Ground Lease, and any liens a Qualified Homebuyer has placed on such Property.

## XI. INSURANCE

1. The Grantee agrees that in order to protect itself as well as the Grantor and City under the indemnity provision contained in this Grant Agreement, it will obtain and keep in force, at its expense, during the term of this Grant Agreement:

- a. commercial general liability of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate. The general liability coverage shall contain an endorsement naming the Grantor and the City of Roseville, Minnesota, as additional insureds as to acts committed by the Grantee for which the Grantor or the City of Roseville, Minnesota, could be held responsible.

Grantee in addition warrants compliance with the following property insurance requirements, as applicable:

- b. builder's risk insurance in the amount of the construction contract for the entire construction contract period;
- c. hazard insurance coverage with policy limits in an amount not less than full insurable of the Property, provided that in no event shall said insurance be less than the amount secured by any mortgage

to the Grantor. Hazard insurance shall be used firstly to pay any of the Grantor loans and secondly to rebuild, at the Grantor's option.

2. Verifiable Insurance; Notice of Cancellation. The Grantee shall furnish Certificates of Insurance evidencing compliance with this article at the closing in this matter. Grantor is not obligated to honor payment requests at any time when the coverage required by this Grant Agreement is not in force.

## **XII. RECORDS AND REPORTS**

The Grantee shall submit to the Grantor's project manager on an annual basis a full account of the status of the activities undertaken as part of this Grant Agreement. The following records shall be maintained by the Grantee, copies of which shall be submitted in such form as the Grantor's staff may prescribe:

1. All receipts and invoices relating to expenditure of Grantor funds.
2. Accounting records that are supported by source documentation. Grantee will establish a separate, identifiable accounting record for each Grant received pursuant to this Agreement. Records shall be sufficient to reflect all costs incurred in performance of each Grant. The books, records, documents, and accounting procedures, relevant to each Grant shall be subject to examination by the Grantor and state agencies and the legislative auditor.
3. Records of Liability Insurance, including proof of insurance in effect, and proof of payment of insurance premiums.
4. Records of Board or Committee meetings relating to decisions governing the use of Grant funds.
5. If the Grantee is providing grants it shall keep records documenting the use of such funds, including: records documenting capital expenses, payments made, and documentation of completion of work for which the grant was initiated.
6. Grantee shall also submit to Grantor annually during the life of this Grant Agreement financial statements prepared in accordance with generally accepted accounting principles. Fiscal year end statements shall be compiled/reviewed/audited statements. All such statements shall include, but not be limited to, a listing of all assets and liabilities of the Grantee, income and expense statements and income tax returns.

## **XIII. NON-DISCRIMINATION**

The Grantee is a contractor for the purpose of application of all provisions, ordinances and other laws against discrimination, including:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
2. Executive Order No. 11246 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (4 CFR, Part 60); and
3. Minnesota Statutes, Chapter 363A.

## **XIV. EXHIBITS**



The Grantee agrees to comply with the terms, conditions, requirements contained in the following identified exhibits, which are incorporated into and made part of this Grant Agreement:

Exhibit A – Pro Forma

Exhibit B – Ground Lease

Exhibit C – Declaration of Covenants, Conditions and Restrictions Running with the Land

#### XV. AMENDMENT

This Grant Agreement may not be amended or modified except in writing properly subscribed by the Grantor and Grantee.

#### XVI. MISCELLANEOUS

1. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Grantee:

Twin Cities Habitat for Humanity, Inc.  
1954 University Avenue West  
Saint Paul, Minnesota 55104  
Attn: Chief Real Estate Officer

If to Grantor:

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

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other parties as above provided.

2. Binding Effect; Waiver. The provisions of this Grant Agreement shall inure to the benefit of and be binding upon Grantee and Grantor and their respective successors and assigns. No delay on the part of Grantor in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of Grantor specified in this Grant Agreement shall be in addition to and not exclusive of any other right and remedies which Grantor, by operation of law, would otherwise have.

3. Survival of Warranties. All agreements, representations and warranties made in this Grant Agreement by Grantee shall survive its termination.

4. Data Practices Act. Grantee acknowledges that all of the data created, collected, received, stored, used, maintained or disseminated by Grantee or Grantor with regard to this Grant Agreement are subject to the requirements of Chapter 13, Minnesota Statutes, commonly known as the Minnesota Governmental Data Practices Act.

5. Counterparts: This Grant Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

6. Electronic Signature: An electronic signature is as effective as an original signature.
7. Time. Time is of the essence in the performance of this Grant Agreement.
8. Entire Agreement. This Grant Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer or agent of any party hereto that is not in writing and signed by all the parties to this Grant Agreement shall be binding.
9. No Joint Venture. The relationship between Grantor and Grantee is solely that of Grantor and Grantee, and the relationship by and between Grantor and Grantee is not a partnership or joint venture in the Project.
10. Controlling Law, Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Grant Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.
11. Assignment. This Grant Agreement may not be assigned by Grantee without the prior written consent of Grantor.
12. Attorney Fees and Expenses. In the event the Grantee should default under any of the provisions of this Grant Agreement and the Grantor should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Grantor the reasonable fee of such attorneys and such other expenses so incurred.
13. Grantee's Limited Remedy. If Grantee claims that Grantor has failed to perform any of its obligations under this Grant Agreement, the Grantee agrees to provide thirty (30) days written notice of such default and allow Grantor to cure any such default. The Grantee's sole legal and equitable remedy for any unremedied Grantor default is an action to compel performance by Grantor. The Grantee is not entitled to recover damages of any kind, including without limitation consequential or incidental damages, for any Grantor default.

(Signature pages follow.)

**IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be executed the day and year first above written.

**GRANTEE:**

Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation

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

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

**GRANTOR:**

Roseville Economic Development Authority

By: \_\_\_\_\_  
Its: Executive Director

By: \_\_\_\_\_  
Its: President

[Signature page of Grantor to Grant Agreement]

**Exhibit A-1****STATEMENT OF WORK**

During the term of the Grant Agreement, Grantee will:

1. Solicit Qualified Homebuyers for each identified Property;
2. Request disbursement of Grant funds for eligible costs;
3. Enter a Ground Lease with a Qualified Homebuyer; and,
4. Record the Declaration and Ground Lease with Ramsey County and provide copies of the same recorded documents to the Authority.

And, for the duration of the Agreement, Grantee will, as to each Property subject to the Agreement:

1. Solicit Qualified Homebuyers for the Property when notified of a Qualified Homebuyer's intent to sell. Grantee and/or the Qualified Homebuyer is/are responsible for securing permanent mortgage financing.
2. Sell the Improvements and lease the Land only to Qualified Homebuyers, and allow resale of the Improvements only to Qualified Homebuyers pursuant to a Ground Lease, or to Grantee with the Authority's written consent for brief periods as may be necessary. If Grantee purchases the Land and Improvements from a Qualified Homebuyer for the purpose of reselling to a new Qualified Homebuyer, Grantee shall notify the Authority prior to acquisition.
3. Verify the eligibility of the Qualified Homebuyers, explain the land trust program and the Ground Lease to potential Ground Lease tenants and certify by written documentation signed by the Qualified Homebuyers that the program requirements have been fully explained.
4. Maintain files of all purchasers residing in assisted units. Documentation shall verify eligibility at the time of initial occupancy by the initial purchaser and at the time of initial occupancy by subsequent purchasers and shall include:
  - a. The purchaser's application to Grantee;
  - b. Purchaser's household income;
  - c. Purchaser's household housing ratio (as defined in the Guidelines);
  - d. Name(s) of purchaser(s); number of household members; previous address of household; ethnic and demographic data; and, household type data, including but not limited to single head of household and disability status.
5. Maintain records verifying the affordability of the dwelling units, including but not limited to the Ground Lease, purchase agreement, closing or settlement statements and appraisals.
6. Monitor the housing units for compliance with the Ground Lease for the Period of Affordability.
7. Upon resale, assure compliance with long term affordability of the Premises as provided for in the Ground Lease, which Ground Lease shall, as to resale provisions, remain in substantially the form of the current version of the Ground Lease, for at least 99 years.
8. Upon resale, provide a summary of information in 4.b-4.d. and complete records listed in 5. above to the Authority.
9. Re-record the Declaration no later than one day before the expiration of 30 years of the date of its lease of the Land in the event the homeowner leasing the Land from Grantee is still the owner of the Improvements at the time of the rerecording. Authority retains the right to periodically and every 30 years after the first recording of the Declaration to register a notice of preservation.

**Exhibit A-2**  
**FORM OF PRO FORMA**

<b>Sources &amp; Uses - Preliminary</b>				
<b>Name of Property:</b>				
<b>Date:</b>				
<b>Sources:</b>				<b>Comments</b>
<b>Homebuyer Mortgage</b>			\$	
<b>20__ AHIF</b>			\$	<b>Project Costs</b>
<b>20__ REDA Funds</b>			\$	<b>Land &amp; Project Costs</b>
<b>20__ HOME</b>			\$	<b>Land</b>
<b>20__ MH Impact</b>			\$	<b>Project Costs</b>
<b>20__ Bond Proceeds</b>			\$	<b>Land</b>
<b>20__ Met Council</b>			\$	<b>Rehab</b>
		<b>Total</b>	\$	
<b>Uses:</b>				
<b>Acquisition Costs</b>			\$	
<b>Closing Costs</b>			\$	
<b>Inspection/other</b>			\$	
	<b>Acquisition costs</b>		\$	
<b>Adm Fee</b>			\$	<b>Project Fee</b>
<b>Holding/Closing Costs/ LC/ Taxes</b>			\$	<b>Special Assessments of \$ _____</b>
<b>Rehab Costs</b>			\$	
		<b>Total</b>	\$	

**Exhibit B**

**TWIN CITIES HABITAT FOR HUMANITY  
GROUND LEASE**

**[To be inserted after review]**

**Exhibit C**

**DECLARATION**

THIS INSTRUMENT IS EXEMPT FROM REGISTRATION TAX UNDER MINN.STAT. §287.04(f)  
Roseville Economic Development Authority

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
RUNNING WITH THE LAND**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
RUNNING WITH THE LAND** (the “Declaration”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by **Twin Cities Habitat for Humanity, Inc.**, a Minnesota nonprofit corporation (the “Declarant”).

**Recitals:**

A. Declarant is the owner of certain real property located at \_\_\_\_\_, Ramsey County, Minnesota, legally described in Exhibit A, and inclusive of all buildings structures, fixtures, and other improvements thereon (the “Improvements”) and other real property (the “Land”).

B. Declarant received financing from the Roseville Economic Development Authority (the “Authority”) pursuant to a grant from Authority funds legally available for such purpose (the “Grant”), to ensure that the Land is leased and conveyed to Qualified Homebuyers, as defined in the Long-Term Affordability Gap Assistance Grant Agreement between the Declarant and the Authority, which is incorporated herein by reference.

**NOW, THEREFORE**, Declarant makes the following declaration of covenants, conditions, and restrictions relating to the Property, intending the same to be binding upon Declarant, its successors, heirs, and assigns, and all subsequent owners of all or any part of the Property, until this Declaration expires by its terms:

1. The Land shall be maintained as owner-occupied, affordable housing for Qualified Homebuyers according to the terms and conditions of the Guidelines for Allocation of REDA Funds for Community Land Trust Properties, as implemented by the Authority.

2. The Land will be bound by the terms of a 99-year ground lease. The ground lease will provide for the long-term affordability (at least 99 years) of the Land. Declarant hereby declares and covenants, on behalf of itself and all future owners of the Land, that, during the term of this Declaration, the Authority is a third-party beneficiary of and successor to each and every remedy provided in the ground lease intended to insure the long-term affordability of the property. The Authority may, in the event of the failure or default of the landlord in each such ground lease to insure the long-term affordability of the property as provided for in the ground lease, exercise all rights and remedies available to the landlord in the ground lease for that purpose.

3. This Declaration expires, and is of no further force and effect, on the date that is ninety-nine (99) years after the date of recordation of this Declaration.

4. Declarant covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Long-Term Affordability Gap Assistance Grant Agreement.



5. This Declaration may be enforced by the Authority or its designee in the event Declarant fails to satisfy any of the requirements of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. If legal costs are incurred by the Authority, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from the Declarant.

6. Declarant may sell, transfer, or exchange its interest in the Land at any time, but Declarant shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring such interest, that such acquisition is subject to the requirements of this Declaration. Declarant agrees that the Authority may void any sale, transfer, or exchange of the Declarant's interest in the Property if the buyer or successor or other person fails to assume in writing the requirements of this Declaration.

7. The covenants, conditions, and restrictions imposed by this Declaration touch and concern the Property and are intended to run with the land.

8. Upon execution of this Declaration by the Declarant, Declarant shall cause this Declaration and all amendments hereto to be recorded and filed in the Ramsey County Recorder and Registrar of Titles Office. Declarant shall pay all fees and charges incurred in connection therewith.

9. This Declaration may be amended only in writing executed by the Authority together with the Declarant and such amendment shall be binding on third parties granted rights under this Declaration.

10. Notices. Any notice shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Declarant:

Twin Cities Habitat for Humanity, Inc.  
1954 University Avenue West  
Saint Paul, Minnesota 55104  
Attn: Chief Real Estate Officer

If to the Authority:

Roseville EDA  
2660 Civic Center Drive  
Roseville, MN 55113  
Attention: Executive Director



**Exhibit A to Declaration**

**Legal Description of Property**

**[To be inserted]**

**Exhibit D**

**FORM OF DISBURSEMENT REQUEST**

TO: Roseville Economic Development Authority  
2660 Civic Center Drive  
Roseville, MN 55113

**DISBURSEMENT DIRECTION**

The undersigned authorized representative (the “Authorized representative”) of Twin Cities Habitat for Humanity, Inc., a Minnesota nonprofit corporation (“TCHH”), hereby authorizes and requests you to disburse from REDA Grant funds in accordance with the terms of the Master Long-Term Affordability Gap Assistance Grant Agreement, dated \_\_\_\_\_, 2021 (the “Agreement”), between the Roseville Economic Development Authority (the “REDA”) and TCHH, the following amount to TCHH in connection with the acquisition by TCHH of the following Property:

[Insert address of Property]

all as defined and provided in the Agreement. The undersigned further certifies to the REDA that (a) all preconditions to disbursement under the Agreement have been satisfied; (b) the Property for the acquisition of which the payment is proposed is to be included in the Community Land Trust established by the REDA and will be subject to the Program and Guidelines (as defined in the Agreement); and (c) TCHH reasonably anticipates completion of the Improvements described in the Statement of Work and Pro Forma provided to the REDA in accordance with the terms of the Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Redeveloper’s Authorized Representative



46 of such properties is essential to provide clear policies and procedures to  
47 REDA staff, TCHH, and the community at large in connection with the  
48 establishment of such properties; and  
49

50 WHEREAS, REDA finds that approval of the Master Grant Agreement will allow REDA  
51 and TCHH to give effect to the community land trust program and  
52 Guidelines.  
53

54 NOW, THEREFORE, BE IT RESOLVED as follows:  
55

- 56 1. The REDA Board of Commissioners hereby approves the Guidelines for  
57 Allocation of REDA Funds for Community Land Trust Properties (the  
58 “Guidelines”) in the form presented to the Board.
- 59 2. The REDA hereby approves the Master Trust Agreement in substantially  
60 the form presented to the Board, subject to modifications that do not alter  
61 the substance of the agreement and that are approved by the President and  
62 Executive Director, provided that the execution of the Master Trust  
63 Agreement by those officials shall be conclusive evidence of their  
64 approval.
- 65 3. REDA staff and officials are authorized to take all actions necessary to  
66 perform the REDA’s obligations under the Master Trust Agreement as a  
67 whole, including without limitation execution of any documents to which  
68 the REDA is a party referenced in or attached to the Master Trust  
69 Agreement.  
70

71  
72  
73 The motion for the adoption of the foregoing resolution was duly seconded by Member  
74

75 , and upon a vote being taken thereon, the following voted in favor thereof:  
76

77 and the following voted against the same:  
78

79 WHEREUPON said resolution was declared duly passed and adopted.  
80

Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regular meeting thereof on November 8, 2021.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_\_ day of November, 2021.

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



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021  
Item No.: 5.b

Department Approval

*Janice Gundlach*

Executive Director Approval

*Paul Trueman*

Item Description: Consider a Resolution amending purchasing amounts to align with the City's Purchasing Policy

1 **BACKGROUND**

2 City Code Section 103.05 outlines the City Manager's authority to approve purchases and contracts  
3 of \$5,000 or less. On January 9, 2017, the REDA adopted a resolution establishing these same  
4 maximums for the Executive Director on behalf of the REDA. On October 25, 2021, the City Council  
5 approved an updated Purchasing Policy that increases this maximum to \$10,000. Given the updated  
6 Purchasing Policy, and to remain consistent in aligning the City's Policy with the Roseville Economic  
7 Development Authority's (REDA) policy, staff is recommending providing the same purchasing and  
8 contract authority to the REDA's Executive Director. In order to do this, a resolution must be adopted  
9 (Attachment A). The original resolution authorizing purchasing limits is provided as Attachment B.

10 **POLICY OBJECTIVE**

11 Ensure the REDA's financial authority is consistent with City policy.

12 **BUDGET IMPLICATIONS**

13 Not applicable.

14 **STAFF RECOMMENDATION**

15 Adopt a resolution authorizing purchasing and contracts up to \$10,000 for the Executive Director.

16 **REQUESTED EDA ACTION**

17 By motion, adopt a resolution authorizing purchasing and contracts up to \$10,000 for the Executive  
18 Director.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086  
Attachment A: Resolution authorizing the Executive Director to Execute Certain Documents  
B: Resolution No.5 adopted on January 9, 2017





46 up to the limits described in the Program guidelines), all without  
47 formal action by the Authority; and  
48

49 WHEREAS, the Authority has now determined that it is in the best interest of the  
50 Authority to ratify its previous authorization and to increase the  
51 authorized amount of permitted expenditures of funds within  
52 contracts and agreements administratively approved by the Executive  
53 Director of the Authority from an aggregate amount of \$5,000 or less  
54 to an aggregate amount of \$10,000 or less, consistent with the revised  
55 City of Roseville ("City") Purchasing Policy as adopted by the City  
56 Council of the City on October 18, 2021; and  
57

58 WHEREAS, the Authority finds that the execution and approval of routine  
59 documents or agreements by the Executive Director as described  
60 herein will be beneficial to the affairs of the Authority and the City.  
61

62 NOW, THEREFORE, BE IT RESOLVED, that based upon the foregoing,  
63

64 1. The approval and execution of the routine documents and agreements  
65 on behalf of the Authority as described herein, in an aggregate amount not to exceed  
66 \$10,000, is hereby ratified and delegated to the Executive Director of the Authority.  
67

68 2. The Executive Director's ability to authorize expenditures on behalf of  
69 the Authority is limited as follows:

70 A. Approved expenditures must be for a purpose and up to the amount  
71 authorized by the Authority's adopted budget and applicable work plan.

72 B. Expenditures cannot be approved for purposes described in the  
73 Authority's adopted budget and applicable work plan unless there is a sufficient  
74 unexpended balance.

75 C. The Finance Director of the City shall approve such expenditure.  
76

77 3. If the Executive Director approves an expenditure for any purpose not  
78 authorized in the Authority's adopted budget or for any amount in excess of the  
79 amount authorized due to his or her gross negligence or willful misconduct, the  
80 Executive Director shall not be indemnified and any amount expended in excess of  
81 what is authorized shall be a personal obligation of the person incurring such  
82 expenditure.  
83

84 4. All documents and agreements executed by the Executive Director of  
85 the Authority pursuant to the authority delegated by this resolution shall be  
86 reported to the Board of the Authority.  
87

88 5. This resolution shall be in full force and effect as of the date hereof.  
89  
90  
91

92 The motion for the adoption of the foregoing resolution was duly seconded by Member  
93  
94 , and upon a vote being taken thereon, the following voted in favor thereof:  
95  
96 and the following voted against the same: none.  
97  
98 WHEREUPON said resolution was declared duly passed and adopted.  
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Certificate

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I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regular meeting thereof on November 8, 2021.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_ day of November, 2021.

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

Scanned  
Attachment B  
to EDA.  
docs  
11/7/17

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

\* \* \* \* \*

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of the Roseville Economic Development Authority was duly held on the 9<sup>th</sup> day of January, 2017, at 6:00 p.m.

The following members were present: McGehee, Willmus, Laliberte, Etten and Roe  
and the following were absent: None

Member McGehee introduced the following resolution and moved its adoption:

**RESOLUTION No. 5**

**A Resolution Authorizing Executive Director to Execute Certain Documents on  
Behalf of the Roseville Economic Development Authority**

WHEREAS, the Roseville Economic Development Authority (the "Authority") is a public body politic and corporate pursuant to Minnesota Statutes, Sections 469.090 to 469.1081; and

WHEREAS, pursuant to the Authority's Bylaws, the President (or his or her designee) of the Authority and the Executive Director of the Authority execute all contracts, deeds, and other instruments on behalf of the Authority, except as otherwise authorized by resolution of the Board of Commissioners; and

WHEREAS, the Authority has determined to authorize the Executive Director to approve and execute documents or agreements on behalf of the Authority related to the routine business of the Authority or related to projects approved by the Board of the Authority and potential future projects, including but not limited to documents such as releases and subordinations of mortgages executed pursuant to the duly adopted guidelines for the Roseville Home Improvement Loan Program (the "Program"), nondisclosure agreements, right of entry agreements, and consultant agreements, so long as such documents or agreements have been reviewed by the general counsel of the Authority and do not provide for the expenditure of funds in an aggregate amount of more than \$5,000 (provided that documents pursuant to the Program may be executed in an aggregate amount of up to the limits described in the Program guidelines), all without formal action by the Authority; and

WHEREAS, the Authority finds that the execution and approval of routine documents or agreements by the Executive Director as described herein will be beneficial to the affairs of the Authority and the City of Roseville.

NOW, THEREFORE, BE IT RESOLVED, that based upon the foregoing,

1. The approval and execution of the routine documents and agreements on behalf of the Authority as described herein is hereby authorized and delegated to the Executive Director of the Authority.

2. The Executive Director's ability to authorize expenditures on behalf of the Authority is limited as follows:

A. Approved expenditures must be for a purpose and up to the amount authorized by the Authority's adopted budget and applicable work plan.

B. Expenditures cannot be approved for purposes described in the Authority's adopted budget and applicable work plan unless there is a sufficient unexpended balance.

C. The Finance Director of the City shall approve such expenditure.

3. If the Executive Director approves an expenditure for any purpose not authorized in the Authority's adopted budget or for any amount in excess of the amount authorized due to his or her gross negligence or willful misconduct, the Executive Director shall not be indemnified and any amount expended in excess of what is authorized shall be a personal obligation of the entity incurring such expenditure.

4. All documents and agreements executed by the Executive Director of the Authority pursuant to the authority delegated by this resolution shall be reported to the Board of the Authority.

5. This resolution shall be in full force and effect as of the date hereof.

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

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

McGehee, Willmus, Laliberte, Etten and Roe

and the following voted against the same: None

WHEREUPON said resolution was declared duly passed and adopted.

Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on January 9, 2017.

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

McGehee, Willmus, Laliberte, Etten and Roe

and the following voted against the same: None

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 9 day of January, 2017.

  
Executive Director





# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021  
Item No.: 5.c

Department Approval

Executive Director Approval

*Janice Gundlach*

*Randy Trueman*

Item Description: Adopt a Resolution authorizing the President and Executive Director to execute an amendment to the CDBG loan and satisfaction of a HRA loan for Sienna Green I.

**BACKGROUND**

In 2010, the Roseville Housing Redevelopment Authority (RHRA) provided financial assistance for the rehabilitation of 120 units of rental housing into affordable rental units, known and referred to herein as Sienna Green I. In 2016, the RHRA transferred all of their projects and outstanding loans to the Roseville Economic Development Authority (REDA) to administer. The financial assistance provided to Sienna Green I consisted of two separate loans: a Community Development Block Grant (CDBG) in the amount of \$294,730, and a RHRA Multi-Family Fund loan in the amount of \$55,270. The CDBG funds were set-up to be deferred and the funds from the Multi-Family Fund account were to be paid back from cash flow of the property. Aeon (the property owner) is seeking to refinance the first mortgage for a lower interest rate and is requesting the REDA extend the CDBG deferred loan to align with the new refinancing term of the first mortgage and resubordinate to Minnesota Housing (MH) (Attachment B). Since the Multi-Family Funds have been paid back, the REDA is being asked to provide a Satisfaction of Mortgage (Attachment A). Currently, the property owner is working through the underwriting process with MH and intends to close in January, 2022. To ensure this can occur, and because the REDA does not meet in December, the REDA is being asked to take action on the CDBG extension and Satisfaction of Mortgage now.

In a separate, but related action, the City Council will also have to extend loans that were administered from grants funds the City received and provided to Sienna Green I and II. The project used MH affordable housing tax credits, which requires grants to be administered as deferred loans. Once Aeon is able to schedule a closing date for the refinancing, the REDA will have to take formal action to a Master Subordination.

**BUDGET IMPLICATIONS**

There is no new budget implications.

**STAFF RECOMMENDATION**

Staff recommends authorizing the President and Executive Director to execute an amendment to the CDBG loan and satisfaction of a HRA loan for Sienna Green I.

**REQUESTED REDA ACTION**

By motion, adopt a resolution authorizing the amendment of the CDBG loan and satisfaction of a HRA loan for Sienna Green I.

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



Attachments

A: Satisfaction of Mortgage for a HRA loan

B: Amendment to the CDBG loan

C: Resolution Approving Amendment to CDBG Loan with Sienna Green I and Satisfaction of  
HRA Loan Mortgage with Sienna Green I

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**SATISFACTION OF MORTGAGE**

KNOW ALL BY THESE PRESENTS, that the Mortgage dated January 22, 2010 (the "Mortgage"), executed by SIENNA GREEN I LIMITED PARTNERSHIP, a Minnesota limited partnership (the "Mortgagor"), in favor of CITY OF ROSEVILLE HOUSING AND REDEVELOPMENT AUTHORITY, a public body corporate and politic and a Minnesota political subdivision (the "Mortgagee"), was filed for record in the office of the Ramsey County Recorder on February 19, 2010, as Document No. 4208896, which Mortgage was assigned by the Mortgagee to the undersigned ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and Minnesota political subdivision, and is, with the indebtedness secured thereby, fully paid and satisfied.

(Remainder of page intentionally blank; signature page follows.)

**ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY,**  
a public body corporate and politic and  
Minnesota political subdivision

\_\_\_\_\_  
By:  
Its President

\_\_\_\_\_  
By:  
Its Executive Director

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Dan Roe and Patrick Trudgeon, the President and Executive Director, respectively, of Roseville Economic Development Authority, a public body corporate and politic and Minnesota political subdivision, for and on behalf of the same.

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

THIS INSTRUMENT WAS DRAFTED BY:  
LATHROP GPM LLP  
500 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
WTA/jla

**Return to:**  
**Commonwealth Land Title Insurance Company**  
**222 S. Ninth Street, Suite 3060**  
**Minneapolis, MN 55402**  
**File No. MN303975**

**AMENDMENT TO LOAN DOCUMENTS**  
**(\$294,730.00 CDBG Loan)**

THIS AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **SIENNA GREEN I LIMITED PARTNERSHIP**, a Minnesota limited partnership ("Borrower"), and **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and a Minnesota political subdivision, as assignee of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota ("Lender").

**RECITALS**

A. Lender made a loan in the principal amount of \$294,730.00 (the "Loan") to Borrower on January 22, 2010, evidenced by a promissory note (the "Note") and secured by a Mortgage (\$294,730.00 CDBG Loan), dated January 22, 2010, and recorded February 19, 2010 as Document No. 4208892 in the office of the County Recorder in and for Ramsey County, Minnesota (the "Mortgage") against property legally described on Exhibit A.

B. THIS IS A MORTGAGE AMENDMENT, AS DEFINED IN MINNESOTA STATUTES SECTION 287.01, SUBDIVISION 2, AND AS SUCH IT DOES NOT SECURE A NEW OR AN INCREASED AMOUNT OF DEBT.

C. With regard to the Loan, Lender is the holder of the following documents (collectively, the "Loan Documents"):

- (1) the Note; and
- (2) the Mortgage.

D. The parties hereto now desire to modify the Loan Documents in certain respects as more particularly provided in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals are true and correct in all material aspects and are incorporated herein by reference.

2. Definitions. Terms defined in the Loan Documents shall have the same meaning when used herein, unless defined otherwise in this Amendment.

3. Modifications to Loan Documents—Maturity Date. The Maturity Date of the Loan is extended to [be coterminous with the MHFA Note, defined below] and the Note and Mortgage are hereby amended to reflect that the maturity date is extended to [ ].

4. References. All references to the Note and Mortgage in the Loan Documents and in any other document or instrument which evidences the Loan or makes reference to the Note or Mortgage, shall be to the Note and Mortgage as amended hereby.

5. Continuation. Except as hereby specifically amended, the Loan Documents and all of the terms and provisions thereof shall remain in full force and effect.

6. Subordination. The indebtedness evidenced by the Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Minnesota Housing Finance Agency Note (the “MHFA Note”) dated as of even date herewith, in the original principal amount of \$2,660,000.00, executed by Borrower and payable to the order of Minnesota Housing Finance Agency (“Senior Lender”), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between Borrower and Senior Lender (the “Subordination Agreement”). The Mortgage securing the Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Minnesota Housing Finance Agency Mortgage (the “MHFA Mortgage”) securing the MHFA Note, and the terms, covenants and conditions of the Minnesota Housing Finance Agency Loan and Security Agreement evidencing the terms of the MHFA Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of the Note under the Mortgage are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder’s acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement. – *This section subject to modification by MHFA.*

7. Counterparts. This Amendment may be executed in counterparts, each one of which shall have the force of an original, but which together shall constitute one document. Faxed, .pdf, scanned or photocopied signatures shall be deemed equivalent to original signatures for purposes hereof.

*[Reminder of this page intentionally left blank.]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Loan Documents to be made as of the day and year first above written.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dan Roe and Patrick Trudgeon, the President and Executive Director, respectively, of Roseville Economic Development Authority, a public body corporate and politic and a Minnesota political subdivision, on behalf of the political subdivision.

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

(SEAL)

This instrument was prepared by:  
Lathrop GPM LLP  
500 IDS Center  
80 South Eight Street  
Minneapolis, MN 55402

**EXHIBIT A  
LEGAL DESCRIPTION**

Lot 1, Block 1, Sienna Green Addition, Ramsey County, Minnesota.



1  
2 **EXTRACT OF MINUTES OF MEETING**  
3 **OF THE**  
4 **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

5  
6 \* \* \* \* \*

7  
8 Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners  
9 (the “Board”) of the Roseville Economic Development Authority (“REDA”) was duly  
10 held on the 8th day of November, 2021, at 6:00 p.m.

11  
12 The following members were present:

13  
14 and the following were absent: .

15  
16 Member introduced the following resolution and moved its adoption:

17  
18 **RESOLUTION No.**

19  
20 **RESOLUTION APPROVING AMENDMENT TO LOAN**  
21 **DOCUMENTS IN CONNECTION WITH SIENNA**  
22 **GREEN I CDBG LOAN, AND SATISFACTION OF**  
23 **MORTGAGE IN CONNECTION WITH SIENNA GREEN**  
24 **I HRA LOAN**

25  
26 WHEREAS, The City of Roseville Housing and Redevelopment Authority (“HRA”)  
27 previously made a loan of certain Community Development Block Grant  
28 (“CDBG”) funds (the “CDBG Loan”) to Sienna Green I Limited Partnership  
29 (“Borrower”), evidenced by a promissory note (the “CDBG Note”) and  
30 secured by a mortgage (the “CDBG Mortgage”), to finance a portion of the  
31 acquisition and construction of a multifamily rental housing facility in the  
32 City known as Sienna Green I; and

33  
34 WHEREAS, the HRA made an additional loan of certain HRA levy funds (the “HRA  
35 Loan”) to the Borrower, evidenced by a promissory note (the “HRA  
36 Note”) and secured by a mortgage (the “HRA Mortgage”), to finance a  
37 portion of the costs of acquisition and construction of Sienna Green I,  
38 which HRA Loan has been fully paid and satisfied; and

39  
40 WHEREAS, by resolution adopted on January 4, 2016, the HRA transferred all of its  
41 outstanding contracts and projects, including the CDBG Loan and HRA  
42 Loan, to the Roseville Economic Development Authority (“REDA”), and  
43 REDA accepted the assignment of all such instruments; and  
44

45 WHEREAS, the Borrower desires to refinance certain outstanding indebtedness to the  
46 Minnesota Housing Finance Authority (“MHFA”), and in connection with  
47 such refinancing, the Borrower has requested that REDA execute and  
48 deliver a Satisfaction of Mortgage related to the HRA Loan (the  
49 “Satisfaction”); and  
50

51 WHEREAS, the Borrower has additionally requested that REDA agree to subordinate the  
52 CDBG Note and Mortgage to the note and mortgage given by the Borrower  
53 to MHFA in connection with its refinancing; and  
54

55 WHEREAS, there have been presented to REDA a Satisfaction in connection with the  
56 HRA Loan, and an Amendment to Loan Documents in connection with  
57 the CDBG Loan (collectively, the “Loan Documents”); and  
58

59 WHEREAS, the Board finds that execution of the Loan Documents is necessary and  
60 desirable and is in the best interest of the City as a whole because it will  
61 allow for the continued success of a multifamily rental facility serving  
62 low- to moderate-income families in the City.  
63

64 NOW, THEREFORE, BE IT RESOLVED as follows:  
65

66 1. The Loan Documents as presented to the Board are hereby in all respects  
67 approved, subject to modifications that do not alter the substance of the  
68 transaction and that are approved by the President and Executive Director,  
69 provided that execution of the Loan Documents by such officials shall be  
70 conclusive evidence of approval. The President and Executive Director  
71 are hereby authorized to execute, on behalf of REDA, the Loan  
72 Documents.

73 2. REDA staff and officials are authorized to take all actions necessary to  
74 perform REDA’s obligations under the Loan Documents, all as described  
75 in the Loan Documents.  
76  
77

78 The motion for the adoption of the foregoing resolution was duly seconded by Member  
79

80 , and upon a vote being taken thereon, the following voted in favor thereof:  
81

82 and the following voted against the same:  
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84 WHEREUPON said resolution was declared duly passed and adopted.  
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Certificate

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I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regular meeting thereof on November 8, 2021.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_\_ day of November, 2021.

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



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021  
Item No.: 5.d

Department Approval

Executive Director Approval

*Janeé Gundlach*

*Paula J. Trueman*

Item Description: Consider a Resolution authorizing the President and Executive Director to execute the Collateral Assignment of the Development Agreement for Roseville Housing Group II, LLC (Edison Apartments Phase II)

**BACKGROUND**

On July 19, 2019, the Roseville Economic Development Authority (REDA) authorized a Contract for Private Redevelopment and approved the Master Subordination Agreement and Estoppel of Certificate for Roseville Housing Group II, LLC (Edison Apartments Phase II). The developer’s first mortgage lender, Wells Fargo, is requesting Collateral Assignment of the Development Agreement (Attachment A). The REDA’s Contract for Private Development provides that the REDA’s will approve a collateral assignment of the contract, so long as such assignment is in a form reasonable acceptable to the REDA. The REDA must take formal action, by resolution, to approve the Collateral Assignment (Attachment B).

**STAFF RECOMMENDATION**

Staff recommends authorizing the President and Executive Director to sign the Collateral Assignment of the Development Agreement for Roseville Housing Group II, LLC.

**REQUESTED REDA ACTION**

By motion, adopt the resolution authorizing the President and Executive Director to sign the Collateral Assignment of the Development Agreement for Roseville Housing Group II, LLC.

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

- Attachments A: Collateral Assignment of the Development Agreement.
- B: Resolution authorizing the Collateral Assignment of the Development Agreement

**COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE  
DEVELOPMENT**

This Collateral Assignment of Contract for Private Development (this “**Assignment**”) is made and entered into as of November [\_\_\_], 2021, by ROSEVILLE EDISON II, LLC, a Minnesota limited liability company (“**Borrower**”) and ROSEVILLE HOUSING GROUP II, LLC, a Minnesota limited liability company (“**Manager**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“**Lender**”), with the acknowledgment and consent of the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (in such capacity, “**Authority**”). Capitalized terms used herein without specific definition shall have the meanings given to them in the Building Loan Agreement (as hereinafter defined).

A. Borrower is the owner of a leasehold interest and easements rights in certain land located in Ramsey County, Minnesota, described in Exhibit A (“**Land**”) to this Assignment. The Land is or will be improved with a multifamily rental housing project known or to be known as Edison II Apartments (the “**Improvements**” and, together with the Land, the “**Project**”).

B. Lender has made a Loan to Borrower pursuant to the Building Loan Agreement dated as of the date hereof by and among the Lender and Borrower (the “**Building Loan Agreement**”), in the maximum aggregate principal amount of [\$14,492,618] (the “**Loan**”). The Loan is evidenced by that certain Promissory Note dated on or about the date hereof (the “**Note**”), delivered by Borrower to Lender.

C. Pursuant to that certain Contract for Private Development dated as of July 19, 2021 (“**Development Agreement**”), by and among the Authority, Borrower, and Manager, the Authority has agreed to loan Borrower \$633,000 sourced from Tax Base Revitalization Account Contamination Cleanup Grant funds (“**TBRA Grant**”) from the Metropolitan Council, and grant to Manager of certain Minnesota Department of Employment and Economic Development Contamination Cleanup Grant funds in the amount of \$325,000 (“**DEED Grant**”).

D. Lender has required, as a condition to consenting to the Development Agreement, that Borrower and Manager each execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and to induce Lender to consent to the Development Agreement, Borrower and Manager agree as follows:

1. Assignment. Each of Borrower and Manager hereby transfers and 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 Development Agreement, the TBRA Grant and the DEED Grant funds as security for the Loan, and all future loans, advances, debts, liabilities, obligations, covenants and duties owing by Borrower and Manager 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.

2. Representations and Warranties. Each of Borrower and Manager represents and warrants to Lender and agrees as follows:

(a) Each of Borrower and Manager will not, without the prior written consent of Lender, which shall not be unreasonably withheld or delayed, modify, amend, supplement, terminate, surrender or change in any manner whatsoever Development Agreement, the TBRA Grant or the DEED Grant 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 Development Agreement, the TBRA Grant and the DEED Grant are free and clear of all liens, security interests, assignments and encumbrances other than the assignment and security interest created by this Assignment or the Development Agreement.

(c) Except as may be restricted in the Development Agreement, the TBRA Grant or the DEED Grant, Each of Borrower and Manager has the full right, power and authority to assign the Development Agreement, the TBRA Grant and the DEED Grant free and clear of any and all liens, security interests and assignments.

(d) Each of Borrower and Manager will keep the Development Agreement, the TBRA Grant and the DEED Grant free from any lien, encumbrance, assignment, or security interest whatsoever, other than this Assignment and security interest.

(e) Each of Borrower and Manager 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 reasonably request to establish and maintain a first priority perfected security interest in the Development Agreement, the TBRA Grant and the DEED Grant 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.

3. Covenants of Borrower and Manager. Each of Borrower and Manager covenants and agrees that:

(a) It shall perform each and every one of its duties and obligations under the Development Agreement, the TBRA Grant and the DEED Grant and observe and comply with each and every term, covenant, condition, agreement, requirement, restriction and provision of the Development Agreement, the TBRA Grant and the DEED Grant.

(b) It shall give prompt written notice to Lender of any claim or notice of default under the Development Agreement, the TBRA Grant or the DEED Grant known or given to it together with a copy of any such notice or claim.

(c) It will appear in and defend any action arising out of or in any manner connected with the Development Agreement, the TBRA Grant or the DEED Grant and the duties and obligations of each of Borrower and Manager thereunder.

4. Purpose of Assignment. This Assignment is made to induce Lender to consent to the Development Agreement and for the purpose of securing the performance and observance by Borrower of all of the terms and conditions of the Building Loan Agreement and all other obligations of Borrower and Manager under the Loan Documents (as defined in the Building Loan Agreement) in connection with the Project.

5. Right to Act on Behalf of Borrower and Manager; Payments under Development Agreement, the TBRA Grant and the DEED Grant. Each of Borrower and Manager hereby authorizes Lender (and all persons and entities designated by Lender) during an Event of Default to act on its behalf either in the name of Borrower, Manager, or Lender (or the name of the person and entity designated by Lender) in connection with the exercise of any of the rights of Borrower and Manager under the Development Agreement, the TBRA Grant and the DEED Grant. For as long as the Loan is outstanding, each of Borrower and Manager hereby irrevocably constitutes and appoints Lender (and all persons and entities designated by Lender) as its attorney-in-fact to demand, receive and enforce Borrower's and Manager's respective rights with respect to the Development Agreement, the TBRA Grant and the DEED Grant. Each of Borrower and Manager agrees to reimburse Lender on demand for any expenses incurred by Lender, or its agents or attorneys, including, without limitation, reasonable attorneys' fees, pursuant to the aforesaid authorization. Each of Borrower and Manager hereby irrevocably instructs, directs, authorizes and empowers all parties to the Development Agreement, the TBRA Grant and the DEED Grant to recognize the claims of Lender, and its successors or assigns hereunder, in the event Lender elects to assume the obligations of the Borrower or Manager, or both, under the Development Agreement, and to act upon any instructions or directions of Lender (and all persons and entities designated by Lender) without investigating the reason for any action taken by Lender (or such other party or parties). The representations in this paragraph are subject in all respect to the provisions of the Grant Agreements (as defined in the Development Agreement).

6. No Assumption By Lender. It is understood and agreed that by its acceptance of this Assignment, unless expressly set forth herein Lender neither assumes the obligations or duties imposed upon Borrower and Manager under the Development Agreement nor accepts any responsibility or liability for the performance of any of the obligations imposed upon Borrower and Manager pursuant to the Development Agreement.

7. Scope of Assignment. The rights assigned by this Assignment include but are not limited to all of Borrower's and Manager's interest in the Development Agreement, the TBRA Grant and the DEED Grant, including all right, power, privilege and option to modify or amend the Development Agreement, the TBRA Grant or the DEED Grant, or waive or release the performance or satisfaction of any duty or obligation under the Development Agreement, the TBRA Grant or the DEED Grant; provided, prior to any Event of Default (defined below), Borrower or Manager, as applicable, shall have the right to apply the funds for the purposes stated in the Development Agreement.

8. Event of Default. An "**Event of Default**" shall mean the occurrence of any default under the Development Agreement and the continuation of such default beyond any applicable grace period, or the occurrence of any Event of Default under any of the Loan Documents (as defined in the Building Loan Agreement).

9. 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 and Manager pursuant to the TBRA Grant and the DEED Grant and shall hold such amounts free and clear of the interest of Borrower and Manager therein and shall be entitled to own, hold, dispose of and otherwise deal with the amounts payable pursuant to the TBRA Grant and the DEED Grant in its own right and name as its own property, or in the name of Borrower or Manager or otherwise, exercise any right of Borrower or Manager 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 TBRA Grant and the DEED Grant; (b) take any action that Lender may deem necessary or desirable in order to collect the amounts payable pursuant to the TBRA Grant and the DEED Grant; 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 Building Loan Agreement or any other instrument given for the security of or in connection with the making of the Loan, or as provided for or allowed by law or in equity.

10. [Reserved.]

11. Indemnity. Excluding any obligations to make payments on the Loan pursuant to the terms and conditions of the Building Loan Agreement, Lender shall not have any obligation to perform or satisfy any duty or obligation of Borrower or Manager under the Development Agreement. Each of Borrower and Manger shall and do hereby indemnify, defend and hold Lender harmless 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) except for those arising from the gross negligence or willful misconduct of Lender and its respective successors, assigns, directors, officers, employees, agents and representatives, arising out of, by reason of, as a result of or in connection with the Development Agreement, the TBRA Grant or the DEED Grant, and any and all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees 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 Development Agreement, the TBRA Grant and the DEED Grant.

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 notices and other communications permitted or required by the provisions of this Assignment (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Certified Mail, Return Receipt Requested, bearing adequate postage, or deposited with a reputable private courier or overnight delivery service, and addressed as hereinafter provided. Each such notice shall be effective upon being deposited as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least 10 days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Lender shall be addressed as follows:

Wells Fargo Bank, National Association  
550 S. Tryon Street  
23<sup>rd</sup> Floor, D1086-239  
Charlotte, NC 28202-4200  
Attn: Manager, Deal Management (Loan No. 1020104)

Each notice to Borrower shall be addressed as follows:

Roseville Edison II, LLC  
366 South Tenth Ave.  
PO Box 727  
Waite Park, MN 56387

with copies to:

Wells Fargo Affordable Housing Community Development  
Corporation  
550 S. Tryon Street  
23<sup>rd</sup> Floor, D1086-239  
Charlotte, NC 28202-4200  
Attn: Director of Tax Credit Asset Management

Each notice to Manager shall be addressed as follows:

Roseville Housing Group II, LLC  
366 South Tenth Ave.  
PO Box 727  
Waite Park, MN 56387

15. Successors and Assigns; Recording. This Assignment shall bind Borrower and Manager and each of their respective 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 land records of Ramsey County, Minnesota.

16. Acknowledgement and Consent of Authority. Authority has acknowledged and consented to the assignment of the Development Agreement, the TBRA Grant and the DEED Grant funds to Lender pursuant to the terms of the consent executed by Authority and attached hereto as Exhibit B.

17. 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 Development Agreement, the TBRA Grant or the DEED Grant.

[Remainder of this page has been left blank intentionally]

IN WITNESS WHEREOF, Borrower and Manager have executed this Collateral Assignment Contract for Private Development as of the date and year first written above.

**BORROWER:**

**ROSEVILLE EDISON II, LLC**, a Minnesota limited liability company

By: Roseville Housing Group II, LLC, a Minnesota limited liability company, its Manager

By: \_\_\_\_\_  
James J. Thelen, Secretary/Treasurer

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by James J. Thelen, the Secretary/Treasurer of Roseville Housing Group II, LLC, a Minnesota limited liability company, the Manager of Roseville Edison II, LLC, a Minnesota limited liability company, for and on behalf of said limited liability company.

WITNESS my hand and official seal.

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

My commission expires: \_\_\_\_\_.

[Signature Page 1 of 2 to Collateral Assignment of Development Agreement – Edison II Apartments]



**EXHIBIT A  
LEGAL DESCRIPTION**

All that certain real property located in the County of Ramsey, State of Minnesota, described as follows:

That part of the following described property:

Parcel 1:

That part of the Northwest Quarter of Section 5, Township 29, Range 23, Ramsey County, Minnesota, lying Southeasterly of the center line of Trunk Highway No. 8 and Northwesterly of the Southeasterly line of Highway 8-63 as relocated and lying South of a line parallel with and distant 210.76 feet South of the North line of said Northwest Quarter, and lying Northerly of a line described as follows: Beginning at a point on said center line of Trunk Highway No. 8, distant 1053.34 feet Southwest of its intersection with said North line of Northwest Quarter; thence Southeast at right angles to said center line on Northeast line of land conveyed to Northern States Power Co., 403 feet; thence at right angles Northeast 109.3 feet to a point hereinafter known as point "A"; thence 620.2 feet more or less, to a point on the East line of said Northwest Quarter distant 978.76 feet South of the Northeast corner thereof, together with the right, shared with Clara Jacobs to full use of one of the three crossings across the land conveyed to Northern States Power Co. as reserved and described in deed recorded "904" Deeds 386; and subject to highway easement for Trunk Highway No. 8 and subject to easement for driveway or roadway granted to Clara Jacobs over the Southwesterly 30 feet, except the Northwesterly 40 feet thereof, of tract herein conveyed.

Described as follows: Commencing at the northwest corner of the above described property; thence easterly along a line parallel with and distant 210.76 feet South of the North line of said Northwest Quarter, a distance of 211.42 feet; thence southerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 98.65 feet; thence southwesterly, deflecting to the right 38 degrees 27 minutes 42 seconds, a distance of 146.16 feet; thence southwesterly deflecting to the left 8 degrees 54 minutes 17 seconds, a distance of 243.20 feet; thence southwesterly deflecting to the right 8 degrees 54 minutes 17 seconds, a distance of 127.25 feet to a point hereinafter known as point "B"; thence northwesterly, deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 224.55 feet to a line which lies 40.00 feet southeasterly of the northwesterly line of the above described property and the point of beginning of the property to be described; thence southeasterly deflecting to the right 180 degrees 00 minutes 00 seconds, a distance of 224.55 feet to said point "B"; thence southeasterly, on the continuation of the last described line, a distance of 31.90 feet; thence southerly deflecting to the right, 55 degrees 52 minutes 01 seconds, a distance of 189.88 feet; thence southwesterly, deflecting to the right, 34 degrees 07 minutes 59 seconds, a distance of 57.68 feet to a corner on the southerly line of the above described property; thence southerly, on the continuation of the last described line and a southerly line of the above described property, a distance of 109.30 feet to a corner on the southerly line of the above described property; thence northwesterly, deflecting to the right 90 degrees 00 minutes 00 seconds, along said southerly line, a distance of 363.00 feet to said line which lies 40.00 feet southeasterly of the northwesterly line of the above described property; thence northeasterly, deflecting to the right 90

degrees 00 minutes 00 seconds, along said line a distance of 324.15 feet to the point of beginning and there terminating.

Parcel 2:

Together with the easements for Shared Access Improvements, Old Highway 8 Access Drive, Parking Utility, and Temporary Construction described in Reciprocal Easement Agreement by and between Roseville Edison, LLC, Edison Apartments, LLC, and Edison Land, LLC, dated November 16, 2018, recorded November 19, 2018, as Document No. A04735649.

**EXHIBIT B**

**CONSENT TO COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE  
DEVELOPMENT**

[SEE ATTACHED]

## CONSENT TO COLLATERAL ASSIGNMENT OF CONTRACT FOR PRIVATE DEVELOPMENT

In consideration of the Lender consenting to the Development Agreement on the date hereof regarding a multifamily rental housing apartment project known or to be known as Edison II Apartments (the “Project”) in the City of Roseville, Minnesota, the ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota (in such capacity, “Authority”), hereby executes this Consent to Collateral Assignment of Contract for Private Development (“Consent”) to acknowledge and consent to the Collateral Assignment of Contract for Private Development dated November [ ], 2021 (the “Assignment”), by ROSEVILLE EDISON II, LLC, a Minnesota limited liability company (“Borrower”) and ROSEVILLE HOUSING GROUP II, LLC, a Minnesota limited liability company (the “Manager”), to the Lender as collateral security for the Loan to the Lender in furtherance of such assignment, and further acknowledges and agrees with the Lender as follows:

1. Whenever the Authority provides written notice to Borrower or Manager of an “Event of Default,” as defined in the Development Agreement, the Authority shall simultaneously provide such written notice to Lender and the Borrower’s tax credit investor, Wells Fargo Affordable Housing Community Development Corporation (“Tax Credit Investor”) (such notice to be given in accordance with Section 14 of the Assignment). Failure to provide such notice shall not have an impact on the Authority’s rights or remedies under the Development Agreement. . The Authority agrees that it shall not suspend its performance under the Development Agreement, the TBRA Grant or the DEED Grant if the Lender or Tax Credit Investor cures (or causes to be cured) all uncured Events of Default in accordance with the terms of the Development Agreement subject to compliance with the Grant Agreements

2. For as long as the Assignment is in effect, the Authority shall not cancel and/or rescind the Development Agreement, the TBRA Grant or the DEED Grant as a result Borrower’s or Manager’s bankruptcy or insolvency so long as the Borrower and the Manager are otherwise in full compliance with the Development Agreement.

3. Notwithstanding the security interests of Lender in the Development Agreement, the TBRA Grant and the DEED Grant, as set forth in the Assignment, or rights to cure any Event of Default specified in Section 9.1 of the Development Agreement, as set forth in this Consent, neither Lender nor Tax Credit Investor shall have an obligation or liability whatsoever to the Authority, or any other person having any relationship, contractual or otherwise, with the Authority, nor shall Lender and/or Tax Credit Investor be obligated to perform any of the obligations or duties of Borrower or Manager under the Development Agreement. The Authority shall only be obligated to pay under the TBRA Grant or the DEED Grant if the Borrower and Manager are in compliance in all respects with the terms of the Development Agreement and the Grant Agreements (as defined in the Development Agreement), or, except as provided in Section 2 of this Consent, if an Event of Default is declared and remains uncured after the expiration of applicable notice and cure periods, the Lender or Tax Credit Investor agrees to perform and has performed the obligations of the Borrower or Manager necessary to cure such Event of Default. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay any amounts under the TBRA Grant or the DEED Grant unless and until it receives the proceeds of



such grants from the Metropolitan Council or the Department of Employment and Economic Development in accordance with the Development Agreement and the Grant Agreements (as defined in the Development Agreement). In addition, any payment of TBRA Grant or DEED Grant funds to the Lender or Tax Credit Investor is subject to the approval and consent of the Minnesota Department of Employment and Economic Development or the Metropolitan Council, as applicable.

4. The undersigned shall, from time to time, promptly execute and deliver such further instruments, documents and agreements, and perform such further acts as may be necessary or proper to carry out and effect the terms of the Assignment and this Consent subject to approval by the EDA's attorney and at the sole cost and expense of the Borrower.

5. This Consent is being given to induce Lender to consent to the Development Agreement and to accept the Assignment, and with the understanding that Lender will rely hereon.

Executed by Authority to be effective as of November [\_\_], 2021.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Authority has executed this Consent to Collateral Assignment of Contract for Private Development as of the date appearing on the last page of this Consent.

**ROSEVILLE ECONOMIC DEVELOPMENT  
AUTHORITY**, a public body politic and corporate under  
the laws of the State of Minnesota

By \_\_\_\_\_  
Dan Roe, President

By \_\_\_\_\_  
Patrick Trudgeon, Executive Director

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021, by Dan Roe and Patrick Trudgeon, the President and Executive Director, respectively, of the Roseville Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota, on behalf of the Authority.

WITNESS my hand and official seal.

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

My commission expires:\_\_\_\_\_.

[Signature Page to Consent to Collateral Assignment of Development Agreement – Edison II Apartments]



46                   forth in the Collateral Assignment of Contract for Private Development, as  
47                   presented to REDA for review and approval (the “Collateral  
48                   Assignment”); and  
49

50       WHEREAS, Section 7.4 of the Contract provides REDA’s agreement to a collateral  
51                   assignment of the Contract, so long as such collateral assignment is in a form  
52                   reasonably acceptable to the Authority; and  
53

54       WHEREAS, REDA’s Board of Commissioners (the “Board”) and legal counsel have  
55                   reviewed the Collateral Assignment, and find that the approval and  
56                   execution of the Collateral Assignment and consent attached to the Collateral  
57                   Assignment (the “Consent”) are in the best interest of the City of Roseville  
58                   and its residents.  
59

60       NOW, THEREFORE, BE IT RESOLVED, that the Collateral Assignment and the  
61                   Consent as presented to the Board are hereby in all respects approved,  
62                   subject to modifications that do not alter the substance of the transaction  
63                   and that are approved by the President and Executive Director, provided  
64                   that execution of the Consent by such officials shall be conclusive  
65                   evidence of approval.  
66

67       BE IT FURTHER RESOLVED that the President and Executive Director are hereby  
68                   authorized to execute on behalf of REDA the Consent, and any other  
69                   documents requiring execution by REDA, in order to carry out the  
70                   transaction described in the Collateral Assignment.  
71

72       BE IT FURTHER RESOLVED that REDA staff and consultants are authorized to take  
73                   any actions necessary to carry out the intent of this resolution.  
74

75  
76  
77       The motion for the adoption of the foregoing resolution was duly seconded by Member

78  
79                   , and upon a vote being taken thereon, the following voted in favor thereof:

80  
81                   and the following voted against the same:

82  
83       WHEREUPON said resolution was declared duly passed and adopted.  
84

Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regular meeting thereof on November 8, 2021.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_\_ day of November, 2021.

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



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021

Item No.: 5.e

Department Approval

*Janice Gundlach*

Executive Director Approval

*Samuel Truog*

Item Description: Consider a three-year contract extension with Kennedy & Graven for legal services

**BACKGROUND**

The Roseville Housing and Redevelopment Authority (RHRA) conducted a Request for Proposals (RFP) and an interview process for legal services in 2009 which specifically identified legal services that specialized in Housing and Redevelopment Authority (HRA) expertise. From that process, Kennedy & Graven was identified as a firm with a high level of HRA legal experience and also offered a reasonable hourly billing rate. In 2012, the RHRA again solicited RFPs for legal services and based on the information submitted, the RHRA determined the legal services received from Kennedy & Graven were below market price for the specialized services provided. In 2015, the RHRA was merged into the Roseville Economic Development Authority (REDA), which continued to use the law firm of Kennedy & Graven, as it is one of the only remaining law firms in the Twin Cities that has attorneys practicing specifically in the areas of HRA, EDA, public finance and economic development and redevelopment. Most recently, in October of 2018 the REDA did go out for RFP for legal services and again decided to stay with Kennedy & Graven as they guaranteed their hourly billing rate for the duration of the 3 year contract.

Since combining the RHRA into the REDA, the REDA has taken over the Public Finance Assistance Program for the City of Roseville and manages all projects seeking public finance assistance (namely TIF). As a result, projects seeking TIF, or any other public finance assistance mechanism, require legal services from an attorney regularly practicing in this area of law. Such legal services differ from the services provided by general municipal law practitioners, a specialization Kennedy & Graven offers.

The City's updated Purchasing Policy states that contracts for professional services shall be for terms of not more than three years with a one-time extension of not more than three years, based on satisfactory performance. Since the last RFP occurred three years ago, and staff is satisfied with the performance of Kennedy & Graven, staff is recommending the REDA exercise the option to extend an additional three years before undergoing a new RFP. Because the original contract didn't include extension language, a new contract is provided (Attachment A).

Kennedy and Graven's current billing rate of \$200/hour for the lead attorney representing the REDA and will increase to \$210/hour. The hourly fee for paralegal services will remain unchanged at \$135.

Each year the REDA budgets \$15,000 per year for attorney services. The three-year break down of costs under this contract are as follows:

2021 to date	2020	2019
\$5,070.00	\$4,420.50	\$11,376.34

As illustrated above, actual costs under this contract have been below budget. Even when factoring in the 5% increase to the hourly rate for the lead attorney, staff expects actual costs to remain at or below historically budgeted amounts.

Staff recommends the REDA authorize the three year contract with Kennedy & Graven, based on the following:

- The Purchasing Policy allows a three year extension without undergoing an RFP,
- Kennedy & Graven offers specialization in all matters related to public finance assistance,
- Legal services offered under the current contract have been satisfactory.

**BUDGET IMPLICATIONS**

The REDA budgets \$15,000 a year for professional legal services. Projects requesting any form of public finance assistance pay for the REDA’s legal services via escrow, which is not included in the REDA’s \$15,000 budget for legal services.

**STAFF RECOMMENDATION**

Staff recommends the REDA enter into a three year contract for professional legal services with Kennedy & Graven.

**REQUESTED REDA BOARD ACTION**

By motion, adopt a resolution authorizing the REDA to enter into a three year contract for professional legal services with Kennedy & Graven.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086  
Attachment A: Contract for legal services with Kennedy and Graven.  
B: Resolution approving services agreement with Kennedy and Graven

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the \_\_\_ day of \_\_\_\_\_, 2021, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (hereinafter “REDA”), and Kennedy & Graven, Chartered, a professional association organized and existing under the laws of the State of Minnesota (hereinafter “Consultant”).

### Preliminary Statement

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

REDA and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from January 1, 2022, through December 31, 2024, the date of signature by the parties notwithstanding.
3. ***Compensation for Services.*** REDA agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of REDA. REDA will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third-party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by REDA. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third-party contractors unless otherwise agreed to by the parties in writing.
4. ***REDA Representative and Special Requirements:***
  - A. Jeanne Kelsey shall act as REDA’s representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define REDA’s policies and



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

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

59 5. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis  
60 commencing February 2022, an itemized written invoice for Work performed under this  
61 Agreement during the previous month. Invoices submitted shall be paid in the same  
62 manner as other claims made to REDA. Invoices shall contain the following:  
63

64 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each  
65 employee, his or her name, job title, the number of hours worked, rate of pay for each  
66 employee, a computation of amounts due for each employee, and the total amount  
67 due for each project task. For all other Work, the Consultant shall provide a  
68 description of the Work performed and the period to which the invoice applies. For  
69 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an  
70 itemized listing and such documentation of such expenses as is reasonably required  
71 by REDA. In addition to the foregoing, all invoices shall contain, if requested by  
72 REDA, REDA's project number, a progress summary showing the original (or  
73 amended) amount of the Agreement, the current billing, past payments, the  
74 unexpended balance due under the Agreement, and such other information as REDA  
75 may from time to time reasonably require.  
76

77 B. To receive any payment pursuant to this Agreement, the invoice must include the  
78 following statement dated and signed by the Consultant: "I declare under penalty of  
79 perjury that this account, claim, or demand is just and correct and that no part of it has  
80 been paid."  
81

82 The payment of invoices shall be subject to the following provisions:  
83

84 A. REDA shall have the right to suspend the Work to be performed by the  
85 Consultant under this Agreement when it deems necessary to protect REDA,  
86 residents of the City or others who are affected by the Work. If any Work to be  
87 performed by the Consultant is suspended in whole or in part by REDA, the  
88 Consultant shall be paid for any services performed prior to the delivery upon the  
89 Consultant of the written notice from REDA of such suspension.  
90

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

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

95

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

103

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

107

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

118

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

131

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

137

138

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

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18. ***Insurance.***

- A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name REDA as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
- B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:
- |  |  |
|--|--|
| Worker's Compensation:                 | Statutory Limits   |
| Commercial General Liability:          | \$1,000,000 per occurrence<br>\$1,500,000 general aggregate<br>\$1,000,000 products – completed operations<br>aggregate<br>\$5,000 medical expense |
| Comprehensive Automobile<br>Liability: | \$1,000,000 combined single limit (shall include<br>coverage for all owned, hired and non-owned<br>vehicles.                                       |
- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- (i) Personal injury with Employment Exclusion (if any) deleted;
  - (ii) Broad Form Contractual Liability coverage; and
  - (iii) Broad Form Property Damage coverage, including Completed Operations.
- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to REDA, which insures the payment of damages for liability arising out of the performance of professional services for REDA, in the insured's capacity as the Consultant, if such liability is caused by an

231 error, omission, or negligent act of the insured or any person or organization for  
 232 whom the insured is liable. Said policy shall provide an aggregate limit of at least  
 233 \$2,000,000.00. Said policy shall not name REDA as an insured.  
 234

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

- 241
- 242 (i) All policies, except the Professional Liability Insurance Policy, shall be  
 243 written on an "occurrence" form ("claims made" and "modified  
 244 occurrence" forms are not acceptable);  
 245
  - 246 (ii) All policies, except the Professional Liability Insurance Policy and the  
 247 Worker's Compensation Policy, shall name "Roseville Economic  
 248 Development Authority" as an additional insured;  
 249
  - 250 (iii) All policies, except the Professional Liability Insurance and Worker's  
 251 Compensation Policies, shall contain a waiver of subrogation naming  
 252 "Roseville Economic Development Authority."  
 253
  - 254 (iv) All policies, except the Professional Liability Insurance Policy and the  
 255 Worker's Compensation Policy, shall insure the defense and indemnify  
 256 obligations assumed by Consultant under this Agreement; and  
 257
  - 258 (v) All policies shall contain a provision that coverages afforded thereunder  
 259 shall not be canceled or non-renewed or restrictive modifications added,  
 260 without thirty (30) days prior written notice to REDA.  
 261

262 A copy of: (i) a certification of insurance satisfactory to REDA, and (ii) if requested,  
 263 the Consultant's insurance declaration page, riders and/or endorsements, as  
 264 applicable, which evidences the compliance with this Paragraph 18, must be filed  
 265 with REDA prior to the start of Consultant's Work. Such documents evidencing  
 266 insurance shall be in a form acceptable to REDA and shall provide satisfactory  
 267 evidence that the Consultant has complied with all insurance requirements. Renewal  
 268 certificates shall be provided to REDA at least 30 days prior to the expiration date of  
 269 any of the required policies. REDA will not be obligated, however, to review such  
 270 declaration page, riders, endorsements or certificates or other evidence of insurance,  
 271 or to advise Consultant of any deficiencies in such documents, and receipt thereof  
 272 shall not relieve the Consultant from, nor be deemed a waiver of, REDA's right to  
 273 enforce the terms of the Consultant's obligations hereunder. REDA reserves the right  
 274 to examine any policy provided for under this Provision 18.  
 275

- 276 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information  
 277 generated in connection with the performance of this Agreement (“Information”) shall  
 278 become the property of REDA, but the Consultant may retain copies of such documents  
 279 as records of the services provided. REDA may use the Information for any reasons it  
 280 deems appropriate without being liable to the Consultant for such use. The Consultant  
 281 shall not use or disclose the Information for purposes other than performing the Work  
 282 contemplated by this Agreement without the prior consent of REDA.  
 283
- 284 20. **Annual Review.** Prior to December 31 of each year of this Agreement, REDA shall have  
 285 the right to conduct a review of the performance of the Work performed by the  
 286 Consultant under this Agreement. The Consultant agrees to cooperate in such review and  
 287 to provide such information as REDA may reasonably request. Following each  
 288 performance review the parties shall, if requested by REDA, meet and discuss the  
 289 performance of the Consultant relative to the remaining Work to be performed by the  
 290 Consultant under this Agreement.  
 291
- 292 21. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of  
 293 REDA shall have a financial interest, direct or indirect, in this Agreement. The violation  
 294 of this provision shall render this Agreement void.  
 295
- 296 22. **Governing Law.** This Agreement shall be controlled by the laws of the State of  
 297 Minnesota.  
 298
- 299 23. **Counterparts.** This Agreement may be executed manually or electronically in multiple  
 300 counterparts, each of which shall be considered an original.  
 301
- 302 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
 303 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
 304 decision shall not affect the remaining provisions of this Agreement.  
 305
- 306 25. **Notices.** Any notice to be given by either party upon the other under this Agreement  
 307 shall be properly given: a) if delivered personally to the REDA Executive Director if such  
 308 notice is to be given to REDA, or if delivered personally to an officer of the Consultant if  
 309 such notice is to be given to the Consultant, b) if mailed to the other party by United  
 310 States registered or certified mail, return receipt requested, postage prepaid, addressed in  
 311 the manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
 312 courier for overnight delivery to the other party addressed as follows:  
 313
- 314 If to REDA: Roseville Economic Development Authority  
 315 Attn: Executive Director  
 316 Roseville City Hall  
 317 2660 Civic Center Drive  
 318 Roseville, MN 55113  
 319
- 320 If to Consultant: Kennedy & Graven, Chartered  
 321 Attn: \_\_\_\_\_

322 150 South Fifth Street, Suite 700  
323 Minneapolis, MN 55402  
324

325 Notices shall be deemed effective on the date of receipt if given personally, on the date of  
326 deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so  
327 delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to  
328 an overnight courier, the time for response to any notice by the other party shall  
329 commence to run one business day after the date of mailing or delivery to the courier.  
330 Any party may change its address for the service of notice by giving written notice of  
331 such change to the other party, in any manner above specified, 10 days prior to the  
332 effective date of such change.  
333

- 334 26. ***Entire Agreement.*** Unless stated otherwise in this Provision 26, the entire agreement of  
335 the parties is contained in this Agreement. This Agreement supersedes all prior oral  
336 agreements and negotiations between the parties relating to the subject matter hereof as  
337 well as any previous agreements presently in effect between the parties relating to the  
338 subject matter hereof. Any alterations, amendments, deletions, or waivers of the  
339 provisions of this Agreement shall be valid only when expressed in writing and duly  
340 signed by the parties, unless otherwise provided herein. The following agreements  
341 supplement and are a part of this Agreement: none.  
342

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

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ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
President

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

KENNEDY & GRAVEN, CHARTERED

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

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



**EXHIBIT A**

**WORK**

- 367
- 368
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- 370
- 371 A. For specific projects or programs, assist with analysis of finance options.
- 372
- 373 B. Assist in the negotiation and preparation of contracts for private development, assessment
- 374 agreements, special assessment agreements, interest rate reduction programs, revenue notes, and
- 375 other contractual arrangements between the REDA and a developer or business.
- 376
- 377 C. Assist with the development of housing and economic development programs and tax
- 378 increment financing districts, and prepare the appropriate documents and resolutions.
- 379
- 380 D. Assist in putting loan documents together for loan programs and/or any project-specific
- 381 loan that utilizes REDA funds.
- 382
- 383 E. Assist in the due diligence, acquisition, and disposition of any REDA-owned property.
- 384

**EXHIBIT B**  
**COMPENSATION**

**Development & EDA Counsel**

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:

Jenny Boulton	\$205
Julie Eddington	\$205
Martha Ingram	\$210
Sofia Lykke	\$200
Gina Fiorini	\$210
Libby Kantner	\$190
Sarah Sonsalla	\$210
All Paralegals	\$145
All Law Clerks	\$135

The standard rate for all attorneys where the fees are reimbursed by developers at no long-term cost to the Authority is \$325/hour (referred to as the “pass-through rate”). The pass-through rate for paralegals and law clerks is the same as above.

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**EXHIBIT C**  
**SPECIAL CONDITIONS**

[None.]



44 The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ ,  
45 and upon a vote being taken thereon, the following voted in favor thereof:

46 \_\_\_\_\_  
47 \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , and \_\_\_\_\_ .

48 \_\_\_\_\_  
49 and the following voted against the same: \_\_\_\_\_ .

50 \_\_\_\_\_  
51 WHEREUPON said resolution was declared duly passed and adopted.  
52 \_\_\_\_\_

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Certificate

I, the undersigned, being the duly appointed Executive Director of the Roseville Economic Development Authority, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and specially held meeting thereof on November 8, 2021.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_ day of November, 2021.

\_\_\_\_\_  
Executive Director  
Roseville Economic Development Authority



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 11/08/2021

Item No.: 5.f

Department Approval

Executive Director Approval

*Janice Gundlach*

*Samuel Truogler*

Item Description: Adopt 2022 REDA meeting calendar

1 **BACKGROUND**

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

8 **BUDGET IMPLICATIONS**

9 There are no budget implications.

10 **STAFF RECOMMENDATION**

11 By motion, adopt the 2022 REDA meeting calendar.

12 **REQUESTED COUNCIL ACTION**

13 By motion, adopt the 2022 REDA meeting calendar.

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

Attachments: A: 2022 meeting calendar

# ROSEVILLE

## 2022 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**

10 *Org Meeting*  
24 EDA  
24 *\*Work Session*  
31

**February**

14  
28

**March**

7  
14 EDA  
14\* *Work Session*  
21

Note: RAHS Spring Break March 11-18 &  
Mounds View Spring Break March 10-19

**April**

11  
18 *Work Session*  
25

**May**

9  
16 EDA  
16 *\*Work Session*  
23

**June**

6  
20

Note: Rosefest Parade Monday, June 27

**July**

11  
18 EDA  
18\* *Work Session*  
25

**August**

8  
22

**September**

12  
19 EDA  
19 *\*Work Session*  
26

**October**

10  
17 *Work Session*  
24

**November**

7 EDA\*  
7  
28

**December**

5

\*Economic Development Authority will meet before Council meeting



Patrick Trudgeon