



Roseville Economic Development Authority (REDA)

Agenda

Monday, May 11, 2026

6:00 PM

City Council Chambers

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

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

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: Strahan, Groff, Bauer, Schroeder, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 5. Business Items**
- 6:04 p.m. a. Consider Acquisition Funding Agreement and Resolution of support to apply for Livable Communities grant funding from the Metropolitan Council for Twin Cities Habitat for Humanity regarding acquisition of vacant land from Covenant Church for construction of three land trust homes.
- 6:20 p.m. b. Discuss EDA fund 722 (Property Abatement)
- 6:35 p.m. c. Consider a Request for Qualifications regarding REDA legal services
- 6. Commission Direction on Member Initiated Agenda Items**
- 7. Approval of Meeting Minutes**
- 6:45 p.m. **8. Adjourn to City Council**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 5/11/2026
Item No.: 5.a.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Truog

Item Description: Consider Acquisition Funding Agreement and Resolution of support to apply for Livable Communities grant funding from the Metropolitan Council for Twin Cities Habitat for Humanity regarding acquisition of vacant land from Covenant Church for construction of three land trust homes.

Background

At the February 23, 2026 meeting, the Roseville Economic Development Authority (REDA) authorized the use of \$197,000 of Local Affordable Housing Aid (LAHA) to assist Twin Cities Habitat for Humanity (TCHFH) to acquire recently-subdivided vacant land from Covenant Church to build 3 units of affordable owner-occupied single family homes for inclusion in the City's land trust program. A map of the parcel is provided as Attachment 1. This request differs from our typical partnership arrangement whereby funding would be provided up front rather than at closing and the assistance equates to approximately \$65,000 per home as opposed to \$80,000. The land proposed for acquisition is zoned low-to-medium density residential which, based on the size of the parcel, can accommodate construction of three homes. To provide this assistance, REDA attorney Rachel Tierney has drafted an Acquisition Funding Agreement and Declaration that will restrict affordability of the property to 80% or less Area Median Income (AMI) (see Attachments 2 and 3). These documents will ensure that any home built on the property can only be sold to owners who earn incomes restricted to 80% AMI or less. TCHFH plans on starting construction of the first home by the summer of 2027, with construction of the additional homes by the summer of 2028. It should be noted, the Acquisition Funding Agreement and Declaration do not function like a development agreement and/or mortgage whereby legal remedies to take the property back in the event development does not occur are included. However, given the City's partnership with TCHFH and, more importantly, the funding source, staff does not believe the complications that come with these legal controls are necessary (nor that the REDA would ever exercise them) given the Acquisition Funding Agreement and Declaration effectively require/ensure affordability, cannot be removed without REDA action, and meet the purpose and intent of LAHA.

Beyond the documents that address acquisition, TCHFH intends to seek additional funding that will support the affordability gap that results when selling to income-qualified buyers. This includes a request for REDA support of an application to the Metropolitan Council for Livable Communities grant funds in the amount of \$300,000. Unlike the grant award the REDA recently received for the land trust program, which is assisting with overcoming the affordability gap on the rehabilitation of existing homes (the partnership's typical arrangement), this application differs in that it will serve affordability gap assistance for the construction of new homes. The application will be submitted by the October 15, 2026 deadline. If the REDA wishes to support this grant application, a resolution of support is provided as Attachment 4.

Jessica Coyle from TCHFH will be at the meeting to address any questions the REDA might have.

Policy Objectives

The REDA's role is to coordinate and administer housing, economic development and redevelopment efforts for the City of Roseville. The proposed affordable housing acquisition project supports the City's

39 economic vitality strategic priority. This project will advance the City's desired impact of offering a wide
40 range of housing types for people at all income levels and aligns with the goal of providing housing types
41 and programs that contribute to the economic success across all income levels. The proposed project
42 supports this goals by contributing to the following success indicators: housing meets the full life-cycle
43 continuum, residents feel safe, secure and stable in their housing, and residents are not cost-burdened
44 by their housing.

47 **Equity Impact Summary**

48 Establishment of the Community Land Trust partnership with TCHFH was in an effort to create and
49 maintain affordable homeownership opportunities, contributing to Roseville's commitment to offer a wide
50 range of housing types for people at all income levels.

52 **Budget Implications**

53 There are no budget implications to the REDA's operating budget or levy. The proposed funding of
54 \$197,000 is being paid for with existing LAHA fund balance.

56 **Staff Recommendations**

57 Authorize the President and Executive Director to enter into the Acquisition Funding Agreement and adopt
58 the Resolution supporting the application for Livable Communities grant funds for the construction of three
59 new units of affordable homeownership housing to be developed on the recently subdivided vacant lot to
60 be acquired from Covenant Church.

63 **Requested Council Action**

64 By motion, authorize the President and Executive Director to enter into the Acquisition Funding Agreement
65 and adopt the Resolution supporting the application for Livable Communities grant funds for the
66 construction of three new units of affordable homeownership housing to be developed on the recently
67 subdivided vacant lot to be acquired from Covenant Church.

70 **Prepared by:** Jeanne Kelsey, Housing and Community Development Program Manager

Attachments:

1. Map
2. Acquisition Funding Agreement
3. Declaration
4. Resolution

Subdivided Roseville Covenant Property



Prepared by:
Community Development Department
Printed: November 17, 2025

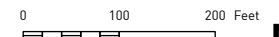


Zoning

- LDR - Low Density Residential
- LMDR - Low to Medium Density Residential
- HDR - High Density Residential
- MU-1 - Neighborhood Mixed Use
- MU-2B - Community Mixed Use-B
- PR - Parks and Open Space
- INST - Institutional

Data Sources

* Ramsey County GIS Base Map (11/4/2025)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN



Final Draft

ACQUISITION FUNDING AGREEMENT

Roseville Community Land Trust Project

THIS ACQUISITION FUNDING AGREEMENT (the “**Agreement**”), is made and entered into this ___ day of _____, 2025, by and between Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the “**REDA**” or “**Authority**”), and Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation (the “**Habitat**”),

WITNESSETH:

WHEREAS, in order to provide new opportunities for homeownership for low- and moderate-income households, REDA staff gathered information regarding the establishment of a community land trust program within the City, and presented its findings to the REDA Board of Commissioners at a regular meeting of the Board on September 20, 2021; and

WHEREAS, the REDA Board of Commissioners provided direction to REDA staff to (a) develop guidelines for the allocation of REDA funds for the establishment of community land trust properties in partnership with Habitat in conformity with the Guidelines and with the legal requirements of Minnesota Statutes, Sections 462A.30 to 462A.31; and

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

WHEREAS, the Authority and Habitat entered into various Master Grant Agreements pursuant to which the Authority granted funds to Habitat for the purposes of providing Long-Term Affordability Gap Assistance and downpayment assistance in the acquisition of Properties from time to time and the sale and resale of Improvements to Qualified Homebuyers; and

WHEREAS, Habitat now has an opportunity to acquire a property, the legal description of which is attached hereto as **Exhibit A** (the “**Property**”), that Habitat will subdivide the parcel to allow for the construction of three housing units for sale to Qualified Homebuyers (the “**Project**”); and

WHEREAS, in order to purchase the Property, Habitat has requested that the Authority provide acquisition assistance for the Property in the amount of \$197,000 (the “**Acquisition Funds**”); and

WHEREAS, Habitat’s request for Acquisition Funds is outside of the Guidelines as follows: 1) the Acquisition Funds would be used for purposes of land acquisition to a property other than a tax-forfeited property; and 2) the Acquisition Funds will come from a portion of the City’s Local Affordable Housing Aid; and

WHEREAS, on March 16, 2026, the Authority approved the appropriation of \$197,000 in Local Affordable Housing Aid for acquisition of the Property to be included in Habitat’s Community Land Trust Program; and

WHEREAS, in consideration for the Acquisition Funds, Habitat will execute and deliver to the Authority a Declaration of Restrictive Covenants of even date herewith, the form of which is attached hereto as **Exhibit B** (the “Declaration”), setting forth the affordability covenants for the Property; and

ACCORDINGLY, to induce the Authority to provide the Acquisition Funds to Habitat, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Acquisition Funds Amount. Subject to and upon the terms and conditions of this Agreement, the Authority agrees to disburse to Habitat the sum of One Hundred Ninety-seven and No/100 Dollars (\$197,000). The Acquisition Funds shall be disbursed in accordance with Section 3 hereof.

2. Habitat Obligations.

a. Recording; Covenants Running with the Land. Habitat shall cause this Agreement to be recorded against the Property. The obligations of Paragraph 2(b) herein shall run with the land and bind Habitat and its successors and assigns until the earlier of (i) completion of the Project, and (ii) the Authority’s written release. Any deed or instrument conveying any interest in the Property shall expressly state that it is subject to this Agreement and the Declaration of Restrictive Covenants until released of record by the Authority.

b. Use of Property.

i. Habitat, and its successors and assigns, shall not hold, market, encumber, or transfer the Property (or any subdivided parcel thereof) for any Speculative Purpose and shall not consummate any Prohibited Transfer. Any attempted Prohibited Transfer shall be void.

ii. Habitat, and its successors and assigns, shall (i) use the Acquisition Funds proceeds solely for acquisition of the Property; (ii) and pursue platting, permitting, financing, and construction of three single-family homes for sale to Qualified Homebuyers, as defined in the Declaration, consistent with the Guidelines.

iii. Habitat, and its successors and assigns, shall not market the Property (or any subdivided parcel thereof) except (i) for construction and sale to Qualified Homebuyers pursuant to the affordability covenants contained in the Declaration and the Ground Lease as defined in the Declaration, or (ii) as may be expressly approved by the Authority in writing as a Permitted Transfer.

iv. Defined terms:

1. “Permitted Transfer” means any transfer, assignment, conveyance, or encumbrance of the Property (or any subdivided parcel thereof) including (i) conveyance to a Qualified Homebuyer in accordance with the Guidelines, (ii) a mortgage or deed of trust in favor of a Permitted Lender for the sole purpose of financing acquisition and/or construction consistent with this Agreement, or (iii) a transfer to an affiliated community land trust entity approved by the Authority.

2. “Prohibited Transfer” means any transfer, option, assignment, conveyance, encumbrance, long-term ground lease (exceeding 1 year), or other disposition of any interest in the Property (or any subdivided parcel thereof) that is not a Permitted Transfer, including any transfer for speculative purposes, any transfer to an entity or person not approved in writing by the Authority, and any transfer that

would, in the Authority's sole judgment, frustrate or impair the affordability covenants or the construction and disposition requirements of this Agreement.

3. "Speculative Purpose" means acquiring, holding, marketing, or transferring the Property (or any subdivided parcel thereof) primarily to capture appreciation or resale profit unrelated to construction and sale to Qualified Homebuyers as contemplated herein.

3. Disbursement of Acquisition Funds.

a. Authority shall provide the Acquisition Funds to a title company identified by Habitat to be held in escrow until closing on the acquisition of the Property. Provided that the preconditions in this paragraph 3 are met by Habitat, the Acquisition Funds shall be paid to Habitat on [REDACTED], 20 [REDACTED] (the "**Funding Closing Date**").

b. Conditions Precedent to Disbursement. The following events shall be conditions precedent to the payment of the Acquisition Funds to Habitat on the Funding Closing Date:

i. Habitat shall execute and deliver to the Authority, without expense to the Authority, executed copies of this Agreement and the Declaration;

ii. No Event of Default under this Agreement or the Declaration of Restrictive Covenants shall have occurred and be continuing, unless waived in writing by the Authority in its sole discretion;

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

iv. The Board of Commissioners of the Authority shall have approved the issuance of the Acquisition Funds and the execution by the Authority of all documents related thereto.

4. Representations and Warranties. Habitat represents and warrants to the Authority that:

a. Habitat is a Minnesota non-profit corporation duly organized under the laws of the State, is duly authorized to operate in the State, has the power to enter into and execute this Agreement and the Declaration and by appropriate corporate action has authorized the execution and delivery of this Agreement and the Declaration. A copy of organizational documents has been provided to the Authority. Habitat qualifies as a community land trust per the definition of MN Section 462A.30, subdivision 8.

b. This Agreement and the Declaration will not result in any breach of or constitute a default under any mortgage, lease, loan, grant or credit agreement, corporate charter, by-law or other instrument to which Habitat is a party or by which it may be bound or affected.

c. This Agreement will constitute a legal and binding obligation enforceable against Habitat as its interest appears.

d. Habitat has obtained or will obtain all necessary licenses and permits required for performance of its obligations under this Agreement.

e. Habitat must permit the Authority, 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 Authority may require.

f. Habitat 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.

g. Habitat warrants that it will use the Acquisition Funds provided by the Authority solely to finance acquisition of the Property. Habitat will construct no more than ten new fully detached single-family affordable homeownership units on the Property. The Property will be used solely for purposes of a community land trust in accordance with the provisions of Minnesota Statutes 462A.30-.31 (2024) and Habitat will enter into a Ground Lease with an initial term of up to 99 years with Qualified Homebuyers and containing such other customary terms and conditions contained in land trust ground leases not inconsistent with the Declaration and the Agreement.

h. Habitat will not create, permit to be created, or allow to exist any liens, charges, or encumbrances on the Property, except as otherwise authorized in writing by Authority.

5. Event of Default by Habitat. The following shall be Events of Default under this Agreement:

a. any use of the Property in violation of Paragraph 2 herein;

b. failure to subdivide the Property, complete the construction of a single-family home on each parcel, and sell each home to a Qualified Homebuyer, as defined in the Declaration, by June 1, 2036, unless otherwise agreed to by the Authority;

c. Habitat defaults in the performance or observance of any agreement, covenant or condition required to be performed or observed by Habitat under the terms of this Agreement or any other agreement relating to the Property subject to this Agreement which is not cured within thirty (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 Habitat 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 Habitat 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;

d. any representation or warranty made by Habitat herein or any document or certificate furnished to the Authority proves at any time to be incorrect or misleading as of the date made;

e. Habitat engages in any illegal activities;

f. Habitat employs or becomes an individual, company, or other entity either on the debarment list or with unresolved compliance issues;

g. Habitat fails to obtain and/or keep in force insurance of the types and in the amounts as specified within this Agreement or fails to indemnify and hold harmless the Authority as set forth herein; in such event, Habitat will be liable for all costs and fees, including reasonable attorney fees,

that may be incurred by the Authority in enforcement of Habitat's agreements to indemnify and/or to obtain and keep in force the agreed-upon insurance coverage;

h. if Habitat files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within thirty (30) days of the appointment.

6. Authority's Remedies upon Habitat's Default. Upon an Event of Default by Habitat and after provision by the Authority of written notice thereof, the Authority shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

- a. declare the amount of the Acquisition Funds to be immediately due and payable;
- b. suspend its performance under this Agreement;
- c. 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 Habitat under this Agreement or the Declaration; or to otherwise compensate the Authority for any damages on account of such Event of Default;

d. No remedy conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under this 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 Authority 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.

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

8. Indemnification. Habitat must bear all loss, expense (including attorney fees) and damage in connection with, and agree to indemnify, defend, and hold harmless the City and the Authority, its agents, servants and employees from all claims demands and judgments made or recovered against the Authority, 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 Authority 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 Habitat, or any contractor or its or their employees, servants or agents. Habitat's liability hereunder is not limited to the extent of insurance carried by or provided by Habitat or subject to any exclusion from coverage in any insurance policy.

9. Insurance. Habitat agrees that in order to protect itself as well as the Authority and City under the indemnity provision contained in this Agreement, it will obtain and keep in force, at its expense, during the term of this 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 Authority and the City of Roseville, Minnesota, as additional insureds as to acts committed by Habitat for which the Authority or the City of Roseville, Minnesota, could be held responsible.

Habitat 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 for construction of homes on each parcel;

c. hazard insurance coverage with policy limits in an amount not less than fully insurable of the Property, provided that in no event shall said insurance be less than the amount secured by any mortgage to the Authority. Hazard insurance shall be used firstly to pay any of the Authority loans and secondly to rebuild, at the Authority's option;

10. Miscellaneous.

a. Nondiscrimination. The provisions of Minnesota Statutes, Section 181.59, as amended, in addition to other state or federal laws which relate to civil rights and discrimination, shall be considered a part of this Agreement as though wholly set forth herein and Habitat shall comply with each such provision throughout the term of this Agreement.

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

If to Authority: 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.

c. Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon Habitat and Authority and their respective successors and assigns. No delay on the part of Authority 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 Authority specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which Authority, by operation of law, would otherwise have.

d. Survival of Warranties. All agreements, representations and warranties made in this Agreement by Habitat shall survive its termination.

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

f. Counterparts: This 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.

g. Electronic Signature: An electronic signature is as effective as an original signature.

h. Time. Time is of the essence in the performance of this Agreement.

i. Entire Agreement. This 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 Agreement shall be binding.

j. No Joint Venture. The relationship between Authority and Habitat is solely that of Authority and Habitat, and the relationship between Authority and Habitat is not a partnership or joint venture in the Project.

k. Controlling Law, Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State.

l. Assignment. This Agreement may not be assigned by Habitat without the prior written consent of Authority.

m. Habitat's Limited Remedy. If Habitat claims that Authority has failed to perform any of its obligations under this Agreement, Habitat agrees to provide thirty (30) days written notice of such default and allow Authority to cure any such default. Habitat's sole legal and equitable remedy for any unremedied Authority default is an action to compel performance by Authority. Habitat is not entitled to recover damages of any kind, including without limitation consequential or incidental damages, for any Authority default.

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

**ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY**

President

Executive Director

[Signature Page to Agreement]

TWIN CITIES HABITAT FOR HUMANITY, INC., a
Minnesota nonprofit corporation

By: _____

Its: _____

[Signature Page to Agreement]

EXHIBIT A

ROSEVILLE COVENANT CHURCH 2ND ADDITION LOT 1 BLK 1

EXHIBIT B
FORM OF DECLARATION OF RESTRICTIVE COVENANTS

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**

Roseville Community Land Trust Project

**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 with parcel identification 032923310034, Ramsey County, Minnesota, legally described in **Exhibit A** (the “**Property**”), and inclusive of all buildings structures, fixtures, and other improvements thereon (the “**Improvements**”) and other real property (the “**Land**”).

B. Declarant qualifies as a Community Land Trust in accordance with the provisions of Minnesota Statutes 462A.30-31 (2024) as of the effective date of this contract and the Declarant’s purchase of the Property is solely for purposes of and in accordance with the Community Land Trust, which provides income-restricted housing.

C. Declarant has applied to the Authority for an allocation of Local Affordable Housing Aid funds in order to acquire the Property.

D. The Authority has received Local Affordable Housing Aid and which may be used for acquisition assistance, provided that assisted housing is income-restricted.

E. To ensure that the Land is leased and conveyed through a ground lease, , to Qualified Homebuyers (as defined herein), as required by the Acquisition Funding Agreement between the Declarant and the Authority, which is incorporated herein by reference; and

F. Declarant desires to impose use, development, occupancy, and affordability restrictions on the Property to ensure that the Property is used solely for purpose of a Community Land Trust and that any improvements that are developed and thereafter maintained are owner-occupied affordable housing held for Qualified Homebuyers for the term stated herein.

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. Definitions: the following terms used in this Declaration shall be defined as follows:

Ground Lease: A ground lease with a term of 99 years for any portion of the Land portion of the Property where in Declarant is the Lessor and a Qualified Homebuyer meeting the requirements of Minn. Stat. § 462A.31.

Guidelines: The Guidelines for Allocation of REDA Funds for Community Land Trust Properties, as amended, incorporated herein by reference.

Owner-occupied means occupancy by a Qualified Homebuyer who holds a leasehold interest pursuant to a Ground Lease and occupies any part of the Property unit as the purchaser's principal residence.

Qualified Homebuyer: A household which, at the time of its initial occupancy of a Property, occupies the Improvements as its principal residence and 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).

1. Declarant shall cause the Property to be subdivided into three parcels (each a "Parcel") and each Parcel will be Improved by constructing an owner-occupied residential dwelling that meets applicable building codes, with substantial completion by June 1, 2036, subject to reasonable delays beyond the developer's control.

2. Until completion of the Improvements, the Property may be used only for activities reasonably incident to development of Affordable Housing (e.g., site work, utilities, staging), and for no other purpose.

3. No nonresidential structures (other than those necessary for development) may be constructed on the Property. The Property may not be developed as market-rate for-sale units or any rental use.

4. All Improvements on any Parcel must be sold to a Qualified Homebuyer and shall be maintained as owner-occupied, affordable housing for Qualified Homebuyers according to the requirements of a Community Land Trust and the terms and conditions of the Guidelines for Allocation of REDA Funds for Community Land Trust Properties, as implemented by the Authority.

5. At the time of sale of any Improvements on any Parcel to a Qualified Homebuyer, the Land will be bound by the terms of a 99-year ground lease. The Ground Lease will provide for the long-term affordability of the Property with an initial term of 99 years. 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 any ground lease intended to ensure 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 ensure 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.

6. This Declaration expires, and is of no further force and effect, on the date that is thirty (30) years after the date of recordation of this Declaration;

7. Declarant covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Agreement.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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

ROSEVILLE COVENANT CHURCH 2ND ADDITION LOT 1 BLK 1

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

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Pursuant to due call and notice thereof, a regular meeting of the Roseville Economic Development Authority of the City of Roseville, County of Ramsey, Minnesota was duly held on the 11th day of May 2026, at 6:00 p.m.

The following members were present:
and the following were absent:

Member introduced the following resolution and moved its adoption:

Resolution No.

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES
ACCOUNT FUNDING AND AUTHORIZING APPLICATION FOR GRANT FUNDS TO
ASSIST WITH CONSTRUCTION OF 3 SINGLE FAMILY HOMES AT ROSEVILLE
COVENANT CHURCH 2ND ADDITION LOT 1 BLK 1**

WHEREAS the Roseville Economic Development Authority (the “Authority”) is eligible to apply for Livable Communities Act (LCA) on behalf of cities participating in the Livable Communities Act’s Housing Incentives Program for 2026 as determined by the Metropolitan Council; and

WHEREAS only a limited amount of LCA grant funding is available during each funding cycle, and the Metropolitan Council has determined that it is appropriate to allocate such funds only to eligible projects where the funds assist innovative development criteria that meet LCA priorities; and

WHEREAS the Authority has identified a proposed project consisting of new construction of 3 single family homes (the “Project”); at 1385 Centennial Drive in the amount of \$300,000 within the City of Roseville (the “City”) that meets the purposes and criteria of the LCA Funds and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS the Authority has the institutional, managerial and financial capability to ensure adequate administration of the Project; and

WHEREAS the Authority will comply with all applicable laws and regulations as stated in the grant agreement governing the LCA Funds; and

WHEREAS the Authority agrees to act as legal sponsor for the Project described in the

48 LCA Funds grant application; and

49

50 WHEREAS the Authority acknowledges that grants funded through LCA Funds are
51 intended to fund projects or project components that can serve as models, examples or prototypes
52 for development or redevelopment projects elsewhere in the region and therefore represents that
53 the Project or key components of the Project can be replicated in other metropolitan-area
54 communities.

55

56 NOW THEREFORE BE IT RESOLVED THAT the Roseville Economic Development
57 Authority authorizes and directs its Executive Director to submit an application for Metropolitan
58 Council LCA Funds for the components of the Project identified in said application, and to
59 execute such agreements as may be necessary to implement the Project on behalf of the City,
60 where the Project is located.

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62 Adopted by the Board of the Authority this 11th day of May, 2026.

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Certificate

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82 I, the undersigned, being duly appointed Executive Director of the Roseville Economic
83 Development Authority, hereby certify that I have carefully compared the attached and foregoing
84 resolution with the original thereof on file in my office and further certify that the same is a full,
85 true, and complete copy of a resolution which was duly adopted by the Board of Commissioners
86 of said Authority at a duly called and specially held meeting thereof on May 11, 2026.

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

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94 and the following voted against the same: ,

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97 whereupon said resolution was declared duly passed and adopted.

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99 Witness my hand as the Executive Director of the Authority this 11th day of May, 2026

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Executive Director, Patrick Trudgeon
Roseville Economic Development Authority

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 5/11/2026

Item No.: 5.b.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description: Discuss EDA fund 722 (Property Abatement)

Background

At the February 23, 2026 Roseville Economic Development Authority (REDA) meeting, the REDA discussed a variety of program funds that support various efforts of the REDA. At that meeting, staff provided a summary of each fund, the cash balance in each fund as of February 17, 2026, how the fund originated, and whether there are any restrictions on spending. While that report and discussion related to the continuation of housing programs unrelated to fund 722 (Property Abatement), there was a request to have a follow-up discussion on fund 722's cash balance and whether it was appropriate considering the purpose of the Property Abatement program and associated funding needs. Staff has provided the following information and attachments in response to this request.

Fund 722 originated with the former Housing & Redevelopment Authority (HRA), who established a Property Abatement program. This program aims to fund abatement of property nuisances when voluntary compliance is not obtained. The purpose of the program is to ensure enjoyment of property and maintenance of property values such that property nuisances do not become a detriment to the immediate neighborhood. The fund has not had new levy support in over ten years and is replenished when property owners repay the City for abatement costs, either by invoice or through a property tax assessment. The sole source of expenditures are payments to contractors who perform property abatements and the sole source of revenues are investment income and repayment of abatement costs. Abatements supported by fund 722 are either City Council authorized, considered "accelerated" under City Code Section 405.09, or are consented by the property owner through agreement. As of May 4, 2026, the fund has an available cash balance of just over \$128,000.

Since the February 23, 2026 REDA meeting, staff has examined costs associated with property abatements over the last three years. Attachment 1 depicts a summary of revenues, expenditures, end-of-year balances, and available cash. Further analysis by staff indicates individual abatement costs range from \$150 to \$2,700, with the average cost for a single abatement being in the \$200-\$400 range. Attachment 2 illustrates all abatement costs incurred from January 1, 2023 to May 5, 2026. Providing the average as a range seems more appropriate given every abatement is different and one cannot foresee what types of nuisances will require abatement in any given year. Staff would note there was a property owner-consented abatement in 2023 of \$32,500 whereby a home posted as hazardous required demolition and the property owner consented (by signed

37 agreement) for the City to hire the contractor to complete the work. Staff wanted to note
38 this unique nuisance abatement because there is at least one other home in the City that
39 has been posted as hazardous, however, that property owner has been unwilling to
40 demolish the home or pay for, and consent, to the City demolishing the home and the City
41 has not been willing to abate a full home demolition out of concern those costs couldn't be
42 recouped through property assessment (in the event of foreclosure).

43
44 Given the details provided in Attachments 1 and 2, staff finds the current cash balance
45 exceeds what is necessary to operate the Property Abatement program. Given historic
46 spending in the Property Abatement program, and preserving the ability to be able to fund
47 demolition of a hazardous home, staff suggests maintaining a cash balance of \$50,000 in
48 fund 722. As such, the REDA may wish to reallocate existing funds for other uses. As a
49 reminder, because the funds in 722 originated through the HRA, spending must be in
50 accordance with HRA-authorized uses.

51
52 As preliminary 2027 budget discussions are ongoing, should the REDA wish to reallocate
53 funds from 722 to another program, staff requests direction at this time. Given the Property
54 Abatement program does not have a budget or levy allocation as there has been adequate
55 cash to support the program, and knowing the REDA has looked to reduce levy impacts in
56 light of general fund levy needs, if there is a desire to reallocate funds from 722 it could be
57 done in a manner that could provide a reduction to the REDA's levy. Most of the REDA
58 levy supports operational costs (1.5 FTE), professional services, or economic development
59 (non-housing) efforts, which are not necessarily HRA-authorized uses. However, the
60 REDA does budget \$36,850 towards "Ownership Rehab" programs, which includes
61 administrative fees paid to the Center for Energy & Environment to administer numerous
62 housing loan programs and funds to subsidize Energy Audits and Energy Squad visits to
63 homeowners. These are HRA-authorized uses and, in fact, are programs that originated
64 with the HRA. Should the REDA wish to reallocate excess cash balance from fund 722,
65 staff would suggest it be reallocated towards Energy Audits and Energy Squad visits, which
66 would allow the REDA to reduce its levy by at least \$10,000 for several years.

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68 Given the information provided herein, staff seeks direction on whether the REDA wishes to
69 reallocate any excess cash balance in fund 722 to any other HRA-authorized use.

70 **Policy Objectives**

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

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75 Decisions regarding funding of the Property Abatement program impact the City's
76 responsive services and safety strategic priority. Property abatement, although considered
77 a last resort, supports the City's responsive services and safety strategic priority. These
78 actions advance the City's desired impact that community members feel confident city
79 services are responsive to ongoing needs and positively impact their quality of
80 life. Abatement of public nuisances supports the goal of taking proactive steps to create a
81 safer community through prevention, planning and early intervention.

82
83 Decisions regarding the funding of housing programs impacts the City's economic vitality
84 strategic priority. Housing programs advance the City's desired impact of offering a wide
85 range of housing types for people at all income levels and align with the goal of providing

86 housing types and programs that contribute to economic success across all income levels.

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88 **Equity Impact Summary**

89 An equity impact analysis is not indicated for this action.

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91 **Budget Implications**

92 None at this time. However, should the REDA wish to offer direction on reallocation of
93 excess funds from 722, depending on that direction, the proposed 2027 EDA budget and
94 levy could be impacted.

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96 **Staff Recommendations**

97 Discuss the cash balance in fund 722 and provide direction to staff.

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99 **Requested Council Action**

100 Discuss the cash balance in fund 722 and provide direction to staff.

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Prepared by: Janice Gundlach, Community Development Director

Attachments: 1. Fund 722
2. Abatement costs (1-1-2023 thru 5-5-2026)

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Program Fund

722: Property Abatement

	Beginning Fund Balance	Revenues	Expenditures	EOY Fund Balance	Availabe Cash	NOTES
2023	123,264.14					
2023 Investment Income		8,237.30				
2023 Contractor Payments			9,847.69			Accelerated and Council-authorized abatements
2023 EOY				121,653.75	130,264.55	
2024	121,653.75					
2024 Investment Income		4,985.22				
2024 Contractor Payments			6,640.50			Accelerated and Council-authorized abatements
2024 EOY				119,998.47	127,681.68	
2025	119,998.47					
2025 Investment Income		6,481.45				
2025 Contractor Payments			3,615.25			Accelerated and Council-authorized abatements
2025 EOY				122,864.67	131,402.10	

Note: Available Cash differs from EOY Fund Balance since Fund Balance also includes other items such as receivables and market value adjustments. Ultimately AR items will result in cash collections at a later time.

Date	JNL	Type	Description	Reference #	Amount	Enc/Bdgt Change	Balance	Available
EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM								
COMMUNITY DEVELOPMENT								
01/01/2023			722-57-78-490000 Contractor Payments		BEG. BALANCE		0.00	0.00
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		185.00	0.00	185.00	(185.00)
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		370.00	0.00	555.00	(555.00)
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		416.25	0.00	971.25	(971.25)
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		185.00	0.00	1,156.25	(1,156.25)
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		416.25	0.00	1,572.50	(1,572.50)
01/25/2023	AP	IMPT	AP Invoices 00025.01.2023		370.00	0.00	1,942.50	(1,942.50)
03/08/2023	AP	IMPT	AP Invoices 00008.03.2023		150.75	0.00	2,093.25	(2,093.25)
03/08/2023	AP	IMPT	AP Invoices 00008.03.2023		203.25	0.00	2,296.50	(2,296.50)
05/03/2023	AP	IMPT	AP Invoices 00003.05.2023		2,782.00	0.00	5,078.50	(5,078.50)
07/26/2023	AP	IMPT	AP Invoices 00026.07.2023		257.50	0.00	5,336.00	(5,336.00)
07/26/2023	AP	IMPT	AP Invoices 00026.07.2023		854.50	0.00	6,190.50	(6,190.50)
07/26/2023	AP	IMPT	AP Invoices 00026.07.2023		369.50	0.00	6,560.00	(6,560.00)
07/26/2023	AP	IMPT	AP Invoices 00026.07.2023		512.00	0.00	7,072.00	(7,072.00)
07/26/2023	AP	IMPT	AP Invoices 00026.07.2023		207.50	0.00	7,279.50	(7,279.50)
07/31/2023	AP	IMPT	AP Invoices 50014.07.2023		244.00	0.00	7,523.50	(7,523.50)
08/23/2023	AP	IMPT	AP Invoices 00023.08.2023		478.00	0.00	8,001.50	(8,001.50)
08/30/2023	AP	IMPT	AP Invoices 00030.08.2023		389.50	0.00	8,391.00	(8,391.00)
08/30/2023	AP	IMPT	AP Invoices 00030.08.2023		374.50	0.00	8,765.50	(8,765.50)
08/30/2023	AP	IMPT	AP Invoices 00030.08.2023		301.00	0.00	9,066.50	(9,066.50)
09/26/2023	AP	IMPT	AP Invoices 00026.09.2023		664.00	0.00	9,730.50	(9,730.50)
10/11/2023	AP	IMPT	AP Invoices 00011.10.2023		500.00	0.00	10,230.50	(10,230.50)
11/08/2023	AP	IMPT	AP Invoices 00008.11.2023		587.75	0.00	10,818.25	(10,818.25)
12/06/2023	AP	IMPT	AP Invoices 00006.12.2023		357.00	0.00	11,175.25	(11,175.25)
12/20/2023	AP	IMPT	AP Invoices 00020.12.2023		900.94	0.00	12,076.19	(12,076.19)
12/31/2023	GL	JE	2023 Community Development Property A 14268		(2,765.00)	0.00	9,311.19	(9,311.19)
12/31/2023	AP	IMPT	AP Invoices 23007.02.2024		536.50	0.00	9,847.69	(9,847.69)
01/01/2024			2024 Fiscal Year Begin			0.00	0.00	0.00
03/13/2024	AP	IMPT	AP Invoices 00013.03.2024		1,250.00	0.00	1,250.00	(1,250.00)
03/20/2024	CR	IMPT	768480 ABATEMENT VENDOR FEE REIMBURSE		(32,500.00)	0.00	(31,250.00)	31,250.00
05/22/2024	AP	INV	Semple Excavating & Trucking, Inc.	14724	32,500.00	0.00	1,250.00	(1,250.00)
06/17/2024	AP	INV	Montgomery Brinkman, LLC	63928	707.00	0.00	1,957.00	(1,957.00)
06/17/2024	AP	INV	Montgomery Brinkman, LLC	63943	432.00	0.00	2,389.00	(2,389.00)
07/02/2024	AP	INV	Montgomery Brinkman, LLC	64294	702.00	0.00	3,091.00	(3,091.00)
07/19/2024	AP	INV	Montgomery Brinkman, LLC	64331	442.00	0.00	3,533.00	(3,533.00)
07/26/2024	AP	INV	Montgomery Brinkman, LLC	64489	547.00	0.00	4,080.00	(4,080.00)
07/30/2024	AP	INV	Kimmes-Bauer Well Drilling, Inc.	55657	3,878.00	0.00	7,958.00	(7,958.00)
07/30/2024	AP	INV	Montgomery Brinkman, LLC	64584	827.00	0.00	8,785.00	(8,785.00)
08/05/2024	AP	INV	Montgomery Brinkman, LLC	64739	342.00	0.00	9,127.00	(9,127.00)
08/07/2024	AP	INV	Montgomery Brinkman, LLC	64490	457.00	0.00	9,584.00	(9,584.00)
08/21/2024	CR	RCPT	ABATEMENT VENDOR FEES	0000009672	(827.00)	0.00	8,757.00	(8,757.00)
08/23/2024	GJ	JE	RECLASS OF PRECISION INV # 88848	00015834	(2,700.00)	0.00	6,057.00	(6,057.00)
08/23/2024	AP	INV	PRECISION LANDSCAPE & TREE	88848	2,700.00	0.00	8,757.00	(8,757.00)
08/31/2024	CR	RCPT	ABATEMENT VENDOR FEES	0000011228	(567.00)	0.00	8,190.00	(8,190.00)
09/25/2024	AP	INV	Montgomery Brinkman, LLC	65224	2,285.00	0.00	10,475.00	(10,475.00)
12/31/2024	GJ	JE	REVERSE OF COMM DEV 2023 AR CERT	00015976	2,765.00	0.00	13,240.00	(13,240.00)
12/31/2024	GJ	JE	2024 COMM DEV/ENG CERTIFICATIONS	00015977	(6,599.50)	0.00	6,640.50	(6,640.50)
01/01/2025			2025 Fiscal Year Begin			0.00	0.00	0.00
02/06/2025	AP	INV	Montgomery Brinkman, LLC	66771	472.00	0.00	472.00	(472.00)
02/27/2025	AP	INV	Montgomery Brinkman, LLC	66928	182.00	0.00	654.00	(654.00)
02/27/2025	AP	INV	Montgomery Brinkman, LLC	66927	393.75	0.00	1,047.75	(1,047.75)
02/27/2025	AP	INV	Montgomery Brinkman, LLC	66926	417.50	0.00	1,465.25	(1,465.25)
02/27/2025	AP	INV	Montgomery Brinkman, LLC	66925	465.00	0.00	1,930.25	(1,930.25)
06/02/2025	AP	INV	PURPLE GOATS LLC	GA250602	150.00	0.00	2,080.25	(2,080.25)
06/06/2025	AP	INV	PURPLE GOATS LLC	GA250606	600.00	0.00	2,680.25	(2,680.25)

Date	JNL	Type	Description	Reference #	Amount	Enc/Bdgt Change	Balance	Available
EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM								
COMMUNITY DEVELOPMENT								
06/16/2025	AP	INV	Montgomery Brinkman, LLC	68008	501.50	0.00	3,181.75	(3,181.75)
06/16/2025	AP	INV	Montgomery Brinkman, LLC	68009	404.50	0.00	3,586.25	(3,586.25)
06/17/2025	AP	INV	PURPLE GOATS LLC	GA250617-1	300.00	0.00	3,886.25	(3,886.25)
06/30/2025	CR	RCPT	CD 6.29 ONLINE CC	0000044741	(626.50)	0.00	3,259.75	(3,259.75)
07/09/2025	AP	INV	PURPLE GOATS LLC	GA250709	825.00	0.00	4,084.75	(4,084.75)
07/22/2025	AP	INV	PURPLE GOATS LLC	GA250722-5	150.00	0.00	4,234.75	(4,234.75)
08/10/2025	AP	INV	PURPLE GOATS LLC	GA250810	1,200.00	0.00	5,434.75	(5,434.75)
08/24/2025	AP	INV	PURPLE GOATS LLC	GA250824	225.00	0.00	5,659.75	(5,659.75)
08/27/2025	AP	INV	PURPLE GOATS LLC	JA250827-1	250.00	0.00	5,909.75	(5,909.75)
09/20/2025	AP	INV	PURPLE GOATS LLC	GA250920-2	150.00	0.00	6,059.75	(6,059.75)
09/20/2025	AP	INV	PURPLE GOATS LLC	GA250920-1	150.00	0.00	6,209.75	(6,209.75)
09/21/2025	AP	INV	PURPLE GOATS LLC	GA250921	450.00	0.00	6,659.75	(6,659.75)
10/09/2025	CR	RCPT	CD CHECKS 10.07	0000055967	(150.00)	0.00	6,509.75	(6,509.75)
10/14/2025	CR	RCPT	CD CHECKS 10.09	0000056308	(450.00)	0.00	6,059.75	(6,059.75)
10/30/2025	CR	RCPT	CD CHECKS 10.29	0000057641	(150.00)	0.00	5,909.75	(5,909.75)
12/15/2025	AP	INV	Montgomery Brinkman, LLC	100641_ENF25-567	232.50	0.00	6,142.25	(6,142.25)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100640_ENF25568	232.50	0.00	6,374.75	(6,374.75)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100639_ENF25-563	232.50	0.00	6,607.25	(6,607.25)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100638_ENF25-565	232.50	0.00	6,839.75	(6,839.75)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100637_ENF25-566	232.50	0.00	7,072.25	(7,072.25)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100636_ENF25-564	310.00	0.00	7,382.25	(7,382.25)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100654_ENF25-570	232.50	0.00	7,614.75	(7,614.75)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100652_ENF25-563	232.50	0.00	7,847.25	(7,847.25)
12/16/2025	AP	INV	Montgomery Brinkman, LLC	100653_ENF25-569	155.00	0.00	8,002.25	(8,002.25)
12/22/2025	AP	INV	Montgomery Brinkman, LLC	INV-100686	232.50	0.00	8,234.75	(8,234.75)
12/22/2025	AP	INV	Montgomery Brinkman, LLC	INV-100687	193.75	0.00	8,428.50	(8,428.50)
12/31/2025	P13	JE	2025 COMM DEV CERTIFICATIONS	00016328	(4,813.25)	0.00	3,615.25	(3,615.25)
01/01/2026			2026 Fiscal Year Begin			0.00	0.00	0.00
01/07/2026	AP	INV	Montgomery Brinkman, LLC	INV-100792	193.75	0.00	193.75	(193.75)
01/09/2026	CR	RCPT	CD CHECKS 01.06	0000066504	(387.50)	0.00	(193.75)	193.75
01/21/2026	CR	RCPT	CD ONLINE 01.14	0000067481	(232.50)	0.00	(426.25)	426.25
01/28/2026	CR	RCPT	CD CHECKS 01.22	0000067986	(310.00)	0.00	(736.25)	736.25
02/18/2026	CR	RCPT	CD CHECKS 02.06	0000070676	(426.25)	0.00	(1,162.50)	1,162.50
12/31/2026			END BALANCE				(1,162.50)	1,162.50
COMMUNITY DEVELOPMENT					18,940.94	0.00	(1,162.50)	
Total Department EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM:					18,940.94	0.00	(1,162.50)	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 5/11/2026
Item No.: 5.c.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description: Consider a Request for Qualifications regarding REDA legal services

Background

On September 15, 2025 the Roseville Economic Development Authority (REDA) provided direction to staff on how to proceed with several professional service arrangements with various consultants that provide financial, marketing, loan origination, home advisory, and legal services. Based on information provided staff, the REDA's direction was to extend our current professional services contract with Kennedy & Graven's through 2026, but to engage in a Request for Proposal/Qualification process before securing a contract for legal services beyond the end of the 2026. Staff is seeking authorization to begin the process to secure legal counsel for the REDA effective January 1, 2027.

The last time the REDA sought proposals for legal services was in 2018. At that time, a Request for Qualifications was utilized. Staff would recommend using this process, as opposed to a more formal Request for Proposal, given the services needed are well known and, based on the cost that is typically incurred from the REDA attorney, the City's Purchasing Policy only requires two bids. Staff would also offer that the value of the contract is small enough that the effort to respond to a Request for Proposal may limit the number of responses that might otherwise be able to be obtained with a Request for Qualification. Historically, the REDA has spent \$20,000 or less annually on legal services and contract terms have been for three years. It is worth noting, the value of the contract is higher, but those costs are paid for by third parties (typically project proposers) and not the REDA. The City's Purchasing Policy indicates procurements valued between \$25,000 and \$175,000 are "small purchases" requiring "at least two (2) quotes or proposals from qualified sources".

Staff has prepared a Request for Qualifications (RFQ), which is provided in Attachment 1. This RFQ was used in November of 2018, however staff has updated the document substantially to reflect all the services that would be required. Staff has also included a more detailed selection process, which is outlined in Section III of the RFQ and includes participation of a member of the REDA in the selection process. Lastly, Exhibit A of the RFQ includes a scoring worksheet that staff is suggesting to help score/evaluate the RFQ's equally and fairly. Given Exhibit A of the RFQ may be difficult to examine, staff has provided a larger version in Attachment 2.

Staff is requesting review of the RFQ, authorizing its release, and appointment of a board member to participate in the selection process.

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Policy Objectives

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

Equity Impact Summary

An equity impact analysis is not indicated for this action.

Budget Implications

The 2026 budget and REDA levy included \$14,500 for REDA legal services and actuals have typically aligned with this budget. Staff anticipates legal costs for 2027 will increase due to the hourly rate that is anticipated to result from the RFQ process, as well as greater utilization of the REDA attorney with regard to implementation of Local Affordable Housing Aid programs and funding.

Staff Recommendations

Authorize staff to release the RFQ and appoint a board member to participate in the selection process.

Requested Council Action

By motion, authorize staff to release the RFQ and appoint a board member to participate in the selection process.

Prepared by: Janice Gundlach, Community Development Director

- Attachments:**
- 1. Request for Qualifications
 - 2. Scoring Worksheet

Roseville Economic Development Authority
REQUEST for
STATEMENT of QUALIFICATIONS
And
PROPOSAL for
LEGAL SERVICES
May 2026

I. PURPOSE

The Roseville Economic Development Authority (REDA) is requesting a statement of qualifications and proposals for legal services from firms experienced in Housing and Redevelopment Authority (HRA) and Economic Development Authority (EDA) law as well as issues related to bonding authority, Local Affordable Housing Aid (LAHA), Section 42 guidelines and general governing laws associated with the operation of a HRA and EDA.

II. BACKGROUND

The City of Roseville, contiguous to Minneapolis and St. Paul, is a fully developed statutory city with a population of 35,637. The HRA was established in 2002 and then transferred all powers in 2015 to a newly established EDA. The REDA board members are the City Council. The approved 2026 REDA total operating budget is \$364,826, which consists 1.5 FTE, multiple professional service contracts and is funded by tax levy and program funds. In addition, the REDA has a variety of outstanding revolving and deferred loans of a residential and commercial nature totaling nearly \$2 million, community land trust assets, over \$3 million in grants administration, and six active Tax Increment Financing Districts consisting of seven paygo notes and one GO Tax Increment Revenue Bond.

Historically the REDA has retained a private firm for three (3) years to provide housing, redevelopment and economic development services. It is expected that the REDA attorney will not be needed more than 20 hours monthly for the normal and routine business of the REDA. However, significantly more or less hours may be needed depending on the status of existing projects and if/when new projects occur.

III. PROCESS

- A. The REDA will use the following process for selecting Legal Service Providers:
 - 1. Various REDA staff, including but not limited to the REDA Executive Director, Community Development Director, and Housing and Economic Development Program Manager, together with one member of the REDA, will review and score the responses based on the criteria outlined in Exhibit A.
 - 2. If determined necessary based on the results of the scoring exercise, proposers may be requested to interview with the scoring committee.
 - 3. Pursuant to law, the REDA Executive Director will appoint the respective firm for legal service based on the highest scoring proposal, coupled with results of an interview, if applicable, subject to confirmation by the REDA.

IV. GENERAL INSTRUCTIONS

- A. Responses must provide complete information as described in this request. Three copies shall be submitted by 4:30 p.m. on Wednesday, July 1, 2026 to:

Roseville Community Development Director
ATTN: Janice Gundlach
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113-1899

- B. To ensure fairness and uniformity, firms submitting responses should contact only the Community Development Director with questions, comments, or concerns. (Firms are encouraged first to review the City's website for additional information about the REDA www.cityofroseville.com/eda). The Community Development Director be contacted by email at Janice.Gundlach@cityofroseville or by phone at 651-792-7071.
- C. The REDA will not reimburse any expenses incurred by the firm submitting responses including, but not limited to, expenses associated with the preparation and submission of the response and attendance at interviews.
- D. The REDA reserves the right to reject any and all proposals, to request additional information from any and all Proposers, and to negotiate modifications to the terms and conditions of a legal services agreement from that offered by a Proposer.

V. REQUIRED CONTENTS OF RESPONSE

- A. Firms shall conspicuously indicate on their Proposal complete contact information including contact person, mailing address, email address, phone number, and fax number.

B. Firm Background:

1. Brief history of firm.
2. Number of attorneys, including number of partners and associates and areas of specialty.
3. Support personnel: number and expertise.
4. Office organization and support capabilities.
5. Office location(s).
6. Current use of technology, especially capability for computerized legal research and for sharing and editing documents electronically.
7. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board.
8. Statement of 2025 billings for HRA and/or EDA work as a percentage of total 2025 billings.
9. Most recent audit or financial report.
10. Description of malpractice insurance coverage: carrier, limits, and exemptions.
11. Statement of compliance with federal and state laws respecting civil rights.

C. Attorney Qualifications:

1. Identify the specific attorney who will serve as the lead attorney for legal services and indicate the following respecting that attorney:
 - Academic training and degrees;
 - Description of background and experience;
 - Description of prior municipal experience including cities served in a similar capacity; and
 - List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation.
2. Identify attorney who will serve in the lead attorney's absence and provide information as requested in paragraph V, item C, #1 above.

3. Identify other attorneys and support staff who will supply services for which the REDA will be charged.
 4. Current responsibilities of person designated to serve as lead attorney.
- D. List of HRA/EDAs the firm currently represents and for what type of service.
- E. List of HRA/EDAs the firm began representing in the past three years and EDAs your firm has stopped representing in the past three years.
- F. Names, telephone numbers, and contact person of at least five (5) client references, at least two of which shall be EDAs.
- G. Description of the firm's view of their responsibilities to the REDA in the provision of legal services.
- H. Copy of Malpractice/liability Insurance Certificate in a minimum amount of \$2,000,000.
- I. Conflict of Interest:
1. Indicate whether designated lead attorneys of the law firm represent, or have represented, any client whose representation may conflict with your ability to provide legal services to the City of Roseville or the REDA.
 2. Indicate whether designated lead attorneys or the law firm currently represent any real estate developers. If so, please identify those companies or persons in detail and provide a percentage breakdown of how much this work represents of your firm's total billings.
 3. Indicate whether designated lead attorneys or the law firm currently represents any other local units of government having jurisdiction within or contiguous to the City of Roseville.
 4. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.
- J. Fees:
1. EDA Attorney—firms desiring to be considered for REDA Attorney services shall clearly indicate a fixed, hourly dollar amount for REDA Attorney, other attorneys and support staff that may be working on REDA business also include any additional costs that could be associated with services provided.

VII. Legal Services Requirements

Following are the primary responsibilities for the REDA attorney:

REDA Attorney

1. Attend any Roseville EDA meeting and other City Board, Commission or Council meetings as requested by the REDA Executive Director, Community Development Director or Housing and Economic Development Program Manager.
2. Advise on real estate matters, including but not limited to the drafting of any notes, mortgages, security agreements, promissory notes and any other loan documents, including those related to land trust assets, as requested.
3. Draft any Professional Service Agreements or amendments to agreements.
4. Advise Executive Director, Community Development Director, Housing and Economic Development Program Manager, Economic Development Specialist, Board members and other staff on HRA and EDA legal matters.
5. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the REDA and suggested action or changes in operations or procedures to assure compliance.
6. Provide advice on open meeting law, data practice, records retention and privacy issues.
7. Assist in the negotiation and preparation of contracts for private development, assessment agreements, special assessment agreements, interest rate reduction programs, revenue notes, housing bonds and other contractual arrangements between the REDA and a developer or business.
8. Assist with the administration and development of housing and economic development programs and tax increment financing districts and prepare the appropriate documents and resolutions.
9. Assist in the due diligence, acquisition, and disposition of any REDA-owned property.
10. Provide advice on the use, programming and reporting requirements of Local Affordable Housing Aid and any legislative changes that impact the use, programming and reporting requirements of Local Affordable Housing Aid.

11. Provide advice and assist on the drafting and/or reviewing of any grant agreements administered through the REDA.

VIII. Timeline for Selection

It is expected that qualified firm proposals will be reviewed beginning July 6, 2026 with a contract for services to be authorized at the REDA board meeting on or before November 9, 2026 with services commencing January 1, 2027 through December 31, 2029.

Exhibit A
(Scoring Worksheet)

TOTALS

PROPOSER	Proposal Completeness	Attorney Qualifications	PSA's	Real Estate	Grants	HRA/EDA law & experience	Housing bonds/programs	TIF/Public Finance	LAHA	TOTAL
<i>Proposal #1</i>	0	0	0	0	0	0	0	0	0	0
<i>Proposal #2</i>	0	0	0	0	0	0	0	0	0	0
<i>Proposal #3</i>	0	0	0	0	0	0	0	0	0	0

Scoring: 1, 5, or 10
 1 = below expectations
 5 = meets expectations
 10 = exceeds expectations

 x1
 x2
 x3

TOTALS

PROPOSER	Proposal Completeness	Attorney Qualifications	PSA's	Real Estate	Grants	HRA/EDA law & experience	Housing bonds/programs	TIF/Public Finance	LAHA	TOTAL
Proposal #1	0	0	0	0	0	0	0	0	0	0
Proposal #2	0	0	0	0	0	0	0	0	0	0
Proposal #3	0	0	0	0	0	0	0	0	0	0

Scoring: 1, 5, or 10
 1 = below expectations
 5 = meets expectations
 10 = exceeds expectations

