



CITY OF MOUND

Housing and Redevelopment Authority

AGENDA

Tuesday, October 27, 2026

6:00 PM

THIS AGENDA IS SUBJECT TO CHANGE UNTIL THE START OF THE CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **ADOPT AGENDA**
3. **CONSENT AGENDA:**
 - a. Minutes of October 13, 2026, HRA Meeting, Kelly 1-2
4. **PRESENTATION:**
5. **NEW BUSINESS:**
 - a. Approve Resolution No. 26-02H Approving Assignment and Assumption of Rights and Obligations for Harrison Bay Senior Living Contract for Private Development 3-16
6. **ADJOURN TO COUNCIL MEETING**

**CITY OF MOUND
HOUSING AND REDEVELOPMENT AUTHORITY MINUTES**

October 13, 2026

The Housing and Redevelopment Authority of the City of Mound, Hennepin County, Minnesota, met in regular session on Tuesday, October 13, 2026, at 6:00 p.m. in the Council Chambers in the Centennial Building.

Members present: Mayor Jason Holt, Council Members Sherrie Pugh, Kathy McEnaney, Kevin Castellano and Michelle Herrick.

Members absent:

Others present: City Manager Jesse Dickson, Deputy City Manager Laila Imihy, City Clerk Kevin Kelly, City Attorney Scott Landsman, Public Works Director Ryan Prich, Finance Director Lindsay Erdmann, Senior City Engineer Brian Simmons, City Engineer Matt Bauman, Helen Canning, Aaron Geddes, Justin Pfau, Stephen, Mona Horejsh, Jennifer & Steven Billington, Brian Embrey, Jim Kruse, Penny Andeson-Ortiz, Sofia Ortiz, Jannel McCullough, Tyler Pieper and Matthew Plasencia.

1. Call to Order

2. Adopt Agenda

MOTION by McEnaney, seconded by Pugh, to approve the agenda. All voted in favor.
Motion carried.

3. Consent Agenda

a. Minutes of the September 22, 2026 HRA Meeting.

MOTION by Pugh, seconded by Herrick, to approve the consent agenda. All voted in favor.
Motion carried.

4. New Business

a. 2027 Proposed Housing and Redevelopment Authority Budget, Erdmann

Erdmann said she will go over the 2027 Proposed Housing and Redevelopment Authority (HRA) Budget.

Erdman said the HRA is governed by MN Statute with the purpose to provide a sufficient supply of adequate, safe and sanitary dwellings in order to protect the health, safety, morals and welfare of citizens. Erdman said the HRA is a separate legal entity from the City Council and has levy power.

Erdmann listed the following uses of HRA Funds:

- Transit Center Parking Lot maintenance on the parking lot
- Lost Lake Slips maintenance

Erdmann said the two revenue sources of the HRA are Property Taxes and Lost Lake Slip Revenue.

Erdmann Listed the expenses of the HRA:

- Personnel - Staff resources to take care of the parking facility and Lost Lake Slips
- Utilities

Capital Plans proposed for 2027 would be Electric Vehicle charging stations at the parking facility and the HRA Budget which will be presented at final approval.

Erdmann stated the City doesn't have specific policy regarding the HRA Fund Balance. Erdmann said the Office of the State Auditor recommends 35-50% of revenues or no less than five months of expenses. Erdman said the 2026 Fund Balance is \$496,367 with the proposed 2027 HRA Fund Balance to be \$555,675.

Erdmann said the City is well above the Fund Balance recommendation which would be five months of HRA expenses which amounts to approximately \$101K.

McEnaney asked where the Electric Vehicle (EV) Charging Station idea was generated. Imihy said there were conversations with Artesa residents regarding their two vehicle charging stations in the Artesa building. Imihy said the Artesa building cannot support more chargers and there is an increase in the number of EV's owned by Artesa residents. Imihy said a number of cities in the metro area have EV charging stations as a way of generating revenue.

Imihy said staff are getting quotes for EV charging stations as a way to generate revenue and to meet resident demand. Imihy said this expense may not be ready for the 2027 budget.

5. Adjourn to City Council Meeting

MOTION by McEnaney, seconded by Pugh, to adjourn the HRA meeting at 6:08 p.m. All voted in favor. Motion carried.

Mayor Jason R. Holt

Attest: Kevin Kelly, Clerk



Housing and Redevelopment Authority
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HRA ITEM 4a.

To: Chair and Commissioners
Jesse Dickson, Executive Director

From: Scott Landsman, HRA Attorney

Date: October 22, 2026

Subject: Assignment and Assumption of Development Agreement and TIF Note
Harrison Bay Senior Living, 1861 Commerce Boulevard

RECOMMENDED ACTION:

MOTION to approve Resolution No. 26-02H, approving the Assignment and Assumption of Rights and Obligations between Harrison Bay Senior Living, LLC and ISF Mound LLC and authorizing Chair and Executive Director to execute the Consent and Acknowledgment, subject to final review and approval by HRA legal counsel.

OVERVIEW:

The HRA and Harrison Bay Senior Living, LLC ("**HBSL**") entered into a Contract for Private Development (dated August 22, 2017 ("**Development Agreement**"). Following compliance with the Development Agreement, the HRA issued its Tax Increment Revenue Note, Series 2017, in the original principal amount of \$930,000 ("**TIF Note**"). The development is a 72-unit senior rental housing facility, with twenty percent of the units subject to affordability requirements for low- or moderate-income persons at that property legally described as Lot 1, Block 1, Dutch Lake Preserve, Hennepin County, Minnesota, PID No. 14-117-24-14-0046 ("**Property**").

HBSL proposes to sell the Property to ISF Mound LLC, a Minnesota nonprofit limited liability company ("**ISF**"). The Development Agreement and TIF Note requires the consent of the HRA to the conveyance and assignment of the right, duties, obligations, and responsibilities under the Development Agreement and the TIF Note to ISF.

The proposed Assignment and Assumption of Rights and Obligations (“Assignment”) transfers to ISF the rights, duties, obligations, and responsibilities arising on or after the effective date under the Development Agreement and TIF Note. Key points of the Assignment:

- HBSL retains responsibility for matters arising before that date and is released from post-assignment obligations when the Assignment becomes effective.
- The Assignment is not effective unless the HRA executes the Consent and Acknowledgment.
- Before termination of the TIF District, the Assignee agrees not to seek property-tax exemption for the Property or transfer it to a tax-exempt entity.

SUPPORTING INFORMATION:

- Resolution
- Assignment and Assumption of Rights and Obligations
- TIF Assignment Request from Roger Fink of Trident Development, LLC

**HOUSING AND REDEVELOPMENT AUTHORITY OF AND FOR
THE CITY OF MOUND, MINNESOTA**

RESOLUTION NO. 26-02H

**RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION OF
RIGHTS AND OBLIGATIONS**

WHEREAS, the Housing and Redevelopment Authority of and for the City of Mound, Minnesota (the “**HRA**”), and Harrison Bay Senior Living, LLC, a Minnesota limited liability company (the “**Assignor**”), entered into a Contract for Private Development dated August 22, 2017, recorded on September 14, 2017, as Hennepin County Registrar of Titles Document No. T05474753 (the “**Development Agreement**”), relating to a 72-unit senior rental housing facility, twenty percent (20%) of the units of which are affordable to low- or moderate-income persons; and

WHEREAS, pursuant to the Development Agreement, the HRA issued its Tax Increment Revenue Note, Series 2017, dated August 24, 2017, in the original principal amount of \$930,000 (the “**TIF Note**”) to the Assignor; and

WHEREAS, the Assignor proposes to sell the property described in the Assignment Documents to ISF Mound LLC, a Minnesota nonprofit limited liability company (the “**Assignee**”), and to assign to the Assignee the Assignor’s rights and obligations under the Development Agreement and the TIF Note arising or accruing on or after the effective date of the assignment; and

WHEREAS, the proposed Assignment and Assumption of Rights and Obligations, including its Consent and Acknowledgment of the HRA and the related form of Investment Letter (collectively, the “**Assignment Documents**”), has been presented to the Board of Commissioners; and

WHEREAS, the Assignee has represented that it has the qualifications and financial responsibility necessary to perform the obligations of the developer under the Development Agreement, has agreed to assume those obligations from and after the effective date of the assignment, and has acknowledged the restrictions on further assignment and on property-tax exemption stated in the Assignment Documents.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing and Redevelopment Authority of and for the City of Mound, Minnesota, that the Assignment and Assumption of Rights and Obligations between Harrison Bay Senior Living, LLC and ISF Mound LLC is hereby approved in substantially the form presented to the Board and the Chair and Executive Director are authorized to execute and deliver the Consent and

Acknowledgment on behalf of the HRA, subject to final review and approval by HRA legal counsel.

Adopted this 27th day of October, 2026

Jason R. Holt, Chair

Attest: Kevin Kelly, Clerk

ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS (“Assignment”), made as of _____, 2026, by and between Harrison Bay Senior Living, LLC, a Minnesota limited liability company, as assignor (the “Assignor”), and ISF Mound LLC, a Minnesota nonprofit limited liability company, as assignee (the “Assignee”).

RECITALS:

WHEREAS, the Housing and Redevelopment Authority of and for the City of Mound, Minnesota, a public body corporate and politic under the laws of the State of Minnesota (the “HRA”), and Assignor entered into a that Contract for Private Development, dated August 22, 2017, and recorded in the Office of the Registrar of Titles, Hennepin County, Minnesota on September 14, 2017 as Document No. T05474753 (the “Development Agreement”), concerning the construction by Assignor of a 72-unit senior rental housing facility, of which twenty percent (20%) of the units are affordable to low or moderate income persons (as further defined in the Development Agreement; and

WHEREAS, upon the Assignor’s compliance with the terms of the Development Agreement, the HRA issued a Tax Increment Revenue Note, Series 2017, dated as of August 24, 2017, in the original principal amount of \$930,000 (the “TIF Note”) in favor of the Assignor; and

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement dated _____, 2026, wherein Assignor, as seller, and Assignee, as purchaser, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor, all of Assignor’s right, title and interest to and in the property legally described on Exhibit A (the “Property”) attached hereto and made a part hereof; and

WHEREAS, the Property is within the Harrison Bay Senior Housing Tax Increment Financing District (“TIF District”); and

WHEREAS, the Assignor desires to assign to the Assignee its rights, and be released from all of its duties, obligations and responsibilities under the Development Agreement and the TIF Note arising or accruing after the date of this Assignment, and the Assignee is willing to accept and assume such rights, duties, obligations and responsibilities under the Development Agreement and the TIF Note arising or accruing after the date of this Assignment.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals:** The recitals set forth above and the exhibits attached hereto are hereby incorporated into the body of this Assignment as if fully restated herein. The terms and conditions of this Assignment shall be incorporated into and made a part of the Development Agreement and the TIF Note. If there is a conflict between this Assignment and the Development Agreement and TIF Note, the Development Agreement and TIF Note shall govern.

2. **Assignment of Development Agreement and TIF Note:** The Assignor hereby assigns, transfers and quitclaims to the Assignee all of Assignor's rights, duties, obligations and responsibilities under the Development Agreement and the TIF Note arising or accruing after the date of this Assignment, subject to the terms of this Assignment. The Assignee hereby accepts such rights and assumes such duties, obligations and responsibilities of the Assignor as the "Redeveloper" under the Development Agreement and the TIF Note arising or accruing after the date of this Assignment, subject to the terms of this Assignment. Assignor shall retain rights, liabilities or obligations under the Development Agreement and the TIF Note arising or occurring prior to the date of this Assignment, but shall have no further rights, liabilities or obligations under the Development Agreement or TIF Note associated with actions or inactions arising or occurring on or after the date of this Assignment. Assignor shall be released from all of its duties, obligations, liabilities, and responsibilities under the Development Agreement and TIF Note on and after the date of this Assignment.

3. **Covenants of Assignee:**

(a) As a condition of the assignment herein, the Assignee hereby expressly assumes the duties, obligations and responsibilities of the Assignor as the "Developer" under the Development Agreement and agrees execute and deliver to deliver to the HRA the Investment Letter in form attached hereto as Exhibit B on the date hereof (the "Investment Letter").

(b) The Assignee acknowledges that it may not re-assign its rights as the "Developer" under the Development Agreement without the express prior written consent of the HRA, as provided in the Development Agreement.

(c) The Assignee certifies that it has the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken by the Developer in the Development Agreement.

(d) The Assignee hereby agrees to defend, indemnify and hold the Assignor, the City, and the HRA harmless from and against any and all claims by third parties arising under or related to the Development Agreement or the TIF Note from and after the date of this Assignment, as provided in the Development Agreement.

(e) The Assignee hereby agrees that it will not, prior to the termination date of the TIF District, seek exemption from property tax for the Development Property (as defined in the Development Agreement) or convey or transfer or allow conveyance or transfer of the Development Property to any entity that is exempt from payment of real property taxes under Minnesota law.

4. **Consent of HRA.** This Assignment shall be of no force and effect unless and until the HRA has consented to the terms of this Assignment by executing the Consent of the HRA attached hereto, whereupon Assignor shall be relieved of its obligations under the Development Agreement and the TIF Note, except as otherwise expressly set forth herein.

5. **Assignee Default:** In the event the Assignee defaults under the terms and obligations of the Development Agreement assigned hereunder and does not cure the default in accordance with the terms of the Development Agreement, the Assignee acknowledges the HRA has the right to pursue any remedies against the Assignee as provided in the Development Agreement without any notice to and without seeking any remedy from the Assignor.

6. **Governing Law:** It is agreed that this Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota without regard to conflict of law principles.

7. **Partial Invalidity:** The invalidity of any portion of this Assignment will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Assignment is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

8. **Entirety of Agreement:** This Assignment shall constitute the entire agreement between the parties regarding its subject matter and any prior understanding or representation of any kind preceding the date of this Assignment shall not be binding upon either party except to the extent incorporated in this Assignment.

9. **Modification:** Any modification of this Assignment or additional obligation assumed by either party in connection with this Assignment shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

10. **Paragraph Headings:** The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Assignment.

11. **Execution in Counterparts:** This Assignment may be executed, acknowledged and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement. Electronic and PDF signatures shall be sufficient for all purposes.

[Signature pages follow.]

ASSIGNOR:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

Notary Public

ASSIGNEE:

ISF Mound, LLC,
a Minnesota nonprofit limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of ISF Mound, LLC, a Minnesota nonprofit limited liability company.

Notary Public

**CONSENT AND ACKNOWLEDGMENT OF
THE HOUSING AND REDEVELOPMENT AUTHORITY OF AND FOR THE CITY OF
MOUND, MINNESOTA**

The HRA by its undersigned designated representatives, hereby expressly agrees and consents to the assignment of the Development Agreement and the TIF Note by the Assignor, to Assignee, pursuant to the terms and conditions of the foregoing Assignment. From and after the date of the foregoing Assignment, Assignor shall be released from all of its duties, obligations, liabilities, and responsibilities under the Development Agreement. Upon surrender of the TIF Note (as defined in the Assignment) to the HRA and delivery of a fully executed copy of the Assignment and delivery of the Investment Letter, the HRA will exchange the TIF Note for a new fully registered note issued to Assignee in accordance with Section 9 of the TIF Note.

Housing and Redevelopment
Authority of and for the City of
Mound, Minnesota, a public body
corporate and politic under the laws
of the State of Minnesota

By: _____
Name: Jason R. Holt
Its: Chair

By: _____
Name: Jesse Dickson
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jason R. Holt and Jesse Dickson, the Chair and Executive Director, respectively, of Housing and Redevelopment Authority of and for the City of Mound, Minnesota, a public body corporate and politic under the laws of the State of Minnesota.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, Dutch Lake Preserve, according to the recorded plat thereof,
Hennepin County, Minnesota

PID No. 14-117-24-14-0046

EXHIBIT B
FORM OF INVESTMENT LETTER

[Contained on Following Pages]

INVESTMENT LETTER

To the Housing and Redevelopment Authority of and for the City of Mound, Minnesota (the "Authority")

Attention: City Administrator/Executive Director

Re: Tax Increment Revenue Note, Series 2017, in the original aggregate principal amount of \$930,000

The undersigned, as purchaser of the above-captioned Tax Increment Revenue Note, Series 2017 in the original aggregate principal amount of \$930,000 (the "Note"), approved pursuant to Resolution No. _____, adopted by the Board of Commissioners of the Housing and Redevelopment Authority of and for the City of Mound, Minnesota (the "Authority") on May 23, 2017 (the "Resolution"), hereby represent to you and to Hoff Barry, P.A., as special counsel to the Authority, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Resolution and the Contract for Private Development, dated August 22, 2017 (the "Agreement"), between the Authority and Harrison Bay Senior Living, LLC, a Minnesota limited liability company ("Assignor"), and the Assignment and Assumption of Rights and Obligations between Assignor and Purchaser, dated _____, 2026 and consented to by the Authority.

2. The Note is payable as to principal and interest solely from Available Tax Increment pledged to the Note, as defined therein.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Authority and the Note has been issued or prepared by the Authority, and that, in due diligence, we have made our own inquiry and analysis with respect to the Authority, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the Authority and Hoff Barry, P.A., as special counsel to the Authority, have not made any representations or warranties as to the status of interest on the Note for the purpose of federal or state income taxation.

8. We represent to you that we are purchasing the Note for our own accounts and not for resale or other distribution thereof, except to the extent otherwise provided in the Note, the Resolution, or any other resolution adopted by the Authority, and except for any collateral assignment and/or endorsement of the Note hereafter approved by the Housing and Redevelopment Authority of and for the City of Mound, Minnesota, to secure payment of a loan.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. The Purchaser's federal tax identification number is _____.

11. We acknowledge receipt of the Note on the date hereof.

ISF MOUND LLC, a
Minnesota nonprofit limited liability company

By: _____
Its: _____