



**REGULAR HOUSING AND REDEVELOPMENT AUTHORITY MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
DECEMBER 19, 2016
7:00 P.M.**

Call to order

1. Approval of the minutes of the Regular HRA Meeting of November 21, 2016
2. HRA approval of the agenda
3. **Consent Calendar contains several separate items which are acted upon by the HRA in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further HRA action on these items is necessary. However, any HRA Commissioner may request that an item be removed from the Consent Calendar and placed on the regular agenda for HRA discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of a resolution authorizing the use of an Affordable Housing Initiative Fund loan for the acquisition of 7227 Chicago Avenue by the West Hennepin Affordable Housing Land Trust.

Staff Report No. 35
 - B. Consideration of a resolution authorizing execution of an agreement with the Greater Metropolitan Housing Corporation for the acquisition, rehabilitation and sale of houses under the New Home Program utilizing 2016 Community Development Block Grant funds.

Staff Report No. 36
 - C. Consideration of a resolution authorizing the purchase of real property located at 6625 2nd Avenue through the Richfield Rediscovered Program.

Staff Report No. 37
4. HRA discussion items
5. Executive Director report
6. Claims and payroll

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



HOUSING AND REDEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

Regular Meeting

November 21, 2016

CALL TO ORDER

The meeting was called to order by Chair Supple at 7:00PM.

ATTENDANCE

HRA Members
Present:

Mary Supple, Chair; Pat Elliott; Debbie Goettel; David Gepner; and
Doris Rubenstein

Staff Present:

John Stark, Acting Executive Director/Director of Community
Development; Karen Barton, Assistant Director of Community
Development; Kate Aitchison, Housing Specialist/Acting City Clerk

Item #1

**APPROVAL OF THE MINUTES OF THE REGULAR HRA MEETING OF OCTOBER
17, 2016**

M/Goettel, S/Elliott, to approve the minutes of the Regular HRA Meeting of October 17,
2016.

Motion carried 5-0.

Item #2

HRA APPROVAL OF THE AGENDA

M/Rubenstein, S/Elliott, to approve the agenda.

Motion carried 5-0.

Item #3

CONSENT CALENDAR

A. Consideration of a resolution accepting contributions for the 2016 Tour of Remodeled
Homes. S.R. No. 31

RESOLUTION NO. 1239

RESOLUTION AUTHORIZING RICHFIELD COMMUNITY
DEVELOPMENT DEPARTMENT TO ACCEPT DONATIONS
FROM THE LISTED BUSINESSES FOR DESIGNATED USES

This resolution appears as HRA Resolution No. 1239

- B. Consideration of a resolution to acquire redevelopment property from the City of Richfield. S.R. No. 32

RESOLUTION NO. 1240

AUTHORIZING THE ACQUISITION OF CERTAIN
PROPERTY WITHIN THE CITY OF RICHFIELD

This resolution appears as HRA Resolution No. 1240.

M/Goettel, S/Rubenstein to approve the Consent Calendar.

Motion carried 5-0.

Item #4	CONSIDERATION OF AN AMENDMENT TO THE CONTRACT FOR PRIVATE DEVELOPMENT BETWEEN THE RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY AND MESABA CAPITAL DEVELOPMENT, LLC FOR THE DEVELOPMENT OF THE FORMER CITY GARAGE PROPERTY AT 211 WEST 76TH STREET/7644 PILLSBURY AVENUE
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Assistant Community Development Director Karen Barton presented Staff Report No. 33.

Commissioner Rubenstein questioned the name of Avinity as the developer for the property as she did not remember that name being used before. Community Development Director Stark stated that Twin City Christian Homes has changed their name to Avinity and assured to the commissioners that the management has not changed.

Commissioner Elliott posed a question as to what role Mesaba plays into this development and the transfer of ownership to Avinity. Assistant Community Development Director Barton passed the question on to a representative from Mesaba, Bo Nickoloff, who stated that Mesaba is currently in a partnership with Avinity would like to own the development eventually; however Mesaba will own the property throughout the construction.

Commissioner Goettel wanted to know more information about the delay in the MPCA approvals. Mr. Nickoloff stated that the Phase II that the city conducted in 2008 had expired but they performed a different study which concluded to the same results. Chair Supple asked if all the requirements for the MPCA were met; Mr. Nickoloff stated that they were completed and therefore they are asking for the extension for the financing portion once more.

Commissioner Gepner asked questions regarding what Mesaba does and there was more discussion between Community Development Director Stark and Commissioner Elliott regarding the concern of the ownership and management.

M/Goettel, S/Rubenstein to approve the following resolution:

HRA RESOLUTION NO. 1241

RESOLUTION APPROVING FIRST AMENDMENT
TO CONTRACT FOR PRIVATE DEVELOPMENT
WITH MESABA CAPITAL DEVELOPMENT, LLC

Motion carried 5-0. This resolution appears as HRA Resolution No. 1241.

Item #5	CONSIDERATION OF THE TERMS OF A COMMUNITY DEVELOPMENT BLOCK GRANT HOMEBUYER ASSISTANCE SECONDARY MORTGAGE RELATING TO THE PURCHASE OF A HOME RECENTLY REMODELED UNDER THE NEW HOME PROGRAM AT 7305 17TH AVENUE, PENDING FINAL ATTORNEY APPROVAL
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Assistant Community Development Director Karen Barton presented Staff Report No. 34.

Before and after photos were shown of the house and Chair Supple asked if the house renovation has already been fully completed which it has and the house is on the market with a market value of \$215,000 which is what the house renovation and acquisition cost.

M/Rubenstein, S/Goettel to approve the consideration of the terms of a community development block grant homebuyer assistance secondary mortgage relating to the purchase of a home recently remodeled under the new home program at 7305 17th Avenue, pending final attorney approval

Motion carried 5-0.

Item #6	HRA DISCUSSION ITEMS Reschedule Jan. & Feb. 2017 HRA Meetings due to Holidays (1/16 to 1/17; 2/20 to 2/21)
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M/Goettel, S/Elliott to approve the rescheduling of January and February HRA Meetings

Motion carried 5-0.

Commissioner Goettel shared her knowledge of the County's new efforts to buy and convert affordable housing units, such as Season's Park, and would like to extend her efforts in her new role as Hennepin County Commissioner to help those here in Richfield. Commissioner Elliott expressed concern as to the management of those buildings and would much prefer a non-profit organization.

Item #6	EXECUTIVE DIRECTOR REPORT
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Acting Executive Director Stark stated that the Regular HRA Meeting of December 19, 2016 might end up being a very brief meeting due to a farewell party for the Mayor and Council Member Fitzhenry.

Item #7	CLAIMS AND PAYROLL
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M/Goettel, S/Elliott, that the following claims and payroll be approved:

U.S. BANK	10/17/16
Section 8 Checks: 128176 – 128266	\$ 177,755.48
HRA Checks: 32876 - 32907	47,725.21
TOTAL	\$ 225,480.69

Motion carried 5-0.

Item #8	ADDED TO AGENDA: GOOD AND WELFARE
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Commissioner Rubenstein congratulated Mayor Goettel on her election to the Hennepin County Board as the Hennepin County Commissioner and Council Member Elliot on his re-election.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 7:33 p.m.

Date Approved: December 19, 2016

Mary B. Supple
HRA Chair

Kate Aitchison
Acting City Clerk

John Stark
Acting Executive Director



STAFF REPORT

HOUSING AND REDEVELOPMENT AUTHORITY MEETING DECEMBER 19, 2016

REPORT PREPARED BY:	JULIE URBAN, HOUSING SPECIALIST <small>NAME, TITLE</small>
REPORT PRESENTER:	KAREN BARTON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <small>SIGNATURE</small>
REVIEWED BY EXECUTIVE DIRECTOR:	<input checked="" type="checkbox"/> <small>SIGNATURE</small>

ITEM FOR HRA CONSIDERATION:
Consideration of a resolution authorizing the use of an Affordable Housing Initiative Fund loan for the acquisition of 7227 Chicago Avenue by the West Hennepin Affordable Housing Land Trust.

I. RECOMMENDED ACTION:
By Motion: Adopt the resolution authorizing use of an Affordable Housing Initiative Fund loan for the acquisition of 7227 Chicago Avenue by the West Hennepin Affordable Housing Land Trust.

II. EXECUTIVE SUMMARY

The West Hennepin Affordable Housing Land Trust (WHAHLT) received an award from Hennepin County's Affordable Housing Initiative Fund (AHIF) to provide affordable housing in scattered sites across suburban Hennepin County. WHAHLT has entered into a purchase agreement with the Greater Metropolitan Housing Corporation (GMHC) to acquire the property at 7227 Chicago Avenue, utilizing \$16,000 of the allotted funding.

Hennepin County requires that a City or the Housing and Redevelopment Authority (HRA) provide a resolution authorizing the use of AHIF within its community.

By selling the new home to WHAHLT, the property will maintain long-term affordability through multiple owners who qualify by earning 80% of the area median income or less.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

-) In January 2016, GMHC purchased the vacant, derelict property at 7227 Chicago Avenue utilizing Neighborhood Stabilization Program (NSP) funds. The home has been rehabilitated using NSP funds and must be sold to an income-qualified buyer.
-) Upon purchase of 7227 Chicago Avenue, WHAHLT will retain ownership of the land in perpetuity and sell the structure to a qualifying buyer (land trust).
-) AHIF requires recipients to serve households earning less than 80 percent of the Twin Cities Area Median Income (TCAMI).

B. POLICY

-) A goal of the City's Comprehensive Plan is to ensure sufficient diversity in the housing stock to provide for a range of household sizes, income levels and needs through the following policies:
 - o Promote the development of a balanced housing stock that is available to a range of income levels.
 - o Promote the development, management and maintenance of affordable housing in the City through assistance programs; alternative funding sources; and the creation of partnerships whose mission is to promote low to moderate income housing.
-) The HRA has partnered with WHAHLT in the past to provide long-term affordable housing opportunities on a scattered-site basis.

C. CRITICAL TIMING ISSUES

-) Closing on the property is scheduled for December 28, 2016.

D. FINANCIAL

-) GMHC used the City's NSP funds to purchase the property, which requires that the home be sold to a household earning less than 120 percent of the TCAMI.
-) WHAHLT is requesting authorization to use \$16,000 of AHIF towards the acquisition of this property.

E. LEGAL

-) The resolution is required by Hennepin County before AHIF funds can be used.

IV. ALTERNATIVE RECOMMENDATION(S)

) Do not adopt the resolution authorizing the use of AHIF funds for the acquisition of 7227 Chicago Avenue.

V. ATTACHMENTS

) Resolution

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

) N/A

HRA RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE USE OF AN AFFORDABLE HOUSING INCENTIVE
FUND LOAN FOR THE PURCHASE OF 7227 CHICAGO AVENUE**

WHEREAS, Hennepin County Housing and Redevelopment Authority (HCHRA) in Resolution No. 14-HCHRA-0022 has approved the use of a \$16,000 Affordable Housing Incentive Fund loan for the 7227 Chicago Avenue project, contingent upon the Richfield Housing and Redevelopment Authority's consent to the HCHRA's participation in the project; and

WHEREAS, the 7227 Chicago Avenue project will increase/preserve the supply of affordable housing in the City of Richfield by providing one affordable single-family home; and

WHEREAS, the loan from the HCHRA will complete the financing required for the project to proceed.

BE IT RESOLVED, that the participation of the Hennepin County Housing and Redevelopment Authority in the project is hereby approved.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 19th day of December, 2016.

Mary B. Supple, Chair

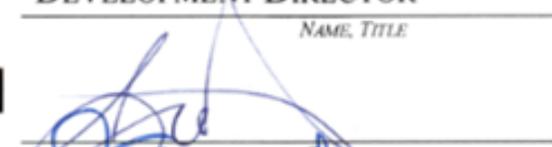
ATTEST:

Doris Rubenstein, Secretary



STAFF REPORT

HOUSING AND REDEVELOPMENT AUTHORITY MEETING DECEMBER 19, 2016

REPORT PREPARED BY:	JULIE URBAN, HOUSING SPECIALIST <small>NAME, TITLE</small>
REPORT PRESENTER:	KAREN BARTON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
REVIEWED BY EXECUTIVE DIRECTOR:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

ITEM FOR HRA CONSIDERATION:

Consideration of a resolution authorizing execution of an agreement with the Greater Metropolitan Housing Corporation for the acquisition, rehabilitation and sale of houses under the New Home Program utilizing 2016 Community Development Block Grant funds.

I. RECOMMENDED ACTION:

By Motion: Approve a resolution authorizing execution of an agreement with the Greater Metropolitan Housing Corporation for the acquisition, rehabilitation, and sale of houses utilizing 2016 Community Development Block Grant funds.

II. EXECUTIVE SUMMARY

The City Council budgeted \$195,000 in 2016 Federal Fiscal Year (FFY) Community Development Block Grant (CDBG) funds for the Housing and Redevelopment Authority (HRA) to purchase, rehabilitate, and sell houses to households earning no more than 80 percent of the area median income (AMI). An Agreement with the Greater Metropolitan Housing Corporation (GMHC) would enable GMHC to purchase and rehabilitate two homes on behalf of the HRA using the FFY 2016 funds.

In order to ensure affordability, the CDBG funds will be used to provide development gap financing to cover the difference between the cost to acquire and rehabilitate the home, and the proceeds from the sale of the house. Long-term affordability will be maintained in one of two ways:

- Sale of the property to the West Hennepin Affordable Housing Land Trust (“Homes Within Reach”).
- Purchase assistance in the form of a deferred second mortgage and requiring a “right of first refusal” that would enable the HRA to buy back the home upon resale and sell it to another income-qualified household.

One property, 6521 Stevens Avenue, has been identified for purchase and rehabilitation with the funds. A second property would be identified before the end of the federal fiscal year on June 30, 2017.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

-) On February 23, 2016 the City Council approved the acquisition and rehabilitation of homes through the HRA’s New Home Program, using federal CDBG funds.
-) Under the New Home Program, the HRA has worked with a variety of developers over the years to either build new homes or purchase and rehabilitate existing homes and make them available to households earning no more than 80 percent of the AMI.
-) On May 16, 2016 the HRA approved an Agreement with the Greater Metropolitan Housing Corporation (GMHC) to purchase and rehabilitate one home on behalf of the HRA using FFY 2015 CDBG funds. That home, 7305 17th Avenue, has been rehabilitated and the sale will take place at the end of December.
-) GMHC has successfully purchased and rehabilitated eight homes for the HRA through the Neighborhood Stabilization Program (NSP) and one home with CDBG funds.

B. POLICY

-) The HRA’s New Home Program serves to encourage the development of new housing opportunities for low and moderate income families through the construction of new affordable housing and/or the acquisition and extensive rehabilitation of existing single-family homes.
-) Purchasing and rehabilitating homes with CDBG funds carries out the policies of the City’s Comprehensive Plan, including:
 - o Support the rehabilitation and upgrading of the existing housing stock.
 - o Promote the development, management and maintenance of affordable housing in the City through assistance programs, alternative funding sources, and the creation of partnerships whose mission is to promote low to moderate income housing.

C. CRITICAL TIMING ISSUES

-) One property has been identified for purchase and rehabilitation with FFY 2016 funds (6521 Stevens Avenue). Approval of the Agreement would allow the HRA and GMHC to complete the purchase and rehabilitation of this home and spend funds by the June 30, 2017 deadline.

D. FINANCIAL

-) The City Council budgeted \$94,190 in FFY 2015 and \$195,000 in FFY 2016 CDBG funds for the HRA to acquire, rehabilitate and sell homes to homebuyers earning no more than 80 percent of the area median income.
-) The HRA will provide development gap financing utilizing the CDBG funds to cover the difference between the cost to acquire and rehabilitate the property and the proceeds earned from the sale of the property.
-) Maximum reimbursement under this Agreement is \$195,000 for up to two homes.
-) The Agreement provides for HRA staff to approve the acquisition purchase price and rehab costs prior to GMHC acquiring any property.

E. LEGAL

-) An Agreement was approved by the HRA on May 16, 2016, for the expenditure of FFY 2015 funds. Approval of this Agreement would authorize expenditure of FFY 2016 funds.
-) The Agreement was prepared by HRA legal counsel.

IV. ALTERNATIVE RECOMMENDATION(S)

-) Do not approve the Agreement.

V. ATTACHMENTS

-) Resolution
-) Draft Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

-) N/A

RESOLUTION NO. _____

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH GREATER METROPOLITAN
HOUSING CORPORATION**

WHEREAS, the City of Richfield has entered into a Subrecipient Agreement with Hennepin County with respect to the use of CDBG funds from the Department of Housing and Urban Development (“HUD”) for federal fiscal year 2016; and

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) executed a Third Party Agreement (Urban Hennepin County 2016 Community Development Block Grant Program) effective July 1, 2016 (the “Authority Third Party Agreement”) with the City which provides the Authority the ability to administer the use of the fiscal year 2016 CDBG funds; and

WHEREAS, the Greater Metropolitan Housing Corporation, a Minnesota nonprofit corporation (the “Developer”), has proposed to purchase, rehabilitate, and resell two or more properties located in the City of Richfield, Minnesota (the “City”) which are eligible to be purchased, rehabilitated, and resold with CDBG funds (the “Eligible Properties”); and

WHEREAS, there has been presented before this Board of Commissioners of the Authority a Developer Agreement – Urban Hennepin County – 2016 Community Development Block Grant Program (the “Developer Agreement”), proposed to be entered into between the Authority and the Developer, pursuant to which the Authority will direct the Developer to purchase, rehabilitate, and resell one or more Eligible Properties using the CDBG funds; and

WHEREAS, the Board has reviewed the Developer Agreement and finds that the execution thereof by the Authority and the performance of the Authority’s obligations thereunder are in the best interest of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota as follows:

1. The Developer Agreement is hereby in all respects authorized, approved, and confirmed, and the Chairperson and the Executive Directed are hereby authorized and directed to execute the Developer Agreement for and on behalf of the Authority in substantially the form now on file with the Community Development Director but with such modifications as shall be deemed necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

2. The Chairperson and the Executive Director are hereby authorized to execute and deliver to the Developer any and all additional documents deemed necessary to carry out the intentions of this resolution and the Developer Agreement.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 19th day of December, 2016.

Mary Supple, Chair

ATTEST:

Doris Rubenstein, Secretary

**DEVELOPER AGREEMENT
URBAN HENNEPIN COUNTY
2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(Greater Metropolitan Housing Corporation)**

THIS DEVELOPER AGREEMENT (the “Agreement”), made and entered into as of this _____ of _____, 2016 (“Effective Date”), by and between the **Housing and Redevelopment Authority in and for the City of Richfield** (“Authority” or “HRA”), a body corporate and politic under the laws of the State of Minnesota, having its principal office at 6700 Portland Avenue, Richfield, Minnesota (“HRA”) and the **Greater Metropolitan Housing Corporation**, a nonprofit corporation under the laws of Minnesota, having its principal office at 15 South Fifth Street, Suite 710, Minneapolis, Minnesota 55402 (“Developer” or “GMHC”).

RECITALS

- A. The City of Richfield (the “City”) is a cooperating unit in the Urban Hennepin County Community Development Block Grant (CDBG) Program by virtue of a Joint Cooperation Agreement dated October 1, 2014 and executed between the Authority and Hennepin County pursuant to Minn. Stat. Section 471.59.
- B. The City executed a Subrecipient Agreement with Hennepin County (Subrecipient Agreement No. A153293SR), effective July 1, 2016 (the “Subrecipient Agreement”), which approved the use of \$195,000 of Federal Fiscal Year 2016 CDBG funds from the Department of Housing and Urban Development.
- C. The Authority executed a Third Party Agreement (Urban Hennepin County 2016 Community Development Block Grant Program) effective July 1, 2016 (the “Authority Third Party Agreement”) with the City which provides the Authority the ability to administer the use of the Fiscal Year 2016 CDBG funds.
- D. HRA desires GMHC to purchase, rehabilitate, and resell one or more properties eligible to be purchased, rehabilitated and resold with CDBG funds (the “Eligible Properties”) at the direction of HRA and GMHC has agreed to do so pursuant to the terms and conditions of this Agreement and 24 CFR 570 (the “CDBG Regulations”) and to use the CDBG funds available pursuant to the terms of the Subrecipient Agreement and Authority Third Party Agreement described above.
- E. This Agreement is intended to satisfy the requirements of 24 CFR 570.202 and the HUD Guidance so that Eligible Properties acquired by GMHC retain their eligibility for CDBG funds.

AGREEMENT

1. Scope of Work.

A. Developer. HRA hereby designates GMHC as a Developer to purchase, rehabilitate, and resell Eligible Properties at the direction of HRA in accordance with the terms

and conditions of this Agreement.

B. Memorandum of Understanding. GMHC shall purchase, rehabilitate and resell Eligible Properties based on the Memorandum of Understanding of the parties set forth in EXHIBIT A. The acquisition of one Eligible Property described in the Developer Pro Formas set forth in EXHIBIT B are preliminarily approved by the HRA and GMHC shall provide the documentation described in Section 8 to the HRA to obtain final approval for the acquisition of such property.

C. Criteria. The HRA and GMHC will work cooperatively to develop criteria for Eligible Properties that it would like to acquire under this Agreement. Such criteria shall include location, quality, price, and level of needed repairs.

D. Compliance with Required Programs. To the extent required by federal, state, and local law and regulation, GMHC agrees to comply with the program requirements of:

- 1) Hennepin County Affirmative Action Policy and Commissioners' Policies Against Discrimination;
- 2) Equal opportunity and discrimination provisions of 24 CFR Part 570 and all applicable State and Federal laws, rules, and regulations and as set forth in Section 3.02 of the Procedural Manual;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended;
- 4) 24 CFR 570.200; and
- 5) Lead based paint notification, inspection, testing and abatement procedures established in 24 CFR Part 35 as referenced in 24 CFR 570.608, including but not limited to the Lead Disclosure Rule and HUD's Lead Safe Housing Rule as set forth in Section 3.06 of the Procedural Manual; and
- 6) Fair housing requirements of section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other applicable fair housing laws and as set forth in Section 3.02 of the Procedural Manual.

GMHC further agrees to provide HRA with a timely certification that the program requirements listed in this Section have been met as required by law and this Agreement.

E. Reports. GMHC shall provide HRA on a monthly basis with a report of its activities.

F. Subrecipient Agreements. The terms and provisions of the Subrecipient Agreements described in Recitals B and C above are incorporated herein by reference and GMHC agrees to comply with the terms and provisions of such agreements to the extent applicable to the purchase, rehabilitation and resale of Eligible Properties.

2. Term. This Agreement is effective as of the Effective Date and until December 31, 2017.

3. Acquisition, Relocation and Displacement. GMHC shall be responsible for carrying out all acquisitions of real property necessary for implementation of this Agreement. GMHC shall conduct all such acquisitions in its name and shall hold title to all real property purchased and shall be responsible for preparation of all notices, appraisals, and documentation required in conducting acquisition under the regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as required under 49 CFR Part 24 and of the CDBG Program. GMHC shall also be responsible for providing all relocation notices, counseling, and services required by said regulations.

In addition, GMHC shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR 570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in 24 CFR 570.606(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974 (the Act); the relocation requirements of 24 CFR 570.606(c) governing displacement subject to Section 104(k) of the Act; and the requirements of 24 CFR 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

4. Environmental Review. Prior to a commitment of CDBG funds to purchase, rehabilitate and resell Eligible Properties, GMHC and HRA will undertake the appropriate environmental review procedures and documentation as determined, requested, or required by the County.

6. Labor Standards, Employment and Contracting. GMHC shall notify the HRA prior to initiating any rehabilitation activities, including advertising for contractual services, which will include costs likely to be subject to the provisions of Federal Labor Standards and Equal Employment Opportunity and related implementing regulations.

No CDBG funds shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. Hennepin County must be notified prior to awarding a contract. Hennepin County shall be responsible for determining the status of the contractor under this requirement, and shall notify the HRA if the contractor is or is not prohibited from doing business with the Federal government as a result of debarment or suspension proceedings.

7. Lobbying.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of GMHC, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, GMHC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8. Documentation. GMHC must maintain the following records and reports relating to Eligible Properties acquired pursuant to this Agreement: appraisals, environmental reports, purchase agreements, settlement statements, and deed document number/filing information per property. GMHC shall submit copies of the foregoing documentation to HRA with respect to any Eligible Property acquired pursuant to this Agreement.

9. Other Program Requirements. GMHC shall carry out the acquisition activities under this Agreement in compliance with all federal laws and regulations described in 24 CFR Part 570, subpart K, except that (i) GMHC does not assume HRA's environmental responsibilities described at 24 CFR 570.604; and (ii) GMHC does not assume HRA's responsibility for initiating the review process under the provisions of 24 CFR Part 52 (Intergovernmental Review of HUD Development Programs and Activities).

10. Suspension and Termination. If GMHC materially fails to comply with any term of this Agreement after written notice and an opportunity to cure, this Agreement may be terminated. The time period for said opportunity to cure will be dependent upon the relevant time period requirements of the applicable law, regulation, program, or otherwise.

11. Notice. All communications, notices, and demands of any kind which either party may be required or may desire to give to or serve upon the other shall be made in writing, and such notice shall be deemed sufficiently given if and when it is addressed to then other party as provided below and either (a) delivered personally, (b) deposited in the United States mail, registered or certified, with postage prepaid, (c) deposited with an overnight delivery service for next day delivery, or (d) telecopied:

To HRA: Richfield Housing and Redevelopment Authority
Attention Mr. John Stark, AICP, Director of Community Development
6700 Portland Avenue
Richfield, Minnesota 55423-2599
Fax: (612) 861-8974

To GMHC: Greater Metropolitan Housing Corporation
Attention: Carolyn Olson
15 South Fifth Street, Suite 710
Minneapolis, MN 55402

12. Data Practices. GMHC agrees to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable State and Federal laws, rules, and regulations relating to data privacy and confidentiality, and as any of the same may be amended.
13. Access to Records. HRA shall have the authority to review any and all procedures and all materials, notices, and documents prepared by GMHC in implementation of this Agreement.
14. Indemnification. GMHC agrees to hold harmless, indemnify and defend HRA, its elected officials, officers, agents, and employees against any and all claims, losses, or damages, including attorneys' fees, arising from, allegedly arising from, or related to, the provision of services under this Agreement by GMHC, its employees, agents, officers, or volunteer workers.
15. Independent Contractor. Nothing in this Agreement is intended, nor may be construed, to create the relationship of partners or employer/employee between the parties. GMHC, its officers, agents, employees, and volunteers are, and will remain for all purposes and services under this Agreement, independent contractors.
16. Entire Agreement. The entire agreement of the parties is contained in this document. This Agreement supersedes all previous written and oral agreements and negotiations between the parties relating to the subject matter of this Agreement except as provided in paragraph 18 of this Agreement.
17. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
18. Assignment of Agreement. The parties shall not assign this Agreement without the express written consent of the other party.
19. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by both parties.
20. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, all of which, when taken together, shall constitute one agreement.
21. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.
22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
23. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement, and the balance of this Agreement shall remain in full force and

effect and shall be binding upon the parties hereto.

24. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

25. Obligations Limited. HRA's obligation to make payments under this Agreement is limited entirely to CDBG funds being remitted to HRA in sufficient amounts and available for the purposes for which such payments are sought. HRA shall have no obligation to make payments under this Agreement from sources other than the CDBG funds described herein.

(Signature page follows)

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and GHMC has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

HOUSING AND REDEVELOPMENT AUTHORITY
AND FOR THE CITY OF RICHFIELD, MINNESOTA

By _____
Its Chairperson

By _____
Its Executive Director

GREATER METROPOLITAN HOUSING
CORPORATION

By _____
Its _____

EXHIBIT A
PROCEDURES
Memorandum of Understanding

Properties, In General:

- GMHC will identify, purchase, and rehabilitate one or more Eligible Properties on the HRA's behalf for subsequent resale to households earning at or below 80% of the Area Median Income.
- The HRA reserves the right to and GMHC agrees to identify, purchase, and rehabilitate more than two Eligible Properties in the event the HRA approves additional funds for this purpose.

Identification of Eligible Property:

- GMHC and the HRA will work cooperatively to identify Eligible Properties.
- If the HRA identifies Eligible Property, the HRA (in its sole discretion) may provide GMHC with the identity of the Eligible Property.
- If GMHC identifies Eligible Property, GMHC will provide the HRA with the identity of the Eligible Property so that the HRA may decide whether the HRA will use CDBG funds to acquire said Eligible Property.

Purchase of Eligible Property:

- GMHC will only purchase an Eligible Property after receipt of the HRA's express written consent.
- HRA may express its written consent via email to GMHC at espencer@gmhchousing.org.
- GMHC shall be responsible for the timely completion of all CDBG required documentation.
- GMHC agrees to purchase and hold the Eligible Properties in its name unless the HRA informs GMHC that the HRA desires (in the HRA's sole discretion) to hold an Eligible Property in the name of the HRA.

Rehabilitation of Eligible Property:

- After GMHC has purchased an Eligible Property, GMHC will work with the HRA to identify necessary improvements.
- GMHC and the HRA will agree in writing to a rehabilitation plan that describes, at a minimum, expenses, improvements, and deliverable dates, prior to GMHC beginning its rehabilitation efforts at that Eligible Property.
- Upon completion of the rehabilitation of each Eligible Property to the satisfaction of the HRA, GMHC will provide the HRA with all requested information, including but not limited to receipts.
- The rehabilitation plan may be amended from time to time as needed with the prior mutual consent of the HRA and GMHC.

Subsequent Resale of Certain Eligible Property to End Buyer:

- After GMHC completes the rehabilitation of an Eligible Property, GMHC will market said Eligible Property and execute a purchase agreement with an end buyer whose household income is at or below 80% of Area Median Income.
- GMHC will attempt to provide long-term affordability by working with the West Hennepin Affordable Housing Land Trust (WHAHLT) to secure a buyer.
- If WHAHLT is unable to purchase the property, the property will be sold on the open market. Purchase assistance in the form of a second mortgage will be required and buyer will be required to sign a “Right of First Refusal” document, in substantially the form set forth in “Exhibit B.”

Reimbursement of Acquisition/Rehabilitation Costs (or Payment of the Estimated Gap)

-) GMHC will use its own funds to purchase an eligible property.
-) The HRA will use HRA funds to reimburse GMHC for the “Development Gap.”
Development Gap means the estimated total development costs less the sales price of the improved property up to a maximum gap amount as shown on “Exhibit C” or other developer pro forma approved by the HRA.
-) Following the acquisition of the property, GMHC may request that the HRA provide payment in the amount of the estimated Development Gap.
-) Upon final sale of the property, if the cost to acquire and rehabilitate the property exceeds the amount of sales proceeds by more than the Development Gap amount paid by the HRA, the HRA will reimburse GMHC for that amount.
-) If the amount of sales proceeds and the Development Gap paid by the HRA exceeds the cost to acquire and rehabilitate the property, GMHC will reimburse the HRA for that amount.
-) The maximum amount of reimbursement available under this Agreement is \$195,000.

EXHIBIT B

RIGHT OF FIRST REFUSAL

This AGREEMENT is made as of the ___ day of _____, 20__, by and between _____, a single person, (marital status) and the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD, a public body corporate and politic under the laws of the State of Minnesota, whose address is 6700 Portland Avenue, Richfield, Minnesota 55423 (“Second Party”).

Recitals

A. Contemporaneously with the execution hereof, Second Party as the fee owner of the real estate described on Exhibit A attached hereto and incorporated herein (the “Property”), subject to matters of record, is conveying the Property to First Party.

B. First Party and Second Party desire to enter into this Agreement whereby First Party grants to Second Party the right of first refusal to purchase the Property.

NOW, THEREFORE, in consideration of the Recitals and of the sum of One Dollar (\$1.00) and other good and valuable consideration and of the obligations of First Party and Second Party as hereinafter set forth, First Party and Second Party agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated into and made a part of this Agreement.

2. First Refusal Right. Second Party shall have the right to purchase the Property in accordance with the terms and conditions herein (the “First Refusal Right”);

(a) First Party shall notify Second Party of First Party's desire to sell the Property or any portion thereof (“Sale Notice”) at least thirty (30) days before: (i) listing the Property for sale; (ii) making a formal offer to sell the Property to a third party; or (iii) accepting an offer from a third party seeking to purchase the Property, or (iv) any transfer of any of the First Party's interest in the Property. The Sale Notice shall describe the Property being sold, the desired closing date and any other relevant terms (as deemed by Second Party). Within thirty (30) days after receiving the Sale Notice from First Party, Second Party may elect (by giving First Party written notice of Second Party's intent to exercise its First Refusal Right) to purchase all of the Property at the Purchase Price, as determined pursuant to the formula set forth below (the “Election”). If Second Party makes the Election, First Party shall sell the Property to Second Party for the Purchase Price on reasonably agreeable closing terms.

(b) if Second Party fails to exercise its First Refusal Right within the time period specified in the preceding paragraph, then the First Refusal Right shall

automatically become null and void. Notwithstanding the foregoing, if, for any reason, First Party fails to close on the sale of the Property within twelve (12) months of the Sale Notice, its First Refusal Right shall remain in full force and effect.

(c) if Second Party exercises its First Refusal Right, Second Party shall be responsible for, and pay the cost of, having a purchase agreement drafted for the Property.

(d) The purchase price, payable by Second Party, pursuant to its exercise of the First Refusal Right, shall be established as follows:

(1) The parties shall jointly select an appraiser to determine the purchase price, which shall be fair market value.

(2) If a single appraiser cannot be agreed upon within a ten (10) day period, then each of the parties shall promptly designate in writing delivered to the other, an appraiser who has substantial experience in real estate valuation and who is unaffiliated with and otherwise unrelated to the designating party. The two appraisers shall choose a third appraiser, similarly qualified, within fifteen (15) days after their selection. If the first two appraisers do not agree upon a third within that time period, the third shall be selected by arbitration pursuant to the rules and procedures of the American Arbitration Association then in effect. Each of the three appraisers shall provide an opinion of the fair market value of the property and the purchase price shall be the average of the two (2) which are closest to each other. Each party shall bear the cost of the appraiser selected by it and one-half of the cost of the third appraiser.

(e) The closing of the Second Party's purchase of the Property as contemplated by this section (the "Closing") shall occur within one hundred eighty (180) days after the Sale Notice is given to Second Party, unless postponed or extended in writing by the parties hereto. The Closing shall take place at a mutually acceptable time and location.

3. Notices. All documents to be delivered and all correspondence and notices to be given in connection with this Agreement shall be in writing and given by personal delivery or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to First Party: [insert address and contact person]

If to Second Party: Richfield Housing and Redevelopment
Authority
Attn: Housing Specialist
6700 Portland Avenue South
Richfield, MN 55423

Each such mailed notice or communication shall be deemed to have been given to or served upon, the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns.

5. Default. Should either party default in the performance of its obligations hereunder, the other party shall have and may pursue all rights and remedies available to it hereunder, at law or in equity, or otherwise, including, but not limited to, an action for damages or specific performance.

6. Time of the Essence. Time is of the essence in the performance of this Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

8. Governing Law. This Agreement concerns real property located in the State of Minnesota and, therefore, its validity, performance, interpretation and enforcement shall be governed by Minnesota law without giving effect to the choice of laws provisions thereof.

9. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

10. Foreclosure or Deed in Lieu. In the event of foreclosure, or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property, shall automatically have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns, (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restriction.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first set forth above.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___day of _____,
_____ by _____, a _____.

Notary Public

This instrument was drafted by:
Housing & Redevelopment Authority in and for the City of Richfield, Minnesota
6700 Portland Avenue
Richfield, MN 55423

**EXHIBIT C
DEVELOPER PRO FORMA**

6521 Stevens Ave	3BR/2BA
Acquisition Costs	
Purchase Price	\$152,000.00
Closing Costs on Acquisition	\$2,500.00
Closing Credits on Acquisition	\$0.00
Total Acquisition Costs	\$154,500.00
Construction Costs	
Contract Sum	\$116,625.00
Contingency	\$4,665.00
Soft Costs (testing, survey, etc.)	
Building Plans	\$850.00
Asbestos Testing	\$750.00
Lead Assessment & Clearance	\$750.00
Radon Testing	\$200.00
Energy Audit Pre & Post	\$750.00
Appliances	\$2,500.00
Light Fixtures	\$1,200.00
Total Construction Costs	\$128,290.00
Holding Costs	
Real Estate Taxes	\$277.53
Utilities	\$100.00
Insurance	\$140.00
Property Mgmt/Misc	\$120.00
Monthly Loan Interest (4.5%)	\$901.39
Total Holding x 12 Months	\$18,467.08
Disposition Costs	
Realtor Fee (5.5%)	\$12,919.50
TISH/Appraisal	\$200.00
Home Warranty	\$449.00
Closing Costs (1%)	\$2,349.00
State Deed Tax (.0034)	\$798.66
Seller-Paid Costs - 3%	\$0.00
Developer Fee - 8%	\$25,437.86
Total Disposition Costs	\$42,154.02

TOTAL DEVELOPMENT COSTS	\$343,411.10
Resale Price	\$234,900.00
Gross Profit (Loss)	-\$108,511.10
MAX GAP	\$195,000



STAFF REPORT

HOUSING AND REDEVELOPMENT AUTHORITY MEETING DECEMBER 19, 2016

REPORT PREPARED BY:	JULIE URBAN, HOUSING SPECIALIST <small>NAME, TITLE</small>
REPORT PRESENTER:	KAREN BARTON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> <small>SIGNATURE</small>
REVIEWED BY EXECUTIVE DIRECTOR:	<input checked="" type="checkbox"/> <small>SIGNATURE</small>

ITEM FOR HRA CONSIDERATION:
Consideration of a resolution authorizing the purchase of real property located at 6625 2nd Avenue through the Richfield Rediscovered Program.

I. RECOMMENDED ACTION:
By Motion: Approve the resolution authorizing the purchase of real property located at 6625 2nd Avenue through the Richfield Rediscovered Program.

II. EXECUTIVE SUMMARY

The property at 6625 2nd Avenue became tax forfeit in August 2016. The house was evaluated by the Housing and Redevelopment Authority's (HRA) inspector and determined to be substandard. The house was appraised by the County at \$95,000.

The HRA would acquire the property for \$98,249, which includes the property value plus the fees charged by the State for tax forfeited property. Subsequently, the

house will be demolished and the 50-foot wide vacant lot marketed for sale through the Richfield Rediscovered Program.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

-) Staff became aware of the blighted property, noting that it was in a tax forfeiture status.
-) The 724 square-foot house has two bedrooms and one bath and was built in 1932.
-) An independent evaluation was conducted and concluded that the house is structurally and functionally substandard, containing many code and structural deficiencies that would be cost-prohibitive to correct.

B. POLICY

-) The 2008-2018 Richfield Comprehensive Plan states as policy:
 - o Encourage the creation of “move-up” housing through new construction and home remodeling.
 - o Promote the development of a balanced housing stock that is available to a range of income levels.
-) Through the City’s Richfield Rediscovered Program, the HRA purchases and removes substandard and functionally obsolete housing and replaces it with newer, higher valued homes.

C. CRITICAL TIMING ISSUES

-) The County offers the HRA the first right to purchase tax forfeited properties. If the HRA declines to purchase the property, it will be sold at public auction.
-) The County requires a resolution from the HRA, requesting purchase of the property. Once the County receives the resolution and payment, the State will provide the HRA with a deed to the property.
-) The price of \$98,249 is valid through January 6, 2017.
-) Demolition will occur this spring.

D. FINANCIAL

-) The property was appraised at \$95,000. The County charges fees of \$3,249 for a total acquisition cost of \$98,249.
-) Funding is available for this acquisition in the HRA’s 2016 Budget under the Richfield Rediscovered Program.

E. LEGAL

-) HRA legal counsel will review the deed provided by Hennepin County and will take steps necessary to provide clear title to the property.

IV. ALTERNATIVE RECOMMENDATION(S)

-) Do not authorize the purchase of the property.

V. ATTACHMENTS

-) Resolution
-) Photo of existing structure
-) Hennepin County Land Cost Sheet

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

-) None

HRA RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY
LOCATED AT 6625 2ND AVENUE**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (“the HRA”) desires to purchase certain real property pursuant to and in furtherance of the Richfield Rediscovered Program, said property being described as:

6625 2nd Avenue

Legal: North ½ of the West ½ of Lot 1, “Goodspeed’s Second Plat, Richfield, Minnesota”

Also described as: The North 50 feet of West ½ of Lot 1, “Goodspeed’s Second Plat, Richfield, Minnesota

WHEREAS, the HRA is authorized by Minnesota Statutes Section 469.012 to acquire real property within its area of operation; and

WHEREAS, Housing and Redevelopment Fund money is available for acquisition purposes.

NOW THEREFORE, BE IT RESOLVED, by the Housing and Redevelopment Authority in and for the City of Richfield:

1. The purchase price for the property is approved at \$95,000 plus administrative fees, not to exceed \$98,249.
2. The Chairperson and Executive Director are authorized to execute a quit claim deed and to take other actions necessary to purchase the property for the amount set forth in this Resolution.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota on this 19th day of December, 2016.

Mary B. Supple, Chair

ATTEST:

Doris Rubenstein, Secretary

6625 2nd Avenue



From: Tammy Garcia - Hennepin County Tax Forfeited Lands
Date: 12/07/16
Call 612-543-2427

NER# 024106

PURCHASE COSTS: 27-028-24-42-0082

Market Value	\$95,000.00
Specials After Forfeiture - Delq. Utilities	\$0.00
Assurance Fee (3%)	\$2,850.00
State Deed Preparation Fee:	\$25.00
Filing Fees: (TFL to file deed)	\$51.00
State Deed Tax: (\$ 1.70 per \$500 or part thereof)	\$323.00
TFL Holding Costs per State Statute 282.01 Subd 1.*	\$0.00
IF FULL PAYMENT REQUIRED:	Total: \$98,249.00

Date Prepared: 12/7/16

***Valid Through: 1/6/17**

Must be postmarked NO LATER than 1/6/17

**CERTIFIED FUNDS PAYABLE AT TIME OF APPLICATION
MAKE PAYABLE TO: HENNEPIN COUNTY TREASURER
SUBJECT PARCEL: 6625 2nd Ave S.
PID NUMBER: 27-028-24-42-0082**

PREPARED FOR: Julie Urban
612-861-9778 jurban@cityofrichfield.org

Calculated: 07-Dec-16

***Hennepin County reserves the right to update costs at anytime**