



**REGULAR HOUSING AND REDEVELOPMENT AUTHORITY MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
AUGUST 19, 2019
7:00 PM**

Call to Order

Approval of the minutes of the Regular Housing and Redevelopment Authority meeting of July 15, 2019.

AGENDA APPROVAL

1. Approval of the Agenda
2. **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 the approval of a Professional Service Agreement with People with CAPES to provide a needs assessment at Richfield Towers.

Staff Report No. 28

3. Consideration of items, if any, removed from Consent Calendar

RESOLUTIONS

4. Consideration of resolutions approving proposed property tax levy for payable 2020 for certification to Hennepin County.

Staff Report No. 29

HRA DISCUSSION ITEMS

5. HRA Discussion Items

EXECUTIVE DIRECTOR REPORT

6. Executive Director's Report

CLAIMS AND PAYROLLS

7. Claims and Payrolls

8. 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

July 15, 2019

CALL TO ORDER

The meeting was called to order by Chair Supple at 7:07 p.m. in the Bartholomew Room.

HRA Members Present: Mary Supple, Chair; Pat Elliott; Maria Regan Gonzalez; Sue Sandahl; and Erin Vrieze Daniels.

Staff Present: John Stark, Executive Director; Katie Rodriguez, City Manager; LaTonia DuBois, Administrative Assistant.

APPROVAL OF THE MINUTES

M/Vrieze Daniels, S/Regan Gonzalez to approve the Regular Housing and Redevelopment Authority meeting of June 17, 2019.

Motion carried 5-0.

Item #1	APPROVAL OF THE AGENDA
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M/Sandahl, S/Vrieze Daniels to approve the agenda.

Motion carried 5-0.

Item #2	PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE SALE OF 6812 EMERSON LANE AND THE APPROVAL OF A CONTRACT FOR PRIVATE DEVELOPMENT BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY AND ENDRES CUSTOM HOMES, INC. FOR THE CONSTRUCTION OF FIVE SINGLE FAMILY HOMES UNDER THE RICHFIELD REDISCOVERED PROGRAM (S.R. NO. 27)
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Executive Director Stark presented Staff Report No. 27.

Executive Director Stark addressed questions submitted by neighbors prior to this meeting.

Executive Director responded to questions from Commissioner Vrieze Daniels and Chair Supple.

Chair Supple opened the public hearing.

Chuck Strauch, resident of 6601 Emerson Avenue, expressed concerns regarding property tax, how much the City has invested and how much more money the City will invest in the property and increased police and fire calls. Stated he would like the property left alone and sold to the neighbors.

Steve Archer, resident of 6720 Emerson Avenue, expressed concerns with the elevation of the new homes and would like three homes considered. Also expressed concerns with the current condition of the land.

Jody Powell, resident of 6800 Emerson Lane, inquired about the terms of the contract relating to the builder having purchase agreements by December 31 and not paying anything to hold the property until then. She also expressed concerns related to privacy fences and said five houses felt unnatural.

Sandi Sween, resident of 7121 Oak Grove Blvd, expressed concerns about building height and pollution from freeway and having kids live in the new homes. Suggested other uses would be more beneficial.

April Pream, resident of 6639 Emerson Avenue, spoke of how the proposal disrupts the landscape of existing homes and would have a negative impact on current resident's feelings about their own property. Expressed water run off concerns and potential costs that could be passed on to current residents.

John Powell, resident of 6800 Emerson Lane, expressed concerns with developments impact on the neighborhood. Does not believe five homes would be right. Powell asked if the neighborhood could be involved with the development if it goes forward and have an input regarding landscaping, privacy and the homes.

M/Vrieze Daniels, S/Sandahl to close the public hearing.

Motion carried 5-0.

Chair Supple inquired about the cost to the City. Executive Director Stark explained the costs to date and explained the intent and what is written in the contract is that the City would not incur any further expenses once Mr. Endres takes title to the property, the City may incur minimal holding costs for maintaining the property until Mr. Endres takes title. Executive Director Stark explained the extraordinary utility costs Mr. Endres is incurring to develop the land. Executive Director Stark mentioned if approved this would need to go to the City Council for sub division waiver approval. Executive Director explained the Housing and Redevelopment Authority (HRA) is not charging holding fees because it is not the practice of the HRA to charge holding costs.

Executive Director Stark addressed the privacy fences and screening concerns, expressing that the City has not seen the landscaping plan yet and the City would continue to listen to input from the neighborhood regarding screening.

Resident Chuck Strauch asked what it will cost the City for the road and utilities. Executive Director Stark explained cost for the road and utilities to the HRA would be zero, the developer will pay for the road and the City only has to pay to maintain the land until closing on the property.

Commissioner Sandahl inquired about future maintenance of the new road. Executive Director Stark explained the City would maintain the road as it does all roads in the City.

Commissioner Sandahl inquired about the term “hammer head” listed on the plans. Executive Director Stark explained “hammer head” refers to the road design which allows fire trucks to enter and exit the property.

Commissioner Regan Gonzalez asked Executive Director Stark to explain the sub division waiver. Executive Director Stark explained the sub division waiver.

Commissioner Regan Gonzalez asked that what was discussed at the previous work session regarding property tax, building the homes verses selling the property be reviewed. Commissioner Vrieze Daniels read the notes from the work session. Executive Director Stark explained the taxes would be aggregate.

Chair Supple asked about landscaping being part of the motion.

Commissioner Elliott mentioned working with neighbors to address landscaping concerns. Executive Director Stark stated the motion would include that the Executive Director would need to approve landscaping plans and stated that the concerns would be taken seriously.

M/Sandahl, S/Supple to adopt a resolution authorizing the sale of 6812 Emerson Lane to Endres Custom Homes Inc. and authorize execution of a Contract for Private Development between the Housing and Redevelopment Authority and Endres Custom Homes, Inc. for the construction of five single family homes under the Richfield Rediscovered Program, with the understanding that the Executive Director would be responsible for final approval of the landscaping plan and the neighbors will be consulted in terms of landscaping, screening and privacy.

Commissioner Vrieze Daniels stated she was torn about this project, mentioned holding cost, sale price and future development opportunities on the site.

Commissioner Elliott stated the Housing and Redevelopment Authority and the neighbors are not crazy about putting five homes on a small piece of land, the street is boxed in and he is against the project. There are grading concerns, the project is overcrowding and is beneath what Richfield aspires to.

Commissioner Sandahl spoke in favor of the project, recovery from taxes and how other developments in the City on smaller sites have worked. They will be nice homes for families and will be a plus for the community, providing more homes for families and disagreed that the area would be crowded. Executive Director Stark explained lot sizes.

Commissioner Regan Gonzalez asked about what would happen to the land if this project was not approved. Executive Director Stark explained that it would depend and how developing three or four homes could be economically unfeasible for a builder.

Commissioner Elliott inquired about what would happen if the builder did not have five purchase agreements by the deadline. Executive Director Stark explained the development agreement would become invalid. Commissioner Elliott mentioned other projects that sat around too long. Executive Director Stark stated that the project would come back to the Housing and Redevelopment Authority for review if the builder did not fulfill the terms of the contract.

Commissioner Sandahl spoke in favor of Endres Custom Homes, Inc.

Commissioner Regan Gonzalez asked about other options could be considered. Commissioner Elliott spoke of homeowners and believes the homeowners have a desire to purchase the property and would like to give the homeowners another shot.

Commissioner Sandahl spoke of current untended condition of site and believes it will provide upscale housing.

Executive Director Stark spoke of time constraints of project relating to future work being planned by Public Works and the current housing market.

Chair Supple mentioned the water run off situation and wants to make sure it is clearly looked at by engineering staff.

Commissioner Sandahl stated it is a good opportunity that may not come back. Commissioner Vrieze Daniels stated that she agrees with giving the development a shot.

Dustin Endress, of Endress Custom Homes, Inc., addressed drainage concerns and spoke of how building four homes opposed to five would not change anything other than driving up the cost of the four homes. Five homes are required to cover the cost of the road without being priced higher than other homes.

Chair Supple took the vote.

Motion carried 3-2, with Commissioners Regan Gonzalez and Elliott voting against the proposal.

Item #5	HRA DISCUSSION ITEMS
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None

Item #6	EXECUTIVE DIRECTOR REPORT
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Executive Director Stark shared construction updates for the Chamberlain Apartments. Commissioner Sandahl inquired about another tour of the Chamberlain Apartments to which Executive Director Stark stated he would look into.

Item #7	CLAIMS AND PAYROLLS
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M/Vrieze Daniels, S/Sandahl that the following claims and payroll be approved:

U.S. BANK	07/15/2019
Section 8 Checks: 130876 – 130956	\$161,184.20
HRA Checks: 33658 - 33688	\$189,925.08
TOTAL	\$351,109.28

Motion carried 5-0.

Item #8	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:28 p.m.

Date Approved: August 19, 2019

Mary B. Supple
HRA Chair

LaTonia DuBois
Administrative Assistant

John Stark
Executive Director



STAFF REPORT NO. 28
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING
8/19/2019

REPORT PREPARED BY: Julie Urban, Housing Manager
OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
8/5/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Professional Service Agreement with People with CAPES to provide a needs assessment at Richfield Towers.

EXECUTIVE SUMMARY:

The Housing and Redevelopment Authority (HRA) 2019 Budget set aside \$5,000 for a Rental Housing Support pilot program to support and strengthen the City's apartment community. For the pilot program, the nonprofit group, "People with CAPES" has been hired to conduct an assessment of needs at Richfield Towers (7717 Chicago Avenue), a project-based Section 8 apartment community for people who are 62 years and older or disabled.

People with CAPES will work on-site at Richfield Towers for 10-15 hours a week over a period of 12 weeks, building relationships with both residents and management staff. People with CAPES will assess needs and identify gaps in services and provide a written report to staff at the end of the assessment period. At a minimum, People with CAPES will develop recommendations and strategies in the areas of hoarding, the inspections process, communications, and tenants rights and responsibilities. The cost for the 12 weeks of services is \$5,000.

RECOMMENDED ACTION:

By motion: Approve a Professional Service Agreement with People with CAPES to provide a needs assessment at Richfield Towers.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Richfield Towers, 7717 Chicago Avenue, is a 150-unit, project-based Section 8, independent living apartment building for people who are 62 years and older or disabled.
- People with CAPES provides supportive services through the Economic Development Authority's Kids@Home Program. They have extensive knowledge and experience providing advocacy, parenting, education and support services to individuals, families, teens and children, including people with disabilities.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- In 2018, the HRA and City Council adopted a work plan for strengthening City's apartment community. The creation of a Rental Housing Support component in the Budget and subsequent

funding for a pilot program is part of these efforts.

C. CRITICAL TIMING ISSUES:

- People with Capes began working at Richfield Towers on August 5 and will be on-site for 10-15 hours a week through October 25, 2019.
- The results of the assessment will be used to develop a broader Rental Housing Support program for 2020.

D. FINANCIAL IMPACT:

- The cost of the services is \$5,000.
- The 2019 HRA Budget designates funding for a Rental Housing Support pilot program.

E. LEGAL CONSIDERATION:

- Staff and the HRA Attorney determined that signing a Professional Services Agreement with People with Capes is appropriate and should be ratified by the HRA.
- The HRA Attorney reviewed the Agreement.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the Professional Service Agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Professional Services Agreement	Contract/Agreement

PROFESSIONAL SERVICE AGREEMENT

People with CAPES

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) made and entered into by and between the Housing and Redevelopment Authority in and for the City of Richfield, State of Minnesota, hereinafter referred to as the “HRA”, and People with CAPES hereinafter referred to as “the Contractor”.

WITNESSETH:

WHEREAS, the HRA wishes to purchase the services of the Contractor;
and

WHEREAS, the Contractor wishes to provide the services to the HRA.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the HRA and the Contractor agree as follows:

1. **SCOPE OF SERVICES AND TERM**

The Contractor shall perform the work as described in Exhibit A to this Agreement, which is incorporated herein by reference.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.

The Contractor shall not perform any additional services without the express written permission of the HRA.

This Agreement is effective beginning August 5, 2019 and will be in effect until October 31, 2019, unless cancelled by either party under paragraph 12 of this Agreement.

2. **PAYMENT FOR SERVICES**

Invoices may be submitted monthly. Payment for services shall be made directly to the Contractor by check. Invoices shall be of sufficient detail for the HRA to determine the activity and personnel for which payment is

being made. Payment shall be made within 30 days of receipt of an invoice by the HRA. The total payments for services provided under this agreement shall not exceed 5,000.00.

The HRA shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes from payments made under this Agreement.

If the HRA objects to all or any portion of any invoice, the HRA shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 7 of this Agreement.

3. INDEPENDENT CONTRACTOR

The Contractor shall select the means, method, and manner of performing the services herein in consultation with the HRA. Nothing is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Contractor and the HRA or as constituting the Contractor as the agent, representative, or employee of the HRA for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while engaged in the performance of any work or services required by this Agreement shall have no contractual relationship with the HRA, and shall not be considered employees of the HRA. The Contractor shall also supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement.

Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment, including, without limitation, claims of discrimination against The Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of the HRA. The Contractor shall indemnify and hold the HRA, its officers and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. The Contractor, anyone directly or indirectly employed by the Contractor, subcontractors of the Contractor or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the HRA, including, without limitation, tenure rights, insurance benefits, sick and vacation leave, workers'

compensation benefits, unemployment compensation, disability, severance pay, retirement benefits (including but not limited to PERA).

4. NONDISCRIMINATION

The HRA operates in accordance with the City of Richfield's policies against discrimination. The Contractor shall abide by all City policies, as well as all applicable Federal and State laws, against discrimination including, but not limited to, Minn. Stat. § 181.59.

5. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the HRA, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

6. INSURANCE

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The HRA shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the HRA a Certificate of Insurance as evidence that the above coverages are in full force and effect.

7. DISPUTE RESOLUTION. The Parties shall cooperate and use their best efforts to ensure that the various provision of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions

of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Hennepin County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name, followed by the Contractor, and shall continue in that order until one name remains.
- B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

8. RECORDS - AVAILABILITY

The Contractor agrees that the HRA, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Records shall be retained for three years from date of final payment with respect to the project. All reports, memos, and other data produced by the Contractor shall become the property of the HRA.

9. DATA PRACTICES COMPLIANCE

This contract is governed by Minnesota Statutes, § 13.05, subds. 6 and 11, the provisions of which are incorporated by reference into this contract. The HRA agrees to give the Contractor access to data collected or maintained by the HRA as necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the HRA consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.02 et seq. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the HRA. The Contractor agrees to indemnify the HRA from any claim, liability, damage or loss asserted against HRA as a result of the Contractor's failure to comply with the requirements of this paragraph; provided that the Contractor shall have no duty to defend or indemnify where the Contractor has acted in conformance with the HRA's written directions. Upon termination of this contract, the Contractor agrees to return data to the HRA, as requested by the HRA.

10. NON-ASSIGNMENT

The Contractor shall not assign, subcontract, transfer, or pledge this contract and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the HRA. To the extent that the HRA consents to the subcontracting of any of the services of this agreement, the Contractor agrees to bind every subcontractor by the applicable terms, conditions, and provisions to the subcontractor's work as set forth in this Agreement, unless otherwise specifically agreed otherwise in writing by the HRA, and to pay every subcontractor within 10 days of receipt of payment from the HRA pursuant to Minn. Stat. § 471.425.

11. MERGER AND MODIFICATION

It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

12. DEFAULT AND CANCELLATION

The HRA shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Contractor.

If the Contractor refuses or fails to complete the tasks described in paragraph 1, or to complete the services in a manner satisfactory to the HRA, the HRA may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10) days to cure, to the satisfaction of the HRA. If the Contractor fails to cure, the HRA shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated in paragraph 14.

In the event of termination, the HRA shall only be responsible to pay for all services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the HRA.

13. CONTRACT ADMINISTRATION

In order to coordinate the services of the Contractor with the activities of the HRA so as to accomplish the purposes of this contract, Julie Urban, Housing Manager, shall manage this contract on behalf of the HRA.

In addition, from time to time, meetings shall be held between the Contractor and HRA staff. The Contractor may also report directly to the HRA Board of Commissioners.

14. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement shall be in writing.

Notices shall be sent as follows:

Community Development Department
ATTN: Julie Urban
6700 Portland Avenue South
Richfield, MN 55423

People with CAPES
ATTN: Tamara Whear
7132 Portland Avenue South
Richfield, MN 55423

15. GENERAL PROVISIONS

- A. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- B. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the HRA.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- D. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- E. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the HRA.
- F. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- G. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

The Contractor having signed this contract, and the HRA having duly approved this contract on August 19, 2019, and pursuant to such approval and the proper HRA officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

**RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY
STATE OF MINNESOTA**

By: _____
Mary B. Supple, Chairperson

By: _____
John Stark, Executive Director

PEOPLE WITH CAPES

By: _____
Its

By: _____
Its

EXHIBIT A
SCOPE OF WORK

The City is interested in better understanding the needs of residents and management at Richfield Towers, what might be done to address concerns, and what additional support might be needed. To that end, People with Capes will provide a presence at Richfield Towers for 10-15 hours a week over a period of 12 weeks. During this 12-week period, People with Capes will:

1. Assess the needs and concerns of residents.
2. Identify gaps in services.
3. Assess the needs of property management.
4. Assess sources of conflict.
5. Provide regular updates to City staff to report observations and evaluate progress.

At the end of the 12-week period, People with CAPES will provide the City with a written report on what has been observed and offer recommendations for addressing concerns and challenges.

Specific areas to develop recommendations and strategies include, but are not limited to:

1. Hoarding
2. Inspections process
3. Communications
4. Tenant rights and responsibilities training



STAFF REPORT NO. 29
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING
8/19/2019

REPORT PREPARED BY: Chris Regis, Finance Director
OTHER DEPARTMENT REVIEW: Katie Rodriguez, City Manager

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
8/13/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of resolutions approving proposed property tax levy for payable 2020 for certification to Hennepin County.

EXECUTIVE SUMMARY:

The bylaws of the Richfield Housing and Redevelopment Authority (HRA) require that an annual budget be submitted to the HRA Commissioners for approval. Accordingly, the 2020 Proposed Budget and Tax Levy and 2019 Revised Budget are presented for approval.

In addition, Minnesota State Statutes require adoption of a preliminary tax levy from each taxing authority. The proposed tax levy must be certified to the Hennepin County Auditor by September 30, 2019. Any amendments to the proposed budget, which would increase the property tax levy, must be made prior to September 30, 2019. No increases in the tax levy are permissible after that date, only reductions. Final certification of the HRA tax levy is part of the City's budget process.

The tax levy as proposed represents a 3.00% increase from the previous year's levy.

RECOMMENDED ACTION:

By Motion: Adopt the attached resolutions approving the 2020 Proposed Housing and Redevelopment Authority Budget and Tax Levy and 2019 Revised Housing and Redevelopment Authority Budget.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

N/A.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Minnesota Statutes require adoption of a preliminary levy from each taxing authority.
- The budget and accompanying proposed levy for 2020 are ready for consideration.
- Even though a public hearing for the HRA tax levy is not required by State Statute, this does not preclude the HRA from opening this item up for public discussion if the HRA desires to do so.

C. **CRITICAL TIMING ISSUES:**

- As required by State Statutes, each taxing authority must certify its proposed tax levy for the payable year 2020 to the County Auditor on or before September 30, 2019.

D. **FINANCIAL IMPACT:**

- The Proposed 2020 HRA levy represents a 3.00% increase from the previous year's levy. This

equates to a \$17,869 increase.

- The levy is approximately \$51,081 less than the maximum HRA levy established by law of the .0185% of the City's total taxable market value net of market value exclusion.

E. LEGAL CONSIDERATION:

N/A.

ALTERNATIVE RECOMMENDATION(S):

- The HRA could adopt a preliminary levy less than the one proposed herein. However, that would not provide for programs that are recommended in the 2020 Proposed/2019 Revised budget.
- The HRA could also adopt a higher preliminary levy than is being recommended. Staff's recommendation was based on: a) the projected financial requirements of the HRA for 2020, and; b) the overall tax burden on property owners for the combined City, HRA and EDA levies.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

	Description	Type
□	2020 HRA Budget and Tax Levy	Resolution Letter
□	2019 HRA Revised Budget Resolution	Resolution Letter

HRA RESOLUTION NO.

**RESOLUTION APPROVING PROPOSED 2020 HOUSING AND REDEVELOPMENT
AUTHORITY BUDGET AND CERTIFYING THE 2020 TAX LEVY**

BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Richfield, Minnesota as follows:

Section 1. The budget for the Housing and Redevelopment Authority General Fund of Richfield for the year 2020 in the amount of \$552,870 is hereby ratified.

Section 2. The estimated gross revenue of the Housing and Redevelopment Authority General Fund of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2020, and as the same are more fully detailed in the Executive Director's official copy of the budget for the year 2020, in the amount of \$631,530 is hereby approved.

Section 3. There is hereby levied upon all taxable property in the City of Richfield an ad valorem tax in 2019, payable in 2020 for the following purposes:

Housing and Redevelopment Authority	\$612,650
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Section 4. A certified copy of this resolution shall be transmitted to the County Auditor.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 19th day of August, 2019.

Mary Supple, Chair

ATTEST:

Erin Vrieze Daniels, Secretary

RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF THE 2019 BUDGET OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF RICHFIELD

WHEREAS, Resolution No. 1309 appropriated funds for personal services and other expenses and capital outlay for the Housing and Redevelopment Authority for the year 2017, and

WHEREAS, The Executive Director has requested a revision of the 2019 budget as detailed in the 2020 budget document.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of Richfield, Minnesota as follows:

Section 1. That the 2019 appropriation for the Housing and Redevelopment Authority General Fund is revised as follows:

\$38,670 increase

Section 2. Estimated 2019 gross revenue of the Housing and Redevelopment Authority General Fund from all sources, as the same is more fully detailed in the Executive Director's official copy of the 2019 budget document, are hereby revised as follows:

\$3,260 increase

Section 3. That the Executive Director bring into effect the provisions of this resolution.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 19th day of August, 2019.

Mary Supple, Chair

ATTEST:

Erin Vrieze Daniels, Secretary