



HOUSING & REDEVELOPMENT AUTHORITY AGENDA

PUBLIC MEETING ROOM

MONDAY, DECEMBER 12, 2022

6:00 PM

1. Call to Order
2. Approval of the Minutes
3. Program Reports
 - A. Robinwood Manor- Monthly Operating and Budget Statement
 - B. Public Housing- Monthly Operating and Budget Statement
 - C. Scattered Site -- Monthly Operating Budget Statement
4. Public Hearings
5. Items for Discussion
 - A. Service Agreement with HCI Mobile Home Coordinator
 - B. Lease Agreement
 - C. Discuss Housing and Redevelopment Authority taking over Elderly Housing Cooperation
 - D. Faribault Downtown Central LLC with HRA/EDA Program Guidelines
 - E. General Discussion Regarding Blight
 - F. Public Housing Capital Improvement Plan
 - G. FY 2023 Fair Market Rent
 - H. 2023 Contract Bids
6. Adjournment

Faribault Housing and Redevelopment Authority
Meeting Minutes
November 14, 2022

1. Call to Order / Approval of the Agenda

Chair Speckhals called the meeting to order at 6:03 p.m.

Members Present: Loni Ahlers, Narren Brown, Travis Kath, Brendan Kennedy, Travis McColley, Jonathan Wood, and Chair Matthew Speckhals

Members Absent: None.

Also Present: Deanna Kuennen, Interim Community and Economic Development Director, David Wanberg, and Nicole Wickliffe and Attorney, Scott Riggs joined via Zoom.

2. Minutes

A. Minutes of October 10, 2022.

A motion was made by Brown to approve the minutes of October 10, 2022 seconded by Wood as presented. Motion carried on a 7/0 vote.

3. Program Reports

A. RAD Repositioning

The RAD Repositioning is now in the closing stage. This means that the RAD Conversion Commitment (RCC) was issued and a RAD Closing Coordinator has been assigned who will be assisting with the conversion.

A kick-off call including the RAD Closing Coordinator, HUD Counsel, and PHA Staff/Consultants/Legal Counsel took place at the end of October. The local Team is working to upload the entire closing packet to the RAD Resource Desk so that HUD can start their review. Staff also met with the Rice County HRA Staff to coordinate the transition.

Nicole Wickliffe from RECAP Advisors was available via Zoom and explained the upcoming closing of the RAD repositioning to hopefully take place at the end of the year. She mentioned that the baselines rents will be increasing which the expected increase of the COLA from 3 or 4% to 7 or 9%. This would mean a possible increase on each unit from \$40 to \$50 each. Attorney Riggs spoke about the numerous documents his law firm has been working on; he indicated that they may have them ready for review by the end of this week.

There will be another tenant meeting on 11/23 to discuss the signing of the new leases. Kim Clausen then went over the new lease agreement and indicated the slight changes removing some HUD language and including some information regarding insurance. The

biggest change may be the notice period being reduced to 30 days instead of 60 days.

A motion was made by McColley, seconded by Wood to Approve Resolution 2022-15 Resolution Electing Managers to the Faribault HRA LLC as presented. Motion carried on a 7/0 vote.

4. Property Reports

A. Robinwood Manor - Monthly Operating and Budget Statement

Rand went over the report as presented in the packet for the month of October which included occupancy at 96% no turnovers and there is one vacancy due to a fire with a move out on 10/14/2022.

Extraordinary Expenses included Lamperts Oak Door #219 \$382.99, Virg's Appliance \$1,952.16 Refrigerator #205, #108.

Routine Maintenance included \$9,229.02 (Xcel, City Water, Flom Disposal, Property Pros Lawn Care, Cintas, Culligan Water Softener Salt, All Pro Cleaners, Shofcorp Data Processing, Metronet Holdings Phone, Jimmie Larkin Fire Alarm Monitoring, Minnesota Elevator Monitoring, Tom's Lock & Key, Virg's Appliance)

A motion was made by McColley and seconded by Brown to receive and file the property reports as presented. Motion carried on a 7/0 vote.

B. Public Housing - Monthly Operating and Budget Statement

Rand went over the report for the month of October for Public Housing with an occupancy at 98%; zero turnovers and a vacancy of one move out on 10/11/2022.

Extraordinary Expenses included Kennedy & Graven, Declaration of Trust \$616.80, Recap Advisors RAD Conversion \$10.000, Faribault Interiors \$475, Bathroom Vinyl, Virg's Appliance 1520 Western Refrigerator \$954.

Routine Maintenance included \$10,814.54 (HD Supply, Lampert's, Property Pros Lawn Care/Repairs, Tom's Lock & Key, Xcel, City of Faribault Water, Flom Disposal, All Pro Cleaners, Bluefin, B & B Drain Cleaning, Bug Busters, Faribo Air Conditioning & heating, Faribault Interiors, Utility Reimbursements)

A motion was made by McColley and seconded by Kennedy to receive and file the property reports as presented. Motion carried on a 7/0 vote.

C. Scattered Sites - Monthly Operating and Budget Statement

Refer to the report for detailed information.

A motion was made by Ahlers and seconded by McColley to receive and file the property reports as presented. Motion carried on a 7/0 vote.

5. Public Hearings

None.

6. Items for Discussion

A. Board and Commission Members-Appreciation Dinner

On December 7th, 2022 there will be an Appreciation Dinner for Board and Commission members. We will need one or two HRA board members to present HRA's accomplishments in 2022.

After some discussion, the Board felt that it be known that spouses should be invited to attend as well. As for the one hour event before the dinner. Commissioners Kennedy, Brown and Chair Speckhals agreed to sit at the table on behalf of the HRA to discuss their roles as board members.

B. Van Replacement

The replacement of the maintenance van was included in a previous year's budget. However, the replacement did not occur at that time. Recently, the van was deemed inoperable. Staff have requested three bids for a replacement van from local dealerships, and to date have received one back. Staff is seeking authorization to amend the current year's HRA budget to purchase a replacement vehicle - and authorization to order/acquire a maintenance van. Much discussion took place in an effort to reduce the cost associated with acquiring a new van for our full-time maintenance person. The board then came to a conclusion that they would cap the top dollar at \$45,000 and reduce the expenditure based on the age of the potential vehicle being purchase. The main hurdle here is delivery time for any vehicle. In these times (post-COVID), most things are hard to get and may take up to one year to acquire. Another question that was asked was "who pays the insurance?" and, "who pays the gas?"

A motion was made by Kennedy, seconded by Ahlers to approve funds to purchase a new maintenance van with the conditions of capping the new price at \$45,000 and used, less than 2 years old at \$40,000 and older at \$30,000. Motion carried on a 7/0 vote.

C. Service agreement with HCI Mobile Home Coordinator

At the October HRA meeting, Sandy Malecha from Healthy Community Initiative (HCI) presented a request for funding to help support a newly created Mobile Home Coordinator position. As part of the presentation, an overview of the condition and issued with the Rice County manufactured home parks was provided, as well as an overview of the role and impact of the Mobile Home Coordinator. The HRA agreed to provide funding in the amount of \$55,000 for two years. Staff has been working with legal counsel to prepare a service agreement with HCI. The service agreement will outline the expectations and obligations of HCI in return for \$55,000 from the HRA for two years.

If the draft agreement is available before the November HRA meeting, Staff will present it at the meeting. If it is not prepared and ready, this item will be tabled until a later meeting. An approved and executed service agreement will be necessary to provide the funding.

A motion was made by Wood, seconded by Brown to table the recommendation regarding the Service Agreement with Healthy Community Initiative (HCI) related to funding for the Mobile Home Coordinator for two years as presented. Motion carried on a 7/0 vote.

D. Resolution 2022-11 and Resolution 2022-12- Approving 2023 HRA Budgets

Annually, the HRA must approve a budget for the HRA, Robinwood, Public Housing, and Scattered-Site City Rentals. Over the last few months, the HRA has been discussing 2023 programming priorities. Based on these discussions, and based on the funding decisions that the HRA has committed to - the following budgets are being presented for review and approval: 280, 241, 898 and 211.

After much discussion about special programs and budget items. Brown asked that Rand put together a summary of the “known numbers” for the special programs for the last 10 years to review.

A motion was made by McColley, seconded by Brown to approve Resolution 2022-11 Adopting the FY 2023 HRA Budgets as presented. Motion carried on a 7/0 vote.

Another motion was made by Brown, seconded by McColley to approve Resolution 2022-12 Adopting the FY 2023 Faribault Public Housing Budget as presented. Motion carried on a 7/0 vote.

E. Resolution 2022-13 Establishing the HRA Downtown Revitalization Program Policy

At the October HRA meeting, Nort Johnson, representing Faribo Downtown Central LLC (FDC), provided an update on the \$500,000 funding request with additional details on how the funds would be used in both Phase 1 and Phase 2. The HRA recommitted to providing the funding based on the new project understanding. Since then - Staff have worked with the City Attorney to draft a Downtown Revitalization Program Policy and an accompanying application in order to allow the HRA to provide funding to Faribo Downtown Central LLC (FDC). Per the City Attorney, a policy must be adopted and the HRA must follow any/all business subsidy laws. The attached program policy adheres to the state's business subsidy laws, and formalizes the HRA's conditions associated with the \$500,000 funding commitment. Please note - this policy closely mirrors the policy approved by the Faribault EDA, which also committed \$500,000 of funding to FDC.

Phase 1 funding will be available for the following addresses in 2022. Please note - there are no known occupied apartments in any of these buildings. It is recommended that to be consistent with the EDA policy, these addresses will be ineligible for future HRA program assistance for a period of five (5) years from the date of the execution of the individual loan agreements:

Property addresses for which Phase 1 funding is allocated	
Address:	Funding Allocation:
219 Central	\$75,000
223 Central	\$75,000
227 Central	\$25,000
229 Central	\$25,000
313 Central	\$25,000
329 Central	\$25,000
Total Funding Phase 1	\$250,000

The other addresses associated with the FDC portfolio are eligible for future HRA program assistance.

A loan agreement, a promissory note, and a personal guarantee will be required for each loan, and funding will be dispersed upon receipt of fully executed loan documents. Faribo Downtown Central LLC will also be required to provide contractor quotes and upon receipt of proof of inspection, closed building permit, and signed affidavit confirming that the funds provided by the HRA were used in the manner that was presented and included in the policy - the loan on the corresponding property will be forgiven.

Stephanie Aman will be working on this project on behalf of both the EDA and HRA to follow each step and the process. Kuennen indicated that they really would like the money as soon as possible.

A motion was made by Brown, seconded by Wood to approve Resolution 2022-13 Establishing the HRA Downtown Revitalization Program Policy as presented. Motion carried on a 7/0 vote.

F. Resolution 2022-14 Appointing an Interim Executive Director of the Housing and Redevelopment Authority

With the resignation of Community and Economic Development Director Deanna Kuennen, the City Administrator has recommended to City Council that David Wanberg be appointed as Interim Community and Economic Development Director, effective November 14, 2022. With Mr. Wanberg's Interim appointment, he will also serve as Interim Executive Director of the Faribault Housing and Redevelopment Authority, as approved by resolutions of the HRA.

A motion was made by McColley, seconded by Brown to Approve Resolution 2022-14 Appointing Interim Executive Director of the HRA as presented. Motion carried on a 7/0 vote.

G. 2023 Statutory Tort Liability Waiver

Cities/HRAs obtaining coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort limits for the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- If the City/HRA does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total that all claimants would be able to recover for a single occurrence to which the statutory limits apply, would be limited to \$1,500,000.
- If the City/HRA waives the statutory tort limits, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. The total that all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.

This decision must be made by the HRA. Staff recommends that the HRA not waive the monetary limits on municipal tort liability. In the past, the City Council, HRA, and EDA have chosen not to waive the limits as a way of controlling liability insurance costs.

A motion was made by Ahlers, seconded by Wood to concur with staff's recommendation and continue the current HRA policy which does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04. Motion carried on a 7/0 vote.

7. Adjournment

A motion was made by Brown, seconded by McColley to adjourn the meeting at 7:39 p.m. Motion carried unanimously.

Respectfully Submitted,

Kari Casper, Recording Secretary



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Robinwood Manor- Monthly Operating and Budget Statement

BACKGROUND:

The purpose of this memorandum is to provide the HRA with an update on the activity at Robinwood Manor for the month of November, 2022.

Occupancy: 94% through November 2022

- Turnovers: 0
- Vacancy: 1 Apt. 226 (fire unit), Apt. 222, Apt. 109
- Extraordinary Expenses: Kennedy & Graven Legal Fees October 20 \$1,060.50, Summit Fire Protection Annual Fire Extinguisher \$254.89, Olympic Fire Protection Annual Sprinkler Inspection \$305, Faribault Interiors #222 Carpet \$2,745

Routine Maintenance: \$11,550.43 (Arrow Electric, Xcel, City Water, Faribault Ace. Fette Electronics, Flom Disposal, Property Pros Lawn Care, Cintas, Culligan Water Softener Salt, All Pro Cleaners, Shofcorp Data Processing, Metronet Holdings Phone, , Minnesota Elevator Monitoring, Tom's Lock & Key, Virg's Appliance)

REQUESTED ACTION:

Approve Robinwood Manor's Monthly Operating and Budget Statement

ATTACHMENTS:

1. Robinwood Budget

General Ledger

Expenditure Summary



User: rrand@ci.faribault.mn.us
 Printed: 12/7/2022 10:11:27 AM
 Period 11 - 11
 Fiscal Year 2022

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% ExpendCollect
898	Robinwood Manor					
898-00000-000-33160	Federal Grants	-239,842.00	-239,842.00	-25,101.00	-270,583.00	112.82
	Intergovernmental Revenue	-239,842.00	-239,842.00	-25,101.00	-270,583.00	112.82
898-00000-000-36200	Other Miscellaneous Revenue	-6,000.00	-6,000.00	-456.00	-6,146.07	102.43
898-00000-000-36210	Interest on Investments	-6,800.00	-6,800.00	-48.13	-6,449.63	94.85
898-00000-000-36211	Interest Market Value	0.00	0.00	0.00	45,301.65	0.00
898-00000-000-36220	Rents	-239,842.00	-239,842.00	-14,961.96	-175,689.96	73.25
898-00000-000-36221	Vacancies	0.00	0.00	0.00	0.00	0.00
898-00000-000-36227	Excess Utilities	-1,000.00	-1,000.00	-20.00	-1,908.00	190.80
898-00000-000-36280	Project Reimbursement	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	-253,642.00	-253,642.00	-15,486.09	-144,892.01	57.12
898-00000-000-39200	Transfer In	0.00	0.00	0.00	0.00	0.00
	Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Total		-493,484.00	-493,484.00	-40,587.09	-415,475.01	0.8419
Revenue Total		-493,484.00	-493,484.00	-40,587.09	-415,475.01	-0.8419
Expense Total		0.00	0.00	0.00	0.00	0
00000		-493,484.00	-493,484.00	-40,587.09	-415,475.01	84.19
898-46310-000-42110	General Supplies	23,000.00	23,000.00	1,093.88	12,265.58	53.33
898-46310-000-42115	Meeting	0.00	0.00	0.00	0.00	0.00
898-46310-000-42210	VehicleEquipment Parts	0.00	0.00	0.00	0.00	0.00
898-46310-000-42230	Building Repair Supplies	0.00	0.00	0.00	0.00	0.00
898-46310-000-42410	Minor Equipment & Tools	0.00	0.00	0.00	0.00	0.00
	Supplies	23,000.00	23,000.00	1,093.88	12,265.58	53.33
898-46310-000-43010	Auditing & Accounting Services	10,000.00	10,000.00	0.00	8,100.00	81.00
898-46310-000-43040	Legal Fees - Civil Process	1,000.00	1,000.00	1,060.50	1,060.50	106.05
898-46310-000-43070	Management Services	45,250.00	45,250.00	3,839.89	43,982.04	97.20
898-46310-000-43090	Expert & Professional Services	15,500.00	15,500.00	70.05	1,193.29	7.70
898-46310-000-43095	Software Maintenance & Support	3,060.00	3,060.00	0.00	0.00	0.00
898-46310-000-43130	Tenant Services	3,000.00	3,000.00	0.00	0.00	0.00
898-46310-000-43210	Telephone	0.00	0.00	0.00	0.00	0.00
898-46310-000-43250	Other Communications	900.00	900.00	260.94	2,926.77	325.20
898-46310-000-43430	Advertising - Other	500.00	500.00	0.00	0.00	0.00

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% ExpendCollect
898-46310-000-43610	Insurance & Bonds	9,902.00	9,902.00	0.00	9,887.82	99.86
898-46310-000-43810	Electric Utilities	26,000.00	26,000.00	929.75	29,994.48	115.36
898-46310-000-43820	Water Utilities	2,200.00	2,200.00	236.35	2,132.08	96.91
898-46310-000-43830	Gas Utilities	10,500.00	10,500.00	1,356.70	10,457.20	99.59
898-46310-000-43840	Refuse Disposal	3,100.00	3,100.00	274.98	3,066.65	98.92
898-46310-000-43850	Sewer Utilities	3,100.00	3,100.00	400.65	3,557.05	114.74
898-46310-000-43860	Storm Water Utilities	750.00	750.00	78.75	787.50	105.00
898-46310-000-44010	Building Maintenance	100,000.00	100,000.00	7,344.00	92,498.96	92.50
898-46310-000-44045	Equipment Repairs	0.00	0.00	0.00	0.00	0.00
898-46310-000-44050	Extraordinary Maintenance	123,000.00	123,000.00	2,745.00	21,324.53	17.34
898-46310-000-44060	Laundry Services	900.00	900.00	65.27	627.10	69.68
898-46310-000-44160	Rents & Leases	0.00	0.00	0.00	0.00	0.00
898-46310-000-44200	Depreciation	0.00	0.00	0.00	0.00	0.00
898-46310-000-44320	Bad Debt	0.00	0.00	0.00	0.00	0.00
898-46310-000-44325	Bank Fees & Charges	300.00	300.00	0.00	193.75	64.58
898-46310-000-44330	Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00
898-46310-000-44370	Miscellaneous Charges	0.00	0.00	0.00	0.00	0.00
898-46310-000-44390	Taxes & Licenses	18,200.00	18,200.00	0.00	1,770.39	9.73
898-46310-000-44450	Claims & Damages	0.00	0.00	0.00	0.00	0.00
898-46310-000-44700	Interest	200.00	200.00	28.65	124.96	62.48
898-46310-000-45950	Loss on Disposal	0.00	0.00	0.00	0.00	0.00
	Other Services & Charges	377,362.00	377,362.00	18,691.48	233,685.07	61.93
898-46310-000-46020	Other Long Term	0.00	0.00	0.00	0.00	0.00
	Obligation Pri					
898-46310-000-46120	Other Long Term	0.00	0.00	0.00	0.00	0.00
	Obligation Int					
898-46310-000-46200	Fiscal Agent Fees	0.00	0.00	0.00	0.00	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
898-46310-000-47200	Transfer Out	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
Grand Total		400,362.00	400,362.00	19,785.36	245,950.65	0.6143
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		400,362.00	400,362.00	19,785.36	245,950.65	0.6143
46310	Urban Redevelopment & Housing	400,362.00	400,362.00	19,785.36	245,950.65	61.43
898	Robinwood Manor	-93,122.00	-93,122.00	-20,801.73	-169,524.36	182.05

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% Expend/Collect
Grand Total		-93,122.00	-93,122.00	-20,801.73	-169,524.36	1.8205
Revenue Total		-493,484.00	-493,484.00	-40,587.09	-415,475.01	-0.8419
Expense Total		400,362.00	400,362.00	19,785.36	245,950.65	0.6143



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Public Housing- Monthly Operating and Budget Statement

BACKGROUND:

Public Housing

Occupancy: 96% through November 2022

Turnovers: 1

Vacancy: 1 Move out 11/16/22, 1 transfer 11/16/22

Extraordinary Expenses: Kennedy & Graven, Declaration of Trust \$2,761.40, Summit Fire Protection \$259 Annual Fire Extinguisher Insp, Faribault Interiors Flooring 412 Carpet \$8.075, Virg's Appliance 1820 900C Refrigerators #1,958

Routine Maintenance: \$10,550.39 (Arrow Electric, Bug Busters, Faribo Air Conditioning, HD Supply, Property Pros Lawn Care/Repairs, Tom's Lock & Key, Xcel, City of Faribault Water, Flom Disposal, All Pro Cleaners, Utility Reimbursements)

REQUESTED ACTION:

Approve Public Housing Monthly Operating and Budget Statement

ATTACHMENTS:

1. Public Housing Budget

General Ledger Expenditure Summary



User: rrand@ci.faribault.mn.us
Printed: 12/7/2022 10:12:45 AM
Period 11 - 11
Fiscal Year 2022

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% ExpendCollect
241	Public Housing					
241-00000-461-33160	Federal Grants	-250,000.00	-250,000.00	-168.00	-1,620.00	0.65
	Intergovernmental Revenue	-250,000.00	-250,000.00	-168.00	-1,620.00	0.65
241-00000-461-36200	Other Miscellaneous Revenue	-6,000.00	-6,000.00	-423.46	-10,206.53	170.11
241-00000-461-36210	Interest on Investments	-1,100.00	-1,100.00	-49.85	-2,091.39	190.13
241-00000-461-36211	Interest Market Value	0.00	0.00	0.00	13,260.14	0.00
241-00000-461-36220	Rents	-260,000.00	-260,000.00	-14,040.10	-213,437.54	82.09
241-00000-461-36240	Refunds & Reimbursements	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	-267,100.00	-267,100.00	-14,513.41	-212,475.32	79.55
Grand Total		-517,100.00	-517,100.00	-14,681.41	-214,095.32	0.414
Revenue Total		-517,100.00	-517,100.00	-14,681.41	-214,095.32	-0.414
Expense Total		0.00	0.00	0.00	0.00	0
00000		-517,100.00	-517,100.00	-14,681.41	-214,095.32	41.40
241-46330-461-42110	General Supplies	23,000.00	23,000.00	791.81	21,810.30	94.83
241-46330-461-42115	Tenant Services	0.00	0.00	0.00	0.00	0.00
241-46330-461-42120	Motor Fuels	0.00	0.00	0.00	0.00	0.00
241-46330-461-42410	Minor Equipment & Tools	0.00	0.00	0.00	0.00	0.00
	Supplies	23,000.00	23,000.00	791.81	21,810.30	94.83
241-46330-461-43010	Auditing & Accounting Services	1,500.00	1,500.00	0.00	1,500.00	100.00
241-46330-461-43040	Legal Fees - Civil Process	6,500.00	6,500.00	2,761.40	18,029.20	277.37
241-46330-461-43070	Management Services	80,484.00	80,484.00	6,707.00	73,777.00	91.67
241-46330-461-43090	Expert & Professional Services	52,500.00	52,500.00	0.00	32,536.44	61.97
241-46330-461-43430	Advertising - Other	500.00	500.00	0.00	0.00	0.00
241-46330-461-43610	Insurance & Bonds	34,748.00	34,748.00	0.00	22,495.18	64.74
241-46330-461-43810	Electric Utilities	1,100.00	1,100.00	148.85	1,117.75	101.61
241-46330-461-43820	Water Utilities	800.00	800.00	233.30	1,218.05	152.26
241-46330-461-43830	Gas Utilities	500.00	500.00	53.58	463.58	92.72
241-46330-461-43840	Refuse Disposal	3,000.00	3,000.00	185.42	2,237.86	74.60
241-46330-461-43850	Sewer Utilities	500.00	500.00	104.18	135.67	27.13
241-46330-461-43860	Storm Water Utilities	700.00	700.00	124.34	933.97	133.42
241-46330-461-44010	Building Maintenance	89,500.00	89,500.00	9,066.13	92,880.39	103.78
241-46330-461-44050	Extraordinary Maintenance	240,000.00	240,000.00	10,033.00	26,112.27	10.88
241-46330-461-44160	Rents & Leases	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% ExpendCollect
241-46330-461-44320	Bad Debt	0.00	0.00	0.00	0.00	0.00
241-46330-461-44325	Bank Fees & Charges	0.00	0.00	0.00	711.25	0.00
241-46330-461-44370	Miscellaneous Charges	0.00	0.00	0.00	0.00	0.00
241-46330-461-44375	Utility Reimbursement	7,500.00	7,500.00	1,538.00	16,021.00	213.61
241-46330-461-44390	Taxes & Licenses	10,000.00	10,000.00	0.00	5,209.54	52.10
241-46330-461-44700	Interest	300.00	300.00	0.00	146.53	48.84
	Other Services & Charges	530,132.00	530,132.00	30,955.20	295,525.68	55.75
241-46330-461-45200	Building & Improvements	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Grand Total		553,132.00	553,132.00	31,747.01	317,335.98	0.5737
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		553,132.00	553,132.00	31,747.01	317,335.98	0.5737
46330	Public Housing Projects	553,132.00	553,132.00	31,747.01	317,335.98	57.37
241	Public Housing	36,032.00	36,032.00	17,065.60	103,240.66	286.52

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% Expend/Collect
Grand Total		36,032.00	36,032.00	17,065.60	103,240.66	2.8652
Revenue Total		-517,100.00	-517,100.00	-14,681.41	-214,095.32	-0.414
Expense Total		553,132.00	553,132.00	31,747.01	317,335.98	0.5737



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Scattered Site -- Monthly Operating Budget Statement

BACKGROUND:

City Property (16 SE 1st Street)

Occupancy: 100%

Turnovers: 0

Vacancy: 0

Extraordinary Expenses: \$0

Routine Expenses: \$159.63 (City of Faribault Water, Property Pros mowing)

Let me know if you need any additional information.

REQUESTED ACTION:

Approve scattered site monthly operating budget statement.

ATTACHMENTS:

1. Scattered Sites Budget

General Ledger Expenditure Summary



User: rrand@ci.faribault.mn.us
Printed: 12/7/2022 10:17:55 AM
Period 11 - 11
Fiscal Year 2022

Account Number	Description	Original Budget	Amended Budget	Month to Date	YTD	% ExpendCollect
211	City Rental Property Mgmt					
211-00000-000-36211	Interest Market Value	0.00	0.00	0.00	0.00	0.00
211-00000-460-36200	Other Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
211-00000-460-36210	Interest on Investments	-1,200.00	-1,200.00	0.00	-933.55	77.80
211-00000-460-36211	Interest Market Value	0.00	0.00	0.00	6,833.92	0.00
211-00000-460-36220	Rents	-12,900.00	-12,900.00	-1,265.00	-12,007.00	93.08
211-00000-460-36240	Refunds & Reimbursements	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	-14,100.00	-14,100.00	-1,265.00	-6,106.63	43.31
211-00000-460-39200	Transfer In	0.00	0.00	0.00	0.00	0.00
	Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Total		-14,100.00	-14,100.00	-1,265.00	-6,106.63	0.4331
Revenue Total		-14,100.00	-14,100.00	-1,265.00	-6,106.63	-0.4331
Expense Total		0.00	0.00	0.00	0.00	0
00000		-14,100.00	-14,100.00	-1,265.00	-6,106.63	43.31
211-46310-460-42110	General Supplies	500.00	500.00	0.00	0.00	0.00
	Supplies	500.00	500.00	0.00	0.00	0.00
211-46310-460-43040	Legal Fees - Civil Process	0.00	0.00	0.00	0.00	0.00
211-46310-460-43070	Management Services	1,140.00	1,140.00	95.00	1,045.00	91.67
211-46310-460-43090	Expert & Professional Services	0.00	0.00	0.00	0.00	0.00
211-46310-460-43430	Advertising - Other	0.00	0.00	0.00	0.00	0.00
211-46310-460-43610	Insurance & Bonds	527.00	527.00	0.00	268.00	50.85
211-46310-460-43810	Electric Utilities	200.00	200.00	0.00	0.00	0.00
211-46310-460-43820	Water Utilities	300.00	300.00	29.01	267.49	89.16
211-46310-460-43830	Gas Utilities	100.00	100.00	0.00	0.00	0.00
211-46310-460-43840	Refuse Disposal	200.00	200.00	0.00	0.00	0.00
211-46310-460-43850	Sewer Utilities	450.00	450.00	38.09	338.57	75.24
211-46310-460-43860	Storm Water Utilities	100.00	100.00	6.53	65.30	65.30
211-46310-460-44010	Building Maintenance	3,000.00	3,000.00	87.00	1,330.14	44.34
211-46310-460-44160	Rents & Leases	0.00	0.00	0.00	0.00	0.00
211-46310-460-44320	Bad Debt	0.00	0.00	0.00	0.00	0.00
211-46310-460-44390	Taxes & Licenses	1,800.00	1,800.00	0.00	2,064.00	114.67
211-46310-460-44700	Interest	50.00	50.00	0.00	5.80	11.60
	Other Services & Charges	7,867.00	7,867.00	255.63	5,384.30	68.44

<u>Account Number</u>	<u>Description</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Month to Date</u>	<u>YTD</u>	<u>% Expend/Collect</u>
Grand Total		-5,733.00	-5,733.00	-1,009.37	-722.33	0.126
Revenue Total		-14,100.00	-14,100.00	-1,265.00	-6,106.63	-0.4331
Expense Total		8,367.00	8,367.00	255.63	5,384.30	0.6435



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Service Agreement with HCI Mobile Home Coordinator

BACKGROUND:

At the October HRA meeting, Sandy Malecha from Healthy Community Initiative (HCI) presented a request for funding to help support a newly created Mobile Home Coordinator position. As part of the presentation, an overview of the conditions and issues with the Rice County manufactured home parks was provided, as well as an overview of the role and impact of the Mobile Home Coordinator. The HRA agreed to provide funding in the amount of \$55,000 for two years. Staff has been working with legal counsel to prepare a service agreement with HCI. The service agreement will outline the expectations and obligations of HCI in return for \$55,000 from the HRA for two years.

An approved and executed service agreement will be necessary to provide the funding.

REQUESTED ACTION:

Approve the attached Service Agreement and authorize staff to make minor amendments as needed.

ATTACHMENTS:

1. DOCSOPEN-#843647-v3-Professional_Service_Agreement

SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is made this ____ day of December, 2022, by and between the Faribault Housing & Redevelopment Authority, a public body politic and corporate (the “HRA”), and Northfield Healthy Community Initiative, a Minnesota nonprofit corporation (“HCI”). The HRA and HCI are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, HCI provides mobile home rehabilitation services through its Mobile Home Rehabilitation Coordinator position, an independent contractor, in an ongoing effort to improve and stabilize existing housing in the City of Faribault (the “Program”); and

WHEREAS, the HRA is responsible for administering and supporting a variety of housing programs in the City of Faribault; and

WHEREAS, the HRA believes that the Program, as accomplished through this Agreement, is in the vital and best interests of the City of Faribault and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements; and

WHEREAS, the HRA has the authority to enter into this Agreement pursuant to Minnesota Statutes, section 469.012, subd. 1; and

WHEREAS, the HRA desires to engage HCI to provide the services described in this Agreement and HCI is willing to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

AGREEMENT

1. **Services Provided.** HCI agrees to continue to operate and support the Program for at least the duration of this Agreement. HCI agrees to provide all resources and support necessary for the Program. HCI further agrees to perform the following responsibilities:
 - a. Maintain its Mobile Home Rehabilitation Coordinator position in order to provide mobile home rehabilitation services to all of Faribault’s mobile home housing, including the following:
 - i. Meeting with mobile home residents in Faribault to assess home repair and weatherization needs;
 - ii. Assisting residents to coordinate with capable/qualified people to complete repairs;

- iii. Building a local network of licensed and insured contractors and skilled volunteers to work on mobile homes;
 - iv. Tracking data related to mobile home repair and weatherization needs, resources to meet needs, resource gaps, and time from assessment of needs to completion of repair and/or weatherization project;
 - v. Sharing data, including data related to per-home costs to coordinate repairs/weatherization, with HCI to include with reports to funders; and
- b. Work cooperatively with the HRA and the City of Faribault by serving in an advisory role regarding various issues related to Faribault's mobile homes; and
 - c. Prepare monthly reports for the HRA, as outlined and required in paragraph 8.

All services and obligations required by this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

2. **Term.** The term of this Agreement shall begin on the date of execution and shall end on December 31, 2024. The date of execution is the date on which the second party executes the Agreement.
3. **Compensation.** In consideration for HCI's services, the HRA agrees to provide annual compensation to HCI in the following manner:
 - a. For services provided from January 1, 2023 to December 31, 2023, the HRA agrees to remit \$55,000.00 to HCI on or before January 31, 2023.
 - b. For services provided from January 1, 2024 to December 31, 2024, the HRA agrees to remit \$55,000.00 to HCI on or before January 31, 2024.
 - c. No compensation for any additional services shall be distributed to HCI unless approved by the HRA.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - a. The Parties, by mutual written agreement, may terminate this Agreement at any time.
 - b. HCI may terminate this Agreement in the event of a breach of the Agreement by the HRA upon providing sixty (60) days written notice to the HRA.

- c. The HRA may immediately terminate this Agreement at any time for any cause upon written notice to HCI, or for no reason or cause upon sixty (60) days written notice to HCI.
- d. The HRA may also terminate this Agreement immediately upon HCI's failure to have in force any insurance required by this Agreement.

In the event of any termination, the HRA shall only be obligated to compensate HCI for its services in a prorated manner based upon the annual amount for the year of termination and the date of termination.

- 5. **Remedies.** In the event of a termination of this Agreement, the Parties shall each be entitled to any and all legal or equitable remedies available by law.
- 6. **Records/Inspection.** This Agreement is subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5. HCI agrees that the HRA or any authorized representative may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary. HCI agrees to maintain these materials, records, and documents for six years from the date of the termination of this Agreement.
- 7. **Liaisons.** Each party shall designate a representative to serve as its liaison with respect to the obligations set forth in this Agreement. Each representative, or their designee, shall serve as the primary contact for the other party and shall have the authority to instruct, interpret, and define their respective entity's policies regarding the obligations set forth in this Agreement.
- 8. **Monthly Report.** HCI shall submit a monthly report to the HRA ("Monthly Report"), including the following information:
 - a. Detailed summaries of the Program's future goals and initiatives;
 - b. Detailed summaries of the Program's accomplishments and work during the preceding month, including the amount of time the Mobile Home Rehabilitation Coordinator worked in the City of Faribault and projects completed; and
 - c. An identification of HCI's prospective uses for any compensation that might be provided during the upcoming calendar year.
- 9. **Additional Support.** Nothing in this Agreement shall prohibit or prevent HCI or the Program from seeking additional funding or support from the HRA for projects or initiatives that are not specifically covered herein. Such requests and any additional funding or support shall be deemed outside the scope of this Agreement.
- 10. **Indemnification.** To the fullest extent permitted by law, HCI, and HCI's successors or assigns, agree to protect, defend, save, and hold harmless the HRA, its officers, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs,

disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting marketing and promotion services, and other technical, administrative or professional assistance resulting from or arising out of the negligence, breach of contract or willful misconduct of HCI or its subcontractors, agents, or employees under this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the HRA is otherwise entitled.

11. **Insurance and Bonds.** HCI will maintain, at HCI's sole expense, insurance coverage for itself, including the following: Workers Compensation, General Liability, and Directors and Officers Liability in an amount of not less than \$1 million per occurrence (except only statutory limits for workers compensation coverage) and at least \$2 million aggregate coverage and an umbrella policy with limits of at least \$1 million, and will provide information as to specific limits upon receipt of signed Agreement. Such insurance must cover all losses related to this Agreement. If requested by the HRA, HCI shall provide the HRA with current certificate(s) of liability insurance for all insurance coverage referenced above. Such certificate(s) of General Liability insurance shall list the HRA as an additional insured and all certificate(s) of liability insurance shall contain a statement that such policies of insurance shall not be canceled or amended unless sixty (60) days written notice is provided to the HRA (ten (10) days written notice in the event of non-payment of premium). Acceptance of a certificate of insurance that does not comply with these requirements does not operate as a waiver of HCI's or any other party's obligations hereunder. In addition, HCI shall cause all vendors and participants to maintain insurance coverage for all vendors and participants at tourism-related events conducted pursuant to this Agreement.

In addition to the insurance requirements set forth above, HCI shall obtain a fidelity bond in the minimum amount of \$100,000 covering the person or persons on a position or name-scheduled basis that handles any money pursuant to this Agreement. The amount of such bond shall be reviewed annually and modified, if necessary, based on the compensation paid to HCI pursuant to this Agreement.

12. **Subcontracting; Assignment.** WITH HCI shall not subcontract or assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the prior written consent of the HRA. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
13. **Independent Contractor.** HCI shall be deemed an independent contractor. HCI's duties will be performed with the understanding that HCI has special expertise as to the services which HCI is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by HCI. HCI is not to be deemed an employee or agent of the HRA and has no authority to make any binding commitments or obligations on behalf of the HRA except to the extent expressly provided herein. All services provided by HCI pursuant to this Agreement shall be provided by HCI as an independent contractor and not as an employee

of the HRA for any purpose, including but not limited to: income tax withholding, workers compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

14. **Compliance with Laws.** HCI shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations.
15. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

HCI: Northfield Healthy Community Initiative
Northfield Community Resource Center (NCRC)
1651 Jefferson Parkway, Suite 128
Northfield, MN 55057-2760
Attn: Sandy Malecha

HRA: Faribault Housing & Redevelopment Authority
208 1st Avenue NW
Faribault, MN 55021
Attn: Rebecca Rand

Or such other address as either party may provide to the other by notice given in accordance with this provision.

16. **Attorneys' Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
17. **Entire Agreement; Amendments.** This Agreement shall constitute the entire agreement between the Parties and supersedes any other written or oral agreements between the Parties. This Agreement can only be modified or amended in writing signed by both Parties.
18. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
19. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
20. **Conflict of Interest.** In the execution of the services outlined in this Agreement, HCI shall use reasonable care to avoid conflicts of interest and appearances of impropriety in providing its services. In the event of a conflict of interest, HCI shall advise the HRA and

either secure a waiver of the conflict or advise the HRA that it will be unable to provide requested services.

21. **Data Practices Act Compliance.** Any and all data provided to HCI, received from HCI, created, collected, received, stored, used, maintained, or disseminated by HCI pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. This paragraph does not create a duty on the part of HCI to provide access to public data to the public if the public data are available from the HRA, except as required by the terms of this Agreement.
22. **No Discrimination.** HCI agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.
23. **Survivability.** All covenants, indemnities, guarantees, releases, representations, and warranties of one or both Parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
24. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

[The rest of this page was left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first written above.

**FARIBAULT HOUSING &
REDEVELOPMENT AUTHORITY**

By: _____
Matt Speckhals
Its: Chair

By: _____
Brendan Kennedy
Its: Vice Chairperson/Secretary

**NORTHFIELD HEALTHY
COMMUNITY INITIATIVE**

By: _____
Sandy Malecha
Its: Interim Executive Director



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Lease Agreement

BACKGROUND:

In order to complete the RAD Repositioning closing, the board will need to review and approve the new lease.

REQUESTED ACTION:

Review and Approve the attached lease agreement and authorize staff to make minor amendments as needed.

ATTACHMENTS:

1. Public_Housing_Lease_Agreement

APARTMENT LEASE AGREEMENT

1. PARTIES AND DWELLING UNIT:

THIS LEASE AGREEMENT is by and between

_____, hereafter and collectively “Tenant”, and Faribault HRA LLC, hereinafter referred to as “Landlord”. Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, all of said premises in the city of Faribault, State of Minnesota, located at _____ for use as a private dwelling unit/residence only

The Dwelling Unit leased is for the exclusive use and occupancy of the Tenant’s household consisting of the following named persons who will live in the Dwelling Unit:

<u>Household Members</u>	<u>Relationship</u>	<u>Date of Birth</u>
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Tenant shall not:

- a. Allow anyone beside those listed here to occupy the Dwelling Unit. Persons not listed above must not stay in the apartment for more than fourteen (14) consecutive or nonconsecutive days without prior written consent of the Landlord;
- b. Sublet or assign the unit, or any part thereof. Any attempt to assign or sublet without Landlord’s prior written consent shall be void and shall, at Landlord’s option, terminate this Lease and Tenant shall be obligated to vacate the premises within ten (10) days of receipt of notice given by Landlord of his exercise of the option to terminate;
- c. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- d. Engage in or permit any member of the household, or guest to engage in any violent or drug-related criminal activity on the premises.

The Tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodations of the tenants’ guests, visitors, and or with the consent of the Landlord, the live-in care giver of the Tenants’ family. Neither the said premises nor any part thereof shall be used or permitted to be used for any purpose other than as a private dwelling without the written consent of the Landlord. All persons who intend to reside in this apartment are required to sign the lease unless they are a minor child of the Tenant. Tenant further understands that only those persons who filed application with the Landlord and have placed their signature upon this Lease can reside in the Lease apartment. All visitors residing in said apartment for a time period of three consecutive (3) days or longer shall be registered with the Landlord.

2. Lease Term:

The initial term of the Lease Agreement shall be for a term of one (1) year beginning on _____ day of _____, 20____, and ending at midnight on the _____ day of _____, 20____. If the Tenant moves out within the initial lease term, Tenant will owe Landlord the full amount of rent that would have been due for the entire remaining lease period.

The term of this Lease shall begin on_____ and end on_____. The term shall be one year and will be automatically renewed on a month-to-month basis unless terminated as provided by this Lease.

3. Security Deposit

Unless modified by addenda, the total security deposit at the time of execution of this Lease Agreement for the subject unit is \$500.00, due on or before the date this Lease Agreement is signed. For tenants converting from the Faribault Housing and Redevelopment Authority Public Housing Program, the

previously submitted Security Deposit will of \$ _____ will _____ be transferred as the Security Deposit for their Dwelling Unit. The Landlord will refund to the Tenant the amount of the security deposit less any amounts owed in accordance with the timelines prescribed in applicable State law, and after the Tenant has given his/her new address to the Landlord. After the Tenant has vacated the unit, the Landlord will determine whether the Tenant is eligible for a refund of any, or all, of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- A. After the Tenant has moved from the Dwelling Unit, the Landlord will inspect the unit and complete a Moveout Inspection Report. The Landlord will permit the Tenant to participate in the moveout inspection if the Tenant so requests.
- B. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at the rate of interest prescribed by State law, less any amount needed to pay the cost of:
 - i. Unpaid rent;
 - ii. Damages that are not due to normal wear and tear and are not listed on the Unit Moveout Inspection Report;
 - iii. Charges for late payment of rent, returned checks and NSF fees, as described in this Lease.
- C. The Landlord agrees to refund the deposit amount due within the time period prescribed by State law once the Tenant has permanently vacated the unit, returned possession of the unit to the Landlord, and given their new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- D. If the unit is rented by more than one person, the Tenants agree that they will establish the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Lease.
- E. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with this Lease.

4. Payment of Rent:

If the Tenant moves in after the first of the month, prorated rent from _____ to _____ is \$ _____. Thereafter, the Tenant agrees to pay rent of \$ _____ per month. This amount is due on or before the first day of the month without demand at the Faribault Community Development Office located at 208 1st Avenue NW, Faribault, MN 55021.

The Landlord shall impose a \$25.00 charge for rent payments made after the fifth day of the month. Checks, electronic funds or other payment methods returned for non-sufficient funds (NSF) or account closed will be charged the \$25.00 late fee if payment is not made by the fifth day of the month, in addition to any penalties charged by the City of Faribault for processing.

If Tenant fails to make payment by the fifth day of the month and the Landlord has not agreed to accept payment at a later date, a Notice to Vacate, demanding payment in full or the surrender of the Dwelling Unit.

5. Keys and Furniture:

Tenant will be provided two (2) apartment key(s) and if applicable, one (1) mailbox key. Additional keys will be provided to the Tenant upon request at a charge of \$5.00 per key. Tenant's apartment will be [check one]:
() furnished or () unfurnished. Any furniture addendum, if applicable, is to be considered an integral part of this lease.

6. Utilities:

Landlord will pay for the following utility items, if checked: () Electricity () Water
() Sewage () Trash Collection () Natural Gas () Cable TV () Internet () Other

Landlord has supplied the following appliances, if checked:
() Stove/Range () Refrigerator

Tenant shall pay for all other utilities, related deposits, and any charges fees, or services on such utilities not provided by Landlord. Tenant is responsible for disposal of contagious medical and other hazardous material/waste. Tenant must not allow utilities to be disconnected—including disconnection for unpaid

bills—until the lease term or renewal period ends. In the event the utilities have been disconnected, Landlord will move to have the Lease Agreement terminated.

7. Insurance:

Landlord does not maintain insurance to cover Tenant’s personal property. Landlord is also not responsible to any resident, guest, or occupant for damage or loss of personal property (including food) or personal injury from (including, but not limited to) fire, smoke, rain, flood, water and pipe leaks caused by Tenant, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricanes, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law.

Landlord urges all residents, and particularly those residing near rivers and areas prone to flooding, to obtain flood insurance. Renter’s insurance may not cover damage to property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

Landlord further urges Tenants to obtain insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like .Tenant is not required to purchase personal liability insurance. Tenant acknowledges that no portion of the rent paid by Tenant under this Agreement will be applied to the Owner’s structural fire insurance and that Tenant is not a co-insured under any such policy. It is recommended that Tenant secure insurance to protect Tenant’s interest in the event of such a loss.

8. Locks and Latches:

Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before Tenant moves into the dwelling unit. Tenant may at any time ask Landlord to change or rekey locks or latches during the Lease Term. Landlord must comply with those requests, but Tenant must pay for expenses, unless otherwise provided by law.

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant’s request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock.

9. Special Provisions:

The following special provisions and any addenda or written rules furnished to Tenant at or before the signing of this Agreement will become a part of this Lease and will supersede any conflicting provisions of this printed lease form.

SEE SPECIAL PROVISIONS ON THE LAST PAGE & ADDENDA.

10. Rent Increases & Lease Agreement Changes:

No rent increases or Lease Agreement changes are allowed before the initial Lease Term ends, except for changes allowed by any special provisions in Section 9, by a written addendum or amendment signed by both Parties, or by reasonable changes of apartment community rules allowed under Section 11. If, at least five (5) days before the advance notice deadline referred to in Section 2, Landlord provides Tenant with written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease will automatically continue with the increased rent or lease changes.

11. Community Policies & Rules:

Tenant and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of the property. These rules are considered part of this Lease Agreement. Landlord may make reasonable changes to written rules, effective immediately, so long as they are distributed and applicable to all units in the apartment community and do not change the dollar amount(s) on page 1 of this Lease Agreement.

12. Maximum Occupancy:

Due to the size and configuration of the bedrooms in the Dwelling Units, maximum occupancy of the Dwelling Unit is two people per bedroom plus one. Tenants will be required to vacate the Dwelling Unit within one year of exceeding the maximum occupancy requirements.

13. Condition of the Dwelling Unit:

By signing this Lease, the Tenant acknowledges that the Dwelling Unit is safe, clean, and in good condition. The Tenant agrees that all appliances and equipment in the Dwelling Unit are in good working order, as described on the Movein Inspection Report.

The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the Dwelling Unit, except as listed on the Inspection Report. Both Tenant and Landlord shall sign the Movein Inspection Report and a copy shall be retained by both the Tenant and the Landlord.

After the Tenant has vacated the Dwelling Unit, the Landlord will inspect the unit and complete a Moveout Inspection Report. The Landlord will permit the Tenant to participate in the moveout inspection if the Tenant so requests.

14. Release of Resident:

Unless Tenant is otherwise entitled to terminate their tenancy under Section 9, Section 15, Section 16, or Section 30, Tenant will not be released from this Lease Agreement for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or bad health, , unless agreed upon and authorized by Landlord. Pursuant to Minn. Stat. 504B.265, in the event of a Tenant death, the Lease can be terminated with two months’ written notice by either the Landlord or the representative of Tenant’s estate.

15. Military Personnel Early Termination:

Tenant may terminate their tenancy prior to the expiration of the Lease or Renewal Term without penalty if Tenant enlists or is commissioned and on active duty in the Armed Forces of the United States Government.

If Tenant is (1) a member of the U.S. Armed Forces or reserves, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President, the Tenant may terminate their tenancy early should the Tenant receive: orders for a permanent station transfer of the Tenant from the area, orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or orders that the Tenant is relieved or released from active duty.

In this event, tenancy will be terminated under this military clause thirty (30) days after the date on which notice is given by Tenant. Tenant must furnish to Landlord a copy of Tenant’s military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from Tenant’s commanding officer. After Tenant vacates, Landlord will return your security deposit, less lawful deductions.

For the purposes of this Lease Agreement, orders described above will only release the resident, their spouse, and any of their legal dependents who qualify under this Section. A co-resident who is not Tenant’s spouse or dependent cannot terminate their lease obligations under this Section.

Tenant must immediately notify Landlord if Tenant is called to active duty or receives deployment or permanent change-of-station orders.

16. Landlord Obligations:

The Landlord agrees to:

- A. Maintain the Dwelling Unit and the grounds in decent, safe, and sanitary condition.
- B. Comply with requirements of applicable building codes and housing codes materially affecting health and safety.
- C. Make necessary repairs to the Dwelling Unit.
- D. Keep the facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.
- E. Maintain electrical, plumbing, sanitary, heating, ventilating, and any other facilities and appliances supplied by the Landlord in good and safe working order and condition.
- F. Provide and maintain appropriate receptacles and facilities, where not otherwise assigned to the Tenant, for the deposit of ashes, garbage, rubbish, and other waste removed from the Dwelling Unit by the Tenant.

- G. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

17. Tenant Obligations:

The Tenant is obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit.
- B. With respect to guests:
 - i. Not to give accommodation to boarders or lodgers;
 - ii. Not to allow any guest(s) to live in the unit without the advance written notice of the Landlord. A guest shall be considered to be living in the unit if they are at the Dwelling Unit 10 hours or more (not necessarily consecutive) during any 24-hour period, regardless of the time of day, or for 14 or more days (not necessarily consecutive) during any calendar year.
- C. To live in the unit and maintain the unit as the Tenant's main place of residence.
- D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part 1 of the Lease. However, with prior written approval from the Landlord, the Tenant may operate a home-based business from the unit provided that the business complies with all zoning and licensure requirements, with the exception that in-home daycares are not allowed.
- E. To abide by necessary and reasonable regulations promulgated by the Landlord for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this lease. Violation of such regulations constitutes a violation of the Lease.
- F. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- G. To keep the dwelling unit and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. This includes the Housekeeping Standards identified in attachments to this lease.
- H. To dispose of all waste from the dwelling unit in a sanitary and safe manner. No waste may be loose or in bags when placed outside; all waste must be placed in covered trash bins when placed outside the unit. Trash bins must be stored in the side or rear yard or in the garage. No trash bins may be in the front yard except on the pickup day established by the garbage hauler. Tenants, members of Tenant's household, and Tenant's guests must refrain from littering or leaving trash and debris in the common areas.
- I. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, plumbing and other facilities and appurtenances. Tenants must keep all appliances and equipment, including walls and flooring, reasonably clean, use reasonable care in their use, operation, and maintenance, and use all such appliances and equipment in a safe manner and only for the purposes for which they are intended.
- J. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or grounds
- K. To act, and cause household members or guests to act in a manner that will:
 - i. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - ii. Be conducive to maintaining the Dwelling Unit and common areas in a decent, safe and sanitary condition.
- L. To assure that Tenant, any member of Tenant's household, guests, or another person under Tenant's control, shall not engage in:
 - i. Any objectionable or disorderly conduct, offensive language, noise, or create a nuisance on the premises that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees/agents of the Landlord; or
 - ii. Any hazardous acts or do anything that will damage the Dwelling Unit or grounds; or
 - iii. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees/agents of the Landlord; or
 - iii. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. The term drug-related criminal activity means the illegal passion, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.

- M. To give the Landlord prompt notice of any defects in the plumbing, electrical, fixtures, appliances, smoke/carbon monoxide detectors, heating and cooling equipment, or any other part of the Dwelling Unit or related facilities, or of any graffiti applied to the Dwelling Unit, common areas, or project buildings.
- N. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by tenant, household member or guests, or due to the failure of the Tenant or household members to promptly report maintenance deficiencies.
- O. To keep the yard, attic, basement area, parking lot, and garage free of junk storage. No vehicles may be parked on the lawn. Inoperable or unlicensed vehicles must not be parked or stored on the grounds. Vehicles should be parked in the parking lot, garage, or driveway provided. Vehicles parked improperly, unlicensed vehicles, or vehicles that are inoperable will be towed at the vehicle owner's expense after written notice is issued. Automobile maintenance or repairs are not to be performed on the premises
- P. To make no alterations or repairs or redecorations to the interior of the Dwelling Unit or to the equipment. Tenant may not install additional equipment or major appliances without the prior written permission of the Landlord.
- Q. To act in a cooperative manner with neighbors and Landlord employees/agents. Tenant must refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Landlord employees/agents.
- R. No to display, use or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Minnesota anywhere on the property.
- S. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Landlord's Pet Policy. Service and companion animals, as defined by State and Federal law, are allowed with proper verification.
- T. To not install any antenna, radio equipment and/or other communication devices without the prior written permission of the Landlord.
- U. To not keep or permit waterbeds or any other water-filled furniture in the Dwelling Unit, without the prior written permission of the Landlord.
- V. To not install or build any gardens, play equipment, trampolines, or pools on the grounds without the prior written permission of the Landlord. Unless required to accommodate a disability, the Landlord prohibits the placement of trampolines or pools (including wading pools) on the grounds.
- W. To not allow water to overflow or waste by leaving faucets open. Tenants cannot leave windows open or turn off the heat in cold weather and cause water pipes to freeze.
- X. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- Y. To refrain from participating in activities or behavior commonly associated with illegal drug use and/or gang activity, including:
 - i. High volumes of visitor traffic, at any time during the day, but particularly between the hours of 10:00 p.m. and 6:00 a.m.
 - ii. Visitors staying only for very short periods of time (5 minutes or less) and/or who do not get out of their vehicles when visiting the Tenant, household member or guest.
 - iii. Loitering outside the public housing unit. No Tenant, household member, or guest may loiter, idle, wander, stroll, play, or otherwise be in or upon the exterior of the public housing unit between the hours of 10 p.m. and 6 a.m.
- Z. To refrain from membership, association or involvement in a criminal street gang. A Tenant, household member, or guest shall be considered to be a member of, associated with, or involved in a criminal street gang if that person meets three of the following Criminal Gang Pointer criteria:
 - a. Admits gang membership or association;
 - b. Is observed to associate on a regular basis with known gang members;
 - c. Has tattoos indicating gang membership;
 - d. Wears gang symbols or clothing to identify with a specific gang, including representing to a certain side;
 - e. Is in a photo with known gang members and/or using gang-related hand signs;
 - f. Name is on a gang document, hit list or gang-related graffiti;

- g. Is identified as a gang member by a reliable source;
- h. Is arrested in the company of identified gang members or associates;
- i. Corresponds with known gang members or writes and/or receives correspondence about gang activities;
- j. Writes about gangs (graffiti) on walls, books, paper

18. Maintenance:

The following maintenance tasks are the responsibility of the Landlord:

- A. Regularly clean all common areas of the project;
- B. Maintain the common areas and facilities in a safe condition;
- C. Maintain all equipment and appliances in safe and working order;
- D. Make necessary repairs with reasonable promptness;
- E. Maintain exterior lighting in good working order;
- F. Provide extermination services, as necessary;
- G. Maintain grounds and shrubs, including snow and ice removal, lawn mowing and landscaping.

The following maintenance tasks are the responsibility of the Tenant:

- A. Remove waste from the unit in a clean and safe manner;
- B. Basic plumbing maintenance, including but not limited to, opening blocked drains with a plunger;
- C. Replace broken electrical switch plates and receptacle covers, light bulbs (including bulbs for refrigerator and stove), reset electrical current breakers as designated by the Landlord at Tenant’s expense;
- D. Provide a shower curtain and shower rings for each bathroom;
- E. In the event the Landlord finds it necessary to perform snow plowing or any other needed work in the driveways or parking areas, Tenants must move or make arrangements to have all vehicles removed from the areas. Any vehicle not moved will be towed away at the vehicle owner’s expense.

If, after notification from Landlord for corrective action, Tenant neglects to maintain the Dwelling Unit, the Tenant will be required to pay to the Landlord all expenses necessary for the Landlord to maintain or repair the unit. If the Tenant is unable to maintain the Dwelling Unit due to Tenant’s age or disability, the Tenant must notify the management office.

Tenant must use customary diligence in maintaining the Dwelling Unit and not damaging or littering the common areas. Unless authorized by statute or by Landlord in writing, Tenant must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the property.. Landlord shall permit a reasonable number of small nail holes for hanging pictures, unless specific housing community rules state otherwise. Excessive holes are not permitted. No water furniture, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or consented by Landlord in writing. Tenant agrees not to alter, damage, or remove Landlord’s property, including: alarm systems, smoke detectors and carbon monoxide detectors, telephone and cable TV wiring, window and door screens, landscaping, locks, and access control devices. Landlord shall supply light bulbs at move-in for fixtures furnished by the Landlord. Tenant shall be responsible for replacement of light bulbs thereafter. Unless agreed to by the Parties in writing, any improvements made by Tenant to the dwelling unit, whether or not consent by Landlord, shall become permanent fixtures of the unit under the possession of the Landlord, as applicable by law.

19. Maintenance Requests, Repairs and Malfunction:

All Maintenance requests should be made through the Community Development phone number or email provided by the Landlord, or in written form either mailed or personally delivered to the Community Development Office. Tenant must promptly notify Landlord of any defects in plumbing, electrical, fixtures, appliances, smoking/carbon monoxide detectors, broken or missing locks or latches, malfunctioning heating equipment or any other part of the Dwelling Unit or related facilities; and those which could pose a hazard to property, health, or safety.

Further, the Tenant agrees to pay reasonable charges for the repair of damages, other than normal wear and tear, to the premises, development buildings, facilities or common areas caused by the Tenant, Tenant’s occupants, or guests; and to do so within 30 days of the receipt of the Landlord’s itemized statement of the charges. Should the Dwelling Unit require significant repair, Tenant shall notify Landlord immediately so that Landlord may begin to make repair to the unit within a reasonable time. Landlord

shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if Tenant, occupants, or guests caused the damage, or if Tenant did not provide Landlord with at least fourteen (14) days' notice before rent becomes due and a reasonable opportunity to perform repairs.

Landlord or their authorized agents may change or install utility lines or equipment serving the dwelling unit if the work can be done reasonably without substantially increasing Tenant's utility costs. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant must notify the Management Office immediately. In these instances, rent will not abate in whole or in part. If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may terminate tenancy within a reasonable time by giving Tenant written notice.

20. Animals/Pets:

No animals/pets are allowed without the prior express consent by the Landlord. If consented, Tenant is permitted to own a common domesticated household pet(s), as defined in the Pet Policy. Tenant must sign a separate Pet Policy addendum and pay an additional **non-refundable pet deposit of \$300.00**, which is intended to cover additional costs directly attributable to the pet's presence (i.e., damages to the unit, yard, fumigation of a Dwelling Unit, etc.). **No dangerous or hazards animals are allowed as pets.** Tenant shall be required to assure proper licensing, inoculations, spaying/neutering of cats and dogs, leash restraints, etc. are maintained in accordance with State or local laws. The Landlord will have the right to withdraw consent and demand removal of any previously permitted animal as described in the Pet Policy. Landlord shall authorize support and/or service animals for Tenant, Tenant's guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the regulatory guidelines of the Department of Housing and Urban Development (HUD). Landlord may require a written statement from a qualified professional verifying the need for the support and/or service animal. Tenant must not feed stray or wild animals. If Tenant or any guest or occupant violate the animal restrictions (with or without Tenant's knowledge), Tenant shall be subject to charges, damages, eviction, and other remedies provided in this Lease Agreement. The Pet Addendum and Pet Policy are an integral part of this lease.

21. Access By Landlord.

Landlord shall provide Tenant at least twenty-four (24) hours advance written notice of the intent of Landlord or Landlord's authorized agent, to enter the dwelling unit for the purpose of, among other things, performing routine inspections and preventative maintenance, extermination, or to show the Dwelling Unit to prospective tenants. The notice shall specify the date, general time, and purpose for the entry. Tenant shall permit the Landlord, Landlord's authorized agents, or other persons when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that Tenant and all other adult occupants are absent from the dwelling unit at the time of entry, Landlord shall leave a notice stating the date, time and name of the person that entered the dwelling unit and the purpose of the visit. Operating hours are from 8:00am to 4:30pm Monday through Friday. Routine inspections may be conducted on Holidays and/or weekends. Landlord shall not be expected to provide advance notice prior to entry in the event of the following: (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property; (2) pursuant to court order; (3) where Tenant fails to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and Tenant fails to comply as promptly as conditions require in the case of emergency or within 14-days after written notice from Landlord requesting Tenant to remedy the breach within such time period; (4) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in court proceedings; (5) Tenant has abandoned or surrendered the premises; or (6) when there is reasonable cause to believe an emergency exists.

22. Joint & Several Liability:

Each resident of a Dwelling Unit is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and any deduction itemizations of multiple residents will comply with Section 3.

23. Smoking Policy:

No Tenant may smoke, nor permit anyone to smoke, in the Tenant’s Dwelling Unit. Smoking is prohibited throughout the entire premises, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. The ‘No Smoking’ policy is to be considered an integral part of this Lease.

24. Lease Termination By Landlord:

The Landlord has a Zero Tolerance Policy with respect to violations of the Lease terms regarding criminal activity. Any criminal activity and/or drug related criminal activity is a serious violation of the material terms of this Lease. ***Criminal activity is cause for eviction even in the absence of conviction or arrest and without satisfying the burden of proof requirements required in criminal court proceedings.*** However, criminal activity related to domestic abuse, dating abuse or stalking is subject to review and enforcement pursuant to the Violence Against Women Act. See Section 25 of this lease for further guidance on this law.

Any termination of this Lease will be carried out in accordance with state and local law, and terms of this Lease. This lease may be terminated only for serious or repeated violations of material terms of the lease. Such serious or repeated violation of terms shall include, but not be limited to,:

- A. Failure to fulfill any one or more of the Tenant Obligations set forth in Section 17 ;
- B. Nonpayment of rent or other charges;
- C. A history of late rental payments;
- D. Failure to allow inspection of Dwelling Unit;
- E. If any member of the household is convicted of a felony while residing in the Dwelling Unit, regardless of the type of crime;
- F. If the Tenant or household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- G. If the Tenant or a household member is violating a condition of probation or parole under Federal or State law;
- H. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- I. Illegal weapons or drugs seized at the Dwelling Unit or premises by a law enforcement official;
- J. Any fire caused by carelessness or unattended cooking;
- K. If the Tenant, household member, or guest has engaged in drug-related or violent criminal activity, alcohol abuse, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, or which may threaten the health or safety of the Landlord or person’s performing a contract administration function or responsibility on behalf of the Landlord;
- L. If the Tenant, household member, or guest has been engaged in actual or threatened activities or behavior which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, or which may threaten the health or safety of the Landlord or person’s performing a contract administration function or responsibility on behalf of the Landlord (including contractors, subcontractors or agents), including, but not limited to, verbal or written threats, offensive, obscene language or gestures, or other activities that could be reasonably construed as offensive or violent.
- M. If the household is found to contain a member who is an unclassified registered sex offender, is classified as a Level 1, 2 or 3 sex offender under the Minnesota sex offender classification system, or is a registered sex offender under any other state’s registration program.
- N. Other good cause.

25. Violence Against Women Act’s Effect on Lease Violations:

Pursuant to the Violence Against Women Act (VAWA), an individual’s participation in an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking does not qualify as a “serious or repeated violation of the lease” or “good cause for terminating the assistance, tenancy or occupancy rights of the victim.” The VAWA further states that “criminal activity directly relating to

domestic violence, dating violence, sexual assault or stalking” does not constitute grounds for termination of a tenancy.

For households where the victim and the offender in the domestic violence, dating violence, or stalking live together, the Landlord may evict, remove, or terminate the residency of the offender while allowing the victim who is a lawful resident to remain.

In addition, if an individual is protesting a termination of residency due to activities directly related to being a victim of domestic violence, that person must provide documentation of the abuse. A resident’s status as a victim of domestic violence shall remain confidential unless it is required to be disclosed as allowed by the VAWA.

26. Notice of Lease Termination by Landlord and Grievance Process:

A. Lease Termination: HUD is requiring the Landlord to incorporate additional termination notification requirements to comply with Section 6 of the Act for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the site. In addition to the regulations at 24 CFR § 983.257, related to Project Owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV will require that Landlords provide adequate written notice of termination of the lease which shall be:

- i. A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, Landlord employees/agents, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction;
- ii. Not less than 14 days in the case of nonpayment of rent; and
- iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time such shorter period shall apply.

The notice from the Landlord will be either personally delivered to the Tenant or to an adult member of the Tenant’s household residing in the Dwelling Unit, or sent to the Tenant by first class mail, properly addressed, postage pre-paid. The notice will:

- i. Specify the date the Lease will be terminated;
- ii. State the grounds for termination with enough detail for the Tenant to prepare a defense. The Landlord will rely solely on the grounds stated in the Notice of Lease Termination in the event an eviction action is initiated;
- iii. Advise the Tenant of his/her right to defend the action in court.

B. Grievance Process: Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For the termination of assistance and several other Landlord determinations, PBV program rules require the Landlord to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR §982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Landlord action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - For any additional hearings required under RAD, the Landlord will perform the hearing.

- ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- iii. The Landlord give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv. The Landlord provides opportunity for an informal hearing before an eviction.

27. Lease Termination by Tenant:

To terminate this Lease after the initial lease term, the Tenant must give the Landlord one full month’s written notice before moving from the Dwelling Unit. Notice must be given *before* the first day of the month in order to vacate the Dwelling Unit by the last day of the month. If the Tenant does not give proper notice, the Tenant shall be liable for rent up to the end of the month for which notice was required.

28. Legal Notice Requirement:

- A. Notice by Landlord: Any notice from the Landlord will be in writing and either personally delivered to Tenant or to an adult member of the Tenant’s household residing in the Dwelling Unit, or sent to the Tenant by First Class Mail, properly addressed, postage prepaid.
- B. Notice by Tenant: Any notice to Landlord must be in writing, and either personally delivered to the Landlord at the Community Development Department or sent to Landlord by First Class Mail, postage prepaid and addressed to:

Faribault Community Development Department
 City of Faribault
 208 NW First Avenue
 Faribault, MN 55021

29. Remedies.

Any forbearance by the Landlord in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not constitute a waiver of or preclude the exercise of any such right or remedy. All remedies provided in this Lease Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively.

30. Acceleration.

Unless all amounts due to Landlord by Tenant for rent or other payment obligations hereunder have been received by Landlord or authorized agent on or before the due date established herein, Landlord may, at their option, declare all such sums due and payable without further demand and place into the hands of an attorney the matter of the Tenant's rent and/or other payment deficiency for collection by suit or other appropriate measures; and in the event such matter shall be turned over for collection, Landlord shall be entitled to collect from Tenant, in addition to the amounts due by Tenant pursuant to his obligation herein, interest at the legal rate and all cost and expenses of collection, including, but not limited to, reasonable attorney's fees.

31. Severability:

If any court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease shall remain in effect and both the Landlord and the Tenant will continue to be bound by them.

32. Move-Out Procedures and Cleaning:

Tenants, occupants, and guests, must vacate the apartment before the 21-day period for deposit refund begins. Tenant must provide Landlord their forwarding address in writing. Tenant should thoroughly clean the dwelling, including doors, windows, cabinets, cupboards, bathrooms, kitchen appliances, patios, balconies, garages, and storage rooms, where applicable. Tenant must follow move-out cleaning instructions. If Tenant does not clean adequately, Tenant will be liable for reasonable cleaning charges. Upon move-out Tenant should return items referenced in Section 5.

33. Force Majeure.

Should Landlord be prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, pandemic, sabotage, or other occurrence which is beyond the control of the Parties, then Landlord shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all Tenants, Landlord reserves the right to vacate any and all leases and Tenant agrees to excuse Landlord from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. Payments.

Payment of all sums is an independent covenant. At Landlord’s option and without notice, Landlord may apply rent money received, first to any of Tenant’s unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon demand. After the due date, Landlord is not required to accept the rent or any other payments.

35. Entire Agreement.

This Lease Agreement constitutes the entire agreement between Parties.

By signing below, I, _____ (Tenant/Head of Household) hereby certify that all information or documentation submitted by myself or any member of the household Faribault HRA, LLC or the Housing Authority of the City of Faribault in connection with this Agreement (before and during the Lease Term) are true and complete to the best of my knowledge and belief.

By the signatures below, I/we also acknowledge the provisions of this Lease Agreement have been received and thoroughly explained to me/us.

_____	_____
Tenant	Date
_____	_____
Tenant/Co-Tenant	Date
_____	_____
Tenant/Co-Tenant	Date
_____	_____
Tenant/Co-Tenant	Date
_____	_____
Property Manager	Date

35. Special Provisions & Attachments.

Tenant has been provided with the following attachments and information:

☐ Housekeeping Standards	☐ Violence Against Women Act Policy
☐ Maintenance Charges	☐ Pet Policy
☐ House Rules	☐ Section 8 PBV Tenancy Addendum
☐ Smoking Policy	☐ Other: _____

Current copies of the policies, procedures and rules referenced in this Lease Agreement are located in the Community Development Department Office, 208 1st Ave NW, Faribault, MN 55021. These documents may be updated from time to time as necessary, and are available to view during normal business hours.



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Dave Wanberg, Interim Community and Economic Development Director
MEETING DATE: December 12, 2022
SUBJECT: Discuss Housing and Redevelopment Authority taking over Elderly Housing Corporation

BACKGROUND:

Members of the Elderly Housing Cooperation are no longer interested in participating in the Elderly Housing Cooperation. Members would like to explore the idea of the HRA taking over.

REQUESTED ACTION:

Discuss the Housing and Redevelopment Authority taking over the Elderly Housing Cooperation.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Faribault Downtown Central LLC with HRA/EDA Program Guidelines

BACKGROUND:

Due to changes in the initial proposed amount approved by the HRA and EDA, legal counsel has directed staff to take the changes back to the board for review and approval. There will be a special meeting scheduled in the near future to review and approve the proposed changes to this agreement.

REQUESTED ACTION:

No action requested.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: General Discussion Regarding Blight

BACKGROUND:

The City building inspector has identified an area that he sees as blighted. Staff is asking for direction on the priorities of the HRA regarding these types of issues.

REQUESTED ACTION:

Discuss how the Housing and Redevelopment Authority would like to prioritize blight.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: Public Housing Capital Improvement Plan

BACKGROUND:

ISG has submitted a proposal to complete a capital improvement plan on public housing properties. Previously there have been limitations on what improvements could be made due to HUD regulations. With the RAD Repositioning, the budget for capital improvements will allow staff to make capital improvements that may not have been possible prior to the RAD Repositioning. The CIP will provide a long-range plan through a comprehensive assessment of the 49 residential units that will provide direction on prioritizing improvements to these properties for the next 20 years.

ISG proposes to provide the scope of work described within the attached document for \$65,750.

REQUESTED ACTION:

Review and Approve

ATTACHMENTS:

1. 2022-11-08_HRAFacilitiesAssessments_FaribaultMN_ISG

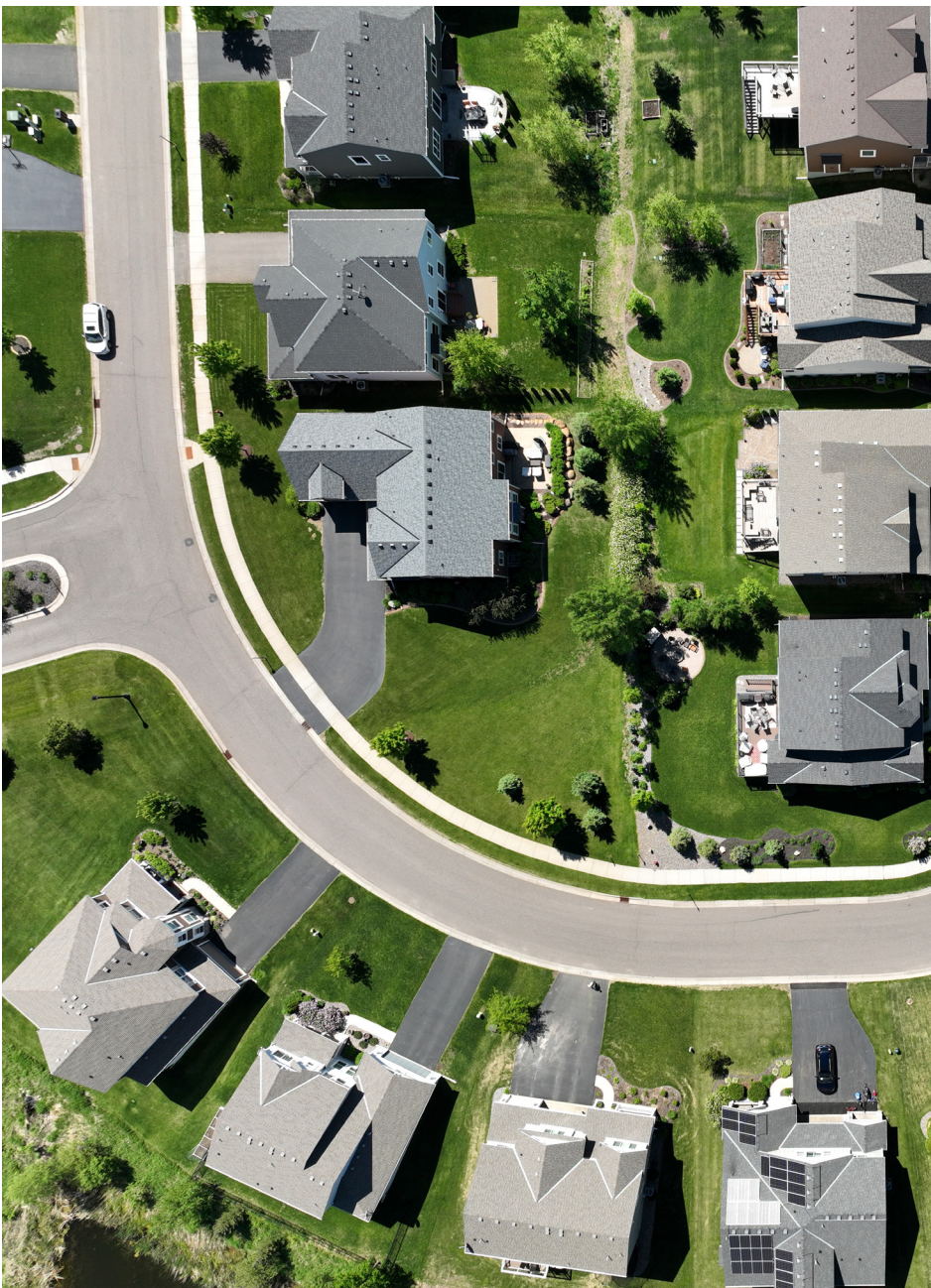
ISG

Architecture
Engineering
Environmental
Planning
ISGInc.com



City of Faribault

Housing & Redevelopment Authority Facilities Assessments Proposal



FOR:

Rebecca Rand

Housing Coordinator

City of Faribault
208 1st Avenue Northwest
Faribault, MN 55021

507.333.0375

rrand@ci.faribault.mn.us

FROM:

Kevin Hildebrandt, CPE, CPS

*Facilities Management and
Planning Strategist*

ISG

115 East Hickory Street + Suite 300
Mankato, MN 56001

507.387.6651

Kevin.Hildebrandt@ISGInc.com

SERVICES

Architecture

- Architecture
- Interior Design
- Landscape Architecture
- Planning

Engineering

- Civil
- Drone
- Electrical
- Land Surveying
- Mechanical
- Municipal
- Refrigeration
- Structural
- Technology
- Telecommunications
- Transportation
- Water/Wastewater
- 3D Scanning

Environmental

- Assessments + Review
- Geographic Information Systems
- Permitting + Compliance
- Planning + Feasibility
- Testing + Monitoring

Planning

- Development
- Engagement
- Funding
- Planning
- Project Evaluation

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NOVEMBER 8, 2022

Rebecca Rand

Housing Coordinator

City of Faribault
208 1st Avenue Northwest
Faribault, MN 55021

507.333.0375

rrand@ci.faribault.mn.us

450+

EMPLOYEES

44

STATES LICENSED

ZWEIG GROUP

HOT FIRM LIST FOR 2022

TOP 500

2022 ENR FIRM

**RE: Housing & Redevelopment Authority
Facilities Assessments Proposal
Faribault, Minnesota**

ISG

Rebecca,

As the City of Faribault's Housing & Redevelopment Authority (HRA) proactively looks to develop a long-range plan through a comprehensive assessment of 49 residential units throughout the City, ISG stands ready and eager to assist as your dedicated partner. To do so, we offer the following advantages:

LOCAL

ISG values relationships and our ability to provide clients with the in-person service they deserve. The majority of the team prepared to assess the City's properties is based in Mankato—making it convenient to collaboratively conduct on-site assessments and attend meetings with you as necessary. Many team members have previously worked in Faribault, as well as directly with the City, equipping them with knowledge of the area and the City's preferred processes.

MULTI-DISCIPLINARY

As a full-service firm with over 450 professionals, ISG has the in-house resources that will be required to fully evaluate each HRA-owned property, meaning the City will not need to hire additional consultants. The ISG team includes licensed engineers and architects with extensive knowledge of specialty areas such as mechanical and electrical systems.

EXPERIENCED

The team leading this project has expansive building assessment, operations, and maintenance experience. With this background, team members will bring significant technical experience. Through this, the City will receive services of a certified Asbestos Site Supervisor, Asbestos Inspector, Asbestos Project Designer, Lead Risk Assessor, Certified Plant Engineer, and Certified Professional Supervisor.

Thank you for contacting ISG to learn more about our firm and how we can help with your planning efforts. The following pages provide additional details about ISG and the services we propose to provide for the City.

Above all else, ISG will serve as a dedicated City partner, committed to completing comprehensive assessments for the HRA that will result in a high-quality report with implementable solutions.

Sincerely,



Kevin Hildebrandt, CPE, CPS

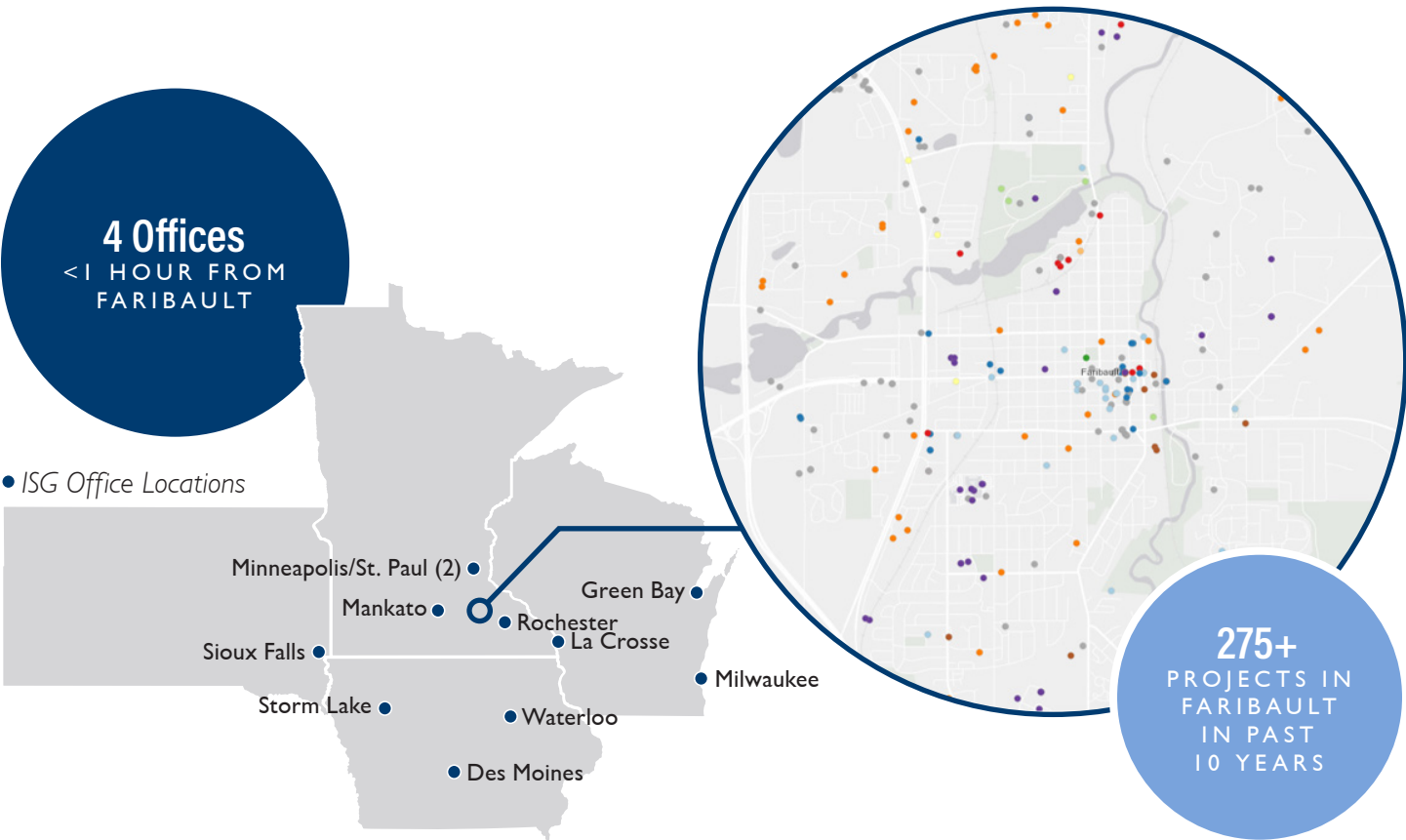
Facilities Management and Planning Strategist

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Firm Profile

TRUE EXPERTISE + WORKING INGENUITY

ISG has a rich history, that extends over 49 years, of building trusting relationships with clients, stakeholders, and the community. As a multi-disciplinary firm that is 100 percent owned by employees, ISG serves numerous business units and fosters strong collaboration between all disciplines, providing clients a diverse knowledge base, high level of creativity, and broad perspective. ISG's business philosophy is centered around building relationships and constantly adding value through new and creative technologies, professionals, and ideas. ISG's flexibility makes it possible; our focus and innovative solutions make it happen.



450+ Multi-Disciplinary Professionals

- | | | |
|--------------------------|--------------------------|--------------------------|
| • Administrative | • Land Survey | • Structural Engineering |
| • Architecture | • Landscape Architecture | • Talent Engagement |
| • Business Development | • Marketing | • Technology |
| • Civil Engineering | • Mechanical Engineering | • Telecommunications |
| • Electrical Engineering | • Pipeline | • Testing |
| • Environmental | • Planning | • Transportation |
| • Finance + Accounting | • Project Delivery | • Water/Wastewater |
| • Information Technology | • Project Management | |
| • Interior Design | • Refrigeration | |

Assessments Team

EXPERIENCED PROFESSIONALS

ISG has an expert team dedicated to facilitating long-term planning and facility assessments. Team leaders, Kevin Hildebrandt and Thad Dahling, have over 54 years of combined experience assessing facility conditions, evaluating space needs, developing long-term plans, and providing budgeting assistance. The project support team will provide specialized insight according to their respective disciplines as they assess existing conditions and prioritize recommended improvements. Together, this team will conduct best-in-class facilities assessments for the City.

Project Leadership



Kevin Hildebrandt,
CPE, CPS
*Facilities Management
and Planning Strategist*



Thad Dahling
*Facilities Management
and Planning Strategist*

Project Support



Bob Mickelson
Senior Project Manager



Mike Nelson, PE
*Specialty Area:
Electrical Engineering*



Steve Schlaak, PE
*Specialty Area:
Mechanical Engineering*



Sam Brockshus, PE
*Specialty Area:
Structural Engineering*



Nathan Hermer, PE
*Specialty Area:
Civil Engineering*



Kevin Bills, AIA
*Specialty Area:
Architecture*



Gina Cooper
*Specialty Area:
Report Development*



Kevin Hildebrandt,
CPE, CPS

Project Leadership

Kevin brings nearly 40 years of experience to the City's facilities assessments project, including 20 years as the Director of Buildings and Grounds for Faribault Public Schools. Throughout his career, Kevin has managed over \$100 million in construction projects from remodels and deferred maintenance projects to large new construction. He understands what it takes to keep facilities operational and uses this awareness to help solve challenging budget, operational, and long-term planning needs.

Kevin's vast experience and firsthand knowledge of facility maintenance and operations allow him to offer practical solutions for partners looking to assess their facilities and develop a strategy for meeting current and future needs. He is a Certified Plant Engineer (CPE) and a Certified Professional Supervisor (CPS). When comprehensive studies are required, Kevin is often ISG's first boots-on-the-ground leader, helping determine the assessment scope required and advising ISG's internal team for each discipline. This proven process ensures facilities are reviewed in a cohesive manner while also allowing for maximum accountability and leadership.

EDUCATION

Riverland Community College
Austin, MN

PROJECT EXPERIENCE

Live Active Apartments Physical Condition Assessment
Mankato, MN

Faribault Public Schools Facilities Assessments
Faribault, MN

Capital Improvement Plan
Madison, SD

Hubbard House Facility Assessment
Mankato, MN

Clay County Facilities Assessments
Spencer, IA

Coulee Region Business Center Facility Assessment
La Crosse, WI



Thad Dahling

Project Leadership

As a strategic and detail-oriented facilities professional, Thad puts the health and safety of building occupants at the forefront of each recommendation he provides. He is driven by creating healthy environments for occupants and visitors. Thad's diverse background includes:

- Assessing facility conditions
- Identifying energy-efficiency upgrades
- Developing long-term maintenance plans
- Outlining the scope, timing, and cost of facility upgrades
- Designing and managing over 100 environmental remediation projects for clients

From his experience with an environmental firm and developing hazardous material management strategies, Thad has developed a solid understanding of Occupational Safety and Health Administration (OSHA) and United States Environmental Protection Agency (EPA) policies and regulations. He holds certifications as an Asbestos Site Supervisor, Asbestos Inspector, Asbestos Project Designer, and Lead Risk Assessor.

EDUCATION

Bachelor of Science in Geography,
Minnesota State University, Mankato
Mankato, MN

PROJECT EXPERIENCE

Hubbard House Facility Assessment
Mankato, MN

Richie Eye Clinic Facility Assessment
Northfield, MN

Faribault Public Schools HVAC Assessments
Faribault, MN

Capital Improvement Plan
Madison, SD

Cresa Facility + Site Assessment
Minneapolis, MN

City of Spencer Municipal Facilities + Needs Assessments
Spencer, IA



Bob Mickelson

With over 40 years of experience leading project management and construction administration for a wide variety of industry partners, Bob has a proven record of providing dependable and practical solutions. His broad portfolio includes extensive work within, and for, the City. Bob will bring significant familiarity of local context when approaching the requirements of this project, as well as a solid understanding of the City's preferred processes.

Exemplifying ISG's client-focused approach, Bob collaborates with municipal clients to provide site and building evaluations that comprehensively assess conditions. His detailed approach to the process helps communities quickly address needed repairs while also developing long-term maintenance plans for the future. Conscious of funding, planning, operational, and cost-efficiency demands, Bob understands the important role public facilities play in communities, and he works with stakeholders to ensure recommendations are sustainable and functional for users and staff.

PROJECT EXPERIENCE

City of Faribault 206 Central Avenue Facade Repair
Faribault, MN

Faribault Senior Center Expansion + Renovation
Faribault, MN

Woodside Apartments Repairs
Mankato, MN

City of Faribault HRA Second Street Northwest Home
Faribault, MN

West Avenue Apartments
Dundas, MN

City of Faribault Robinwood Manor Parking Lot
Faribault, MN

City of Faribault Columbia Hall Structural Assessment
Faribault, MN

Live Active Apartments Physical Condition Assessment
Mankato, MN



Mike Nelson, PE
Specialty Area:
Electrical Engineering

Mike analyzes electrical requirements for existing facilities and develops innovative and economical solutions for renovations or new construction. Licensed in 34 states with 20+ years of experience, his electrical engineering expertise spans all areas from interior spaces, to exterior facades, to sites and parking lots.

Mike is responsible for coordinating lighting, equipment, power, fire alarm, computer, and life safety systems. He is also well-versed in sustainable design and the integration of control systems to improve long-term facility maintenance and operations.

EDUCATION

Bachelor of Science in Electrical Engineering,
Minnesota State University Mankato,
Mankato, MN

PROJECT EXPERIENCE

City of Fairmont Fire Station
Feasibility Study
Fairmont, MN

City of Faribault Emergency
Generator
Faribault, MN

Sibley Park Apartments
Mankato, MN

Uptown Apartments
Silver Lake, MN

Feed Energy Company
Electrical Assessment
Des Moines, IA



Steve Schlaak, PE
Specialty Area:
Mechanical Engineering

Steve has provided mechanical engineering services, including developing specialized HVAC and plumbing solutions for projects across the Midwest. With over 20 years of experience, he has developed expertise in assessing existing facility mechanical systems. Through these assessments, Steve identifies deficiencies and provides recommendations for improvements.

While developing solutions, he utilizes energy modeling to ensure systems provide optimal energy efficiency and reduce future operating costs. Steve brings his keen attention to detail and deep understanding of mechanical systems to the assessment team for this project.

EDUCATION

Bachelor of Science in Mechanical
Engineering, University of Minnesota
Minneapolis, MN

PROJECT EXPERIENCE

Live Active Apartments
Physical Condition Assessment
Mankato, MN

City of Faribault
Columbia Hall Structural Assessment
Faribault, MN

Trinity Church
Mechanical Assessment
Faribault, MN

Richie Eye Clinic Facility Assessment
Northfield, MN

Faribault County
Facilities Assessments
Blue Earth, MN



Sam Brockshus, PE
Specialty Area:
Structural Engineering

As leader of ISG's Structural Engineering Group, Sam has managed a variety of structural assessments, including those for residential, municipal, and commercial facilities. His attention to detail plays a key role in identifying and recommending structural enhancements to transform aging facilities into safe and structurally sound buildings.

As recommendations proceed into renovations or new construction projects, Sam focuses on structural integrity, ensuring facilities meet safety, building use, and occupant requirements. With quality control at the forefront, Sam helps coordinate design disciplines and contractors throughout the construction process.

EDUCATION

Bachelor of Science in Civil Engineering
Minnesota State University, Mankato
Mankato, MN

PROJECT EXPERIENCE

City of Faribault
Columbia Hall Structural Assessment
Faribault, MN

Live Active Apartments
Physical Condition Assessment
Mankato, MN

531 Commercial Street Assessment
Waterloo, IA

Faribault County
Facilities Assessments
Blue Earth, MN

Clay County Facilities Assessments
Spencer, IA



Nathan Hermer, PE
Specialty Area:
Civil Engineering

With an analytical approach and strong communication skills, Nathan develops a high-level understanding of each client's project needs early in the planning process. He is a goals-driven achiever who is passionate about watching ideas come to life.

With previous experience observing construction in the field, Nathan has a boots-on-the-ground perspective, which allows him to carefully consider the practicality of his site designs to avoid costly delays later. His housing designs ensure tenants and end users have a safe and welcoming environment to call home.

EDUCATION

Bachelor of Science in Civil Engineering,
University of Minnesota,
Minneapolis, MN

PROJECT EXPERIENCE

- Faribault Public Schools
Facilities Assessments
Faribault, MN
- C Alan Homes Residential
Development
Faribault, MN
- City of Mankato Stadium Estates
Mankato, MN
- Cottonwood County
Maintenance Shop Site
Feasibility Review
Windom, MN
- Siesta Hills
Mankato, MN



Kevin Bills, AIA
Specialty Area:
Architecture

A focused leader and designer, Kevin guides successful facility assessments with experience and industry expertise to meet and exceed client expectations. His detail-oriented and highly collaborative approach helps him identify facility deficiencies and convey optimal methods for making improvements.

Kevin aims to understand the goals for each project by thoroughly listening to the client's needs to ensure they are being accomplished. His professionalism, leadership, and commitment to excellence translates into successful projects.

EDUCATION

Associate of Architectural and
Commercial Design,
Wisconsin Indianhead Technical College
Rice Lake, WI

PROJECT EXPERIENCE

- Coulee Region Business Center
Facility Assessment
La Crosse, WI
- Great River Residences
Onalaska, WI
- Cedarhurst Development
Cottage Grove, MN
- University of Wisconsin
Facility Assessment
La Crosse, WI
- Dermatology Clinic
Faribault, MN



Gina Cooper
Specialty Area:
Report Development

As a technical writer specializing in facility assessment reports, Gina works to provide clients documents that are succinct while providing details that can help clients thoroughly understand each facility's existing physical condition and recommended improvements. She distills technical information into a graphically-rich format that is easy to understand.

Gina follows a methodical process for document preparation through team collaboration, scheduling software, clear communication, and detailed organization of information to provide the final deliverable within the agreed upon schedule.

EDUCATION

Master of Earth and Environment
Resources Management,
University of South Carolina
Columbia, SC

PROJECT EXPERIENCE

- Live Active Apartments
Physical Condition Assessment
Mankato, MN
- City of Faribault
Columbia Hall Structural Assessment
Faribault, MN
- Faribault County
Facilities Assessments
Blue Earth, MN
- Faribault Public Schools
Facilities Assessments
Faribault, MN

Relevant Experience



Live Active Apartments Facilities Assessments *Mankato, MN*

To assist Interstate Development with maintenance and long-term planning, ISG provided facilities assessments of 19 apartment buildings located within five complexes. The building elements evaluated included interior and exterior architectural and structural elements, as well as mechanical and electrical systems. With the apartments ranging in age from 10 to 50 years old, the renovations and improvements completed prior to the assessments were wide-ranging in scope and time frame, requiring ISG to evaluate systems with a variety of functionality and conditions.

ISG developed a report outlining existing conditions through detailed written commentary and supporting images. The report provided the client with a clear understanding of the findings and recommended solutions. The associated recommendations ranged from duct cleaning, to HVAC system upgrades, to window and roof replacements. The final report also included an estimated cost for each improvement—providing Interstate Development the understanding needed to undertake maintenance and implement a long-term plan.

KEY TAKEAWAYS

- 19 Buildings
- 500+ Apartment Units
- Recommendations Based on System Life Cycles + Costs



City of Faribault Multiple HRA Projects *Faribault, MN*

Since 2019, ISG has collaborated with the City of Faribault for improvements at several HRA properties, including Robinwood, Western Avenue, and 1st Street. Parking lot and sidewalk surveys were completed to facilitate upgrades, including bringing an existing ramp entrance into compliance with Americans with Disabilities Act (ADA) regulations. At Robinwood, ISG assisted with the design and engineering of the parking lot reconstruction which included expanding the existing lot, relocating the garage, and enhancing parking lot lighting.

ISG also provided residential home assessment services for an HRA acquired property located at 1116 2nd Street Northwest. In need of significant repairs, the City contacted ISG to develop a thorough scope of work that could be used to obtain competitive bids for the repairs. To develop the detailed scope of work needed, ISG first conducted a comprehensive assessment of the property, including an on-site visit with City staff to review the property conditions.

KEY TAKEAWAYS

- Multiple Projects
- Surveying
- Parking Lot Reconstruction
- Residential Assessment



The Quarters

Iowa City, IA

The Quarters is a 900-bedroom student housing complex located within a residential building complex that was formerly in disrepair. With visions of a renovated facility and an enhanced student experience for residents, the developer hired ISG to assist with an extensive transformation. ISG started the process by evaluating existing conditions throughout the complex and site before identifying opportunities for improvement.

Moving forward with renovations, ISG provided concepts for significant structural restoration. The project team developed designs to replace rotted wood trusses, siding, and roofing, as well as establishing a plan for significant concrete restoration on the building exteriors. The new buildings include apartments, a clubhouse, and gable overbuild trusses for aesthetic appeal.

KEY TAKEAWAYS

- 183,920 sq. ft.
- 900-Bedroom Housing Complex
- Assessed + Recommended Improvements
- Residential Building Reuse



Minneapolis Public Housing Authority Elliot Twin Towers Rehabilitation

Minneapolis, MN

As part of a major building upgrade at MPHA's Elliot Twin Towers, ISG provided mechanical engineering services to facilitate new plumbing and mechanical systems throughout. The extensive improvements included new four-pipe fancoil systems, chilled water plant, boiler plant, and air-handling systems. Completed in 2021, the renovation provides energy-efficient and comfortable living conditions for residents.

ADDITIONAL MPHA EXPERIENCE*

- 206 2nd Street Northeast
- 600 North 18th Avenue
- 630 Cedar Avenue
- 1015 4th Avenue
- 1314 44th Avenue
- 1515 Park Avenue South
- 1627 South 6th Street
- 1717 Washington Street Northeast
- 2121 Minnehaha Avenue
- 2728 East Franklin Avenue
- 5th Avenue Towers
- Cedar Buildings
- Horn Towers
- Lyndale Manor

*Includes evaluation and improvements of fire protection, mechanical, and plumbing systems



Faribault County Facilities Assessments

Blue Earth, MN

Faribault County hired ISG to conduct assessments of five County-owned facilities, including the Courthouse, Courthouse Annex, Attorney's Office, Public Works, and Law Enforcement Center. ISG performed on-site visits to assess the general condition of each facility, as well as the life cycle and condition of systems and equipment that were identified as priorities during the assessment kickoff process. The five buildings assessed were located at three sites in Blue Earth, Minnesota.

To develop appropriate life cycle recommendations, ISG referenced BOMA resources in conjunction with professional in-house experts. The final 152-page report included an executive summary, detailed descriptions and images of the findings, and 200+ prioritized recommendations with estimated costs based on actual costs for recent, similar projects. The report and cost estimates serve as a working tool for the County to prioritize and implement high priority projects and plan for long-term improvements. Itemized cost estimates are being used as a guide to develop budgets and compare to bids by potential contractors.

KEY TAKEAWAYS

- 5 Buildings
- 200+ Prioritized Recommendations
- Life Safety Insufficiencies Identified
- Multi-Disciplinary Assessment Team



City of Waterloo Facilities Assessments

Waterloo, IA

The City of Waterloo partnered with ISG to obtain planning and prioritization input for long-term facilities maintenance and improvements. ISG conducted physical condition assessments of 30 City-owned facilities through on-site visits to evaluate the overall condition of each facility and site. Additionally, detailed observations of mechanical, electrical, and other relevant elements were conducted to evaluate the age and condition of each component compared to its estimated life cycle. ISG's collaborative and strategic approach brought all disciplines together for the facility evaluations—allowing all systems to be evaluated at once, minimizing disruptions for building users.

Information collected during the on-site visits, including numerous images of building elements and equipment, was incorporated into detailed assessment reports for each facility. A comprehensive final document included an executive summary, all 30 assessment reports, condition ratings for the equipment, recommendations for long- and short-term projects, and suggestions for enhancing operational efficiencies and user experiences.

KEY TAKEAWAYS

- 30 Buildings
- 900,000+ Sq. Ft.
- Detailed Conditions Report
- Prioritized Recommendations List



ADDITIONAL PROJECT SNAPSHOT

531 Commercial Street
Facility Assessment
Waterloo, IA

Columbia Hall Building
Structural Conditions Assessment
Faribault, MN

Compeer Financial
Facilities Assessments
Multiple Midwest Locations

Coulee Region Business Center
Facility Assessment
La Crosse, W

Faribault Public Schools
Facilities Assessments
Faribault, MN

Feed Energy Company
Electrical Assessment
Des Moines, IA

Fire Station Feasibility Study
Fairmont, MN

Gateway Tower
Building Rehabilitation
Duluth, MN

Good Samaritan Society
Building Renovation
St. Peter, MN

Grand River Station
Conditional Assessment
La Crosse, WI

Hubbard House Facility Assessment
Mankato, MN

Humboldt County Law Enforcement
Center Facility Analysis
Dakota City, IA

Humboldt County Law Enforcement
Center Facility Analysis
Dakota City, IA

Lexington Lofts Mechanical Systems
Lexington, MN

Le Sueur County Historic Jail Study
Le Center, MN

Marshall County Courthouse
Facility Assessment + Renovation
Britton, SD

Municipal Facility
Space Needs Assessment
Montgomery, MN

Richie Eye Clinic
Facility Assessment
Northfield, MN

Seward Towers
Building Rehabilitation
Minneapolis, MN

Scott County CDA
Capital Needs Assessments
Belle Plaine, MN

Skyline Tower
Building Rehabilitation
Minneapolis, MN

South Dakota Cultural
Heritage Center Assessments
Pierre, SD

The Brooks Senior Living Renovation
Owatonna, MN

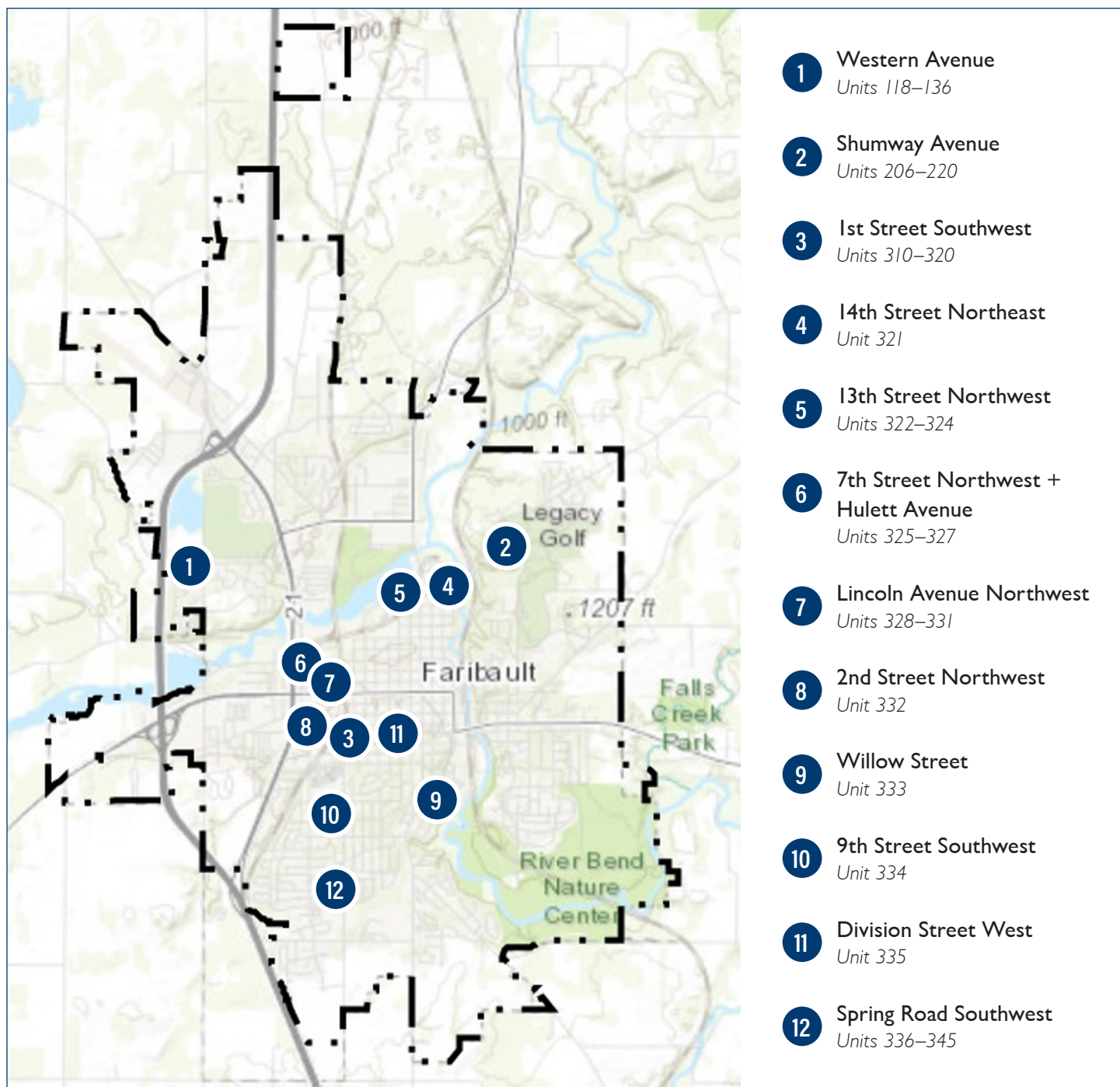
The Quarters Student Housing
Clubhouse Renovation
Oxford, MS

Trinity Lutheran Church
Mechanical Assessment
Faribault, MN

Understanding

ISG is eager to collaboratively help the City through the HRA assessments process. Recognizing the importance of information gathering and due diligence in successful assessment efforts, ISG has reviewed the October 13, 2022 Unit Listing Report, Tenant Rent Roll Report, and Beacon Rice County base parcel information.

We understand the City desires comprehensive assessments of 49 residential units located throughout the City, and that the property evaluations should identify deficiencies and provide prioritized maintenance recommendations. The following shows the units ISG understands should be included in the HRA assessments.



Assessments Scope

COMPREHENSIVE PROCESS

While each building and site will be assessed using the same overarching processes, ISG recognizes that each location will have unique components and needs that require a customized approach. ISG’s licensed experts will review specific attributes applicable to their professional specialty, and will work together to ensure consideration of the big picture as well as the granular details. The following information offers an overview of the steps ISG will take to complete the facilities assessments.

1. Due Diligence + Kickoff Meeting

ISG will facilitate a kickoff meeting with City stakeholders to determine project logistics, confirm the scope of work, establish the schedule and milestones, and identify the preferred communication methods moving forward. This initial meeting will be highly collaborative to ensure ISG and City stakeholders are aligned regarding the project tasks, goals, and deliverables.

2. Physical Conditions Assessments

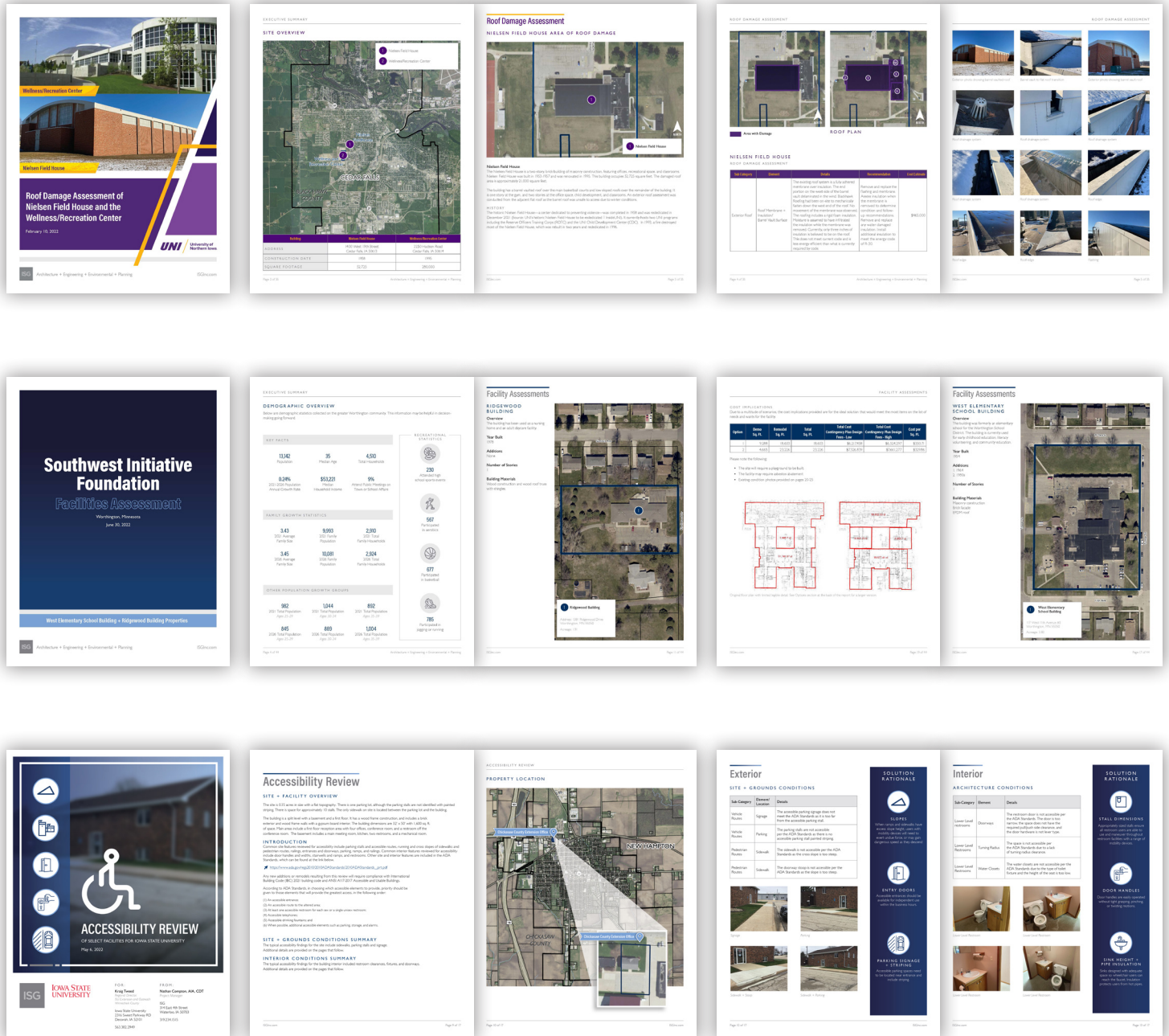
The overall physical condition of each building and supportive infrastructure will be fully evaluated. ISG will investigate critical systems and components of each structure’s site and associated infrastructure, including the estimated ages, conditions, and construction of relevant elements.

If any hazards or facility elements requiring immediate action are found during the assessments, ISG will ensure direct engagement with the City, alerting appropriate stakeholders in a timely manner.

SITE	EXTERIOR BUILDING	INTERIOR BUILDING
• Accessibility • Concrete walkways • Overall site • Parking lots • Pedestrian routes • Storm drainage • Vehicular access	• Building structure, footing, foundation, and framing systems—lintels, concrete, and masonry • Roofing systems • Windows and doors	• Appliances—refrigerator, microwave, stove/oven, washing machine, dryer, water softener, and water heater
LIFE SAFETY + FIRE	HAZARDOUS MATERIALS	MECHANICAL, ELECTRICAL, AND PLUMBING
• Life safety building code components—fire alarms, fire suppression systems, fire walls, fire doors, and exits	• Document any items creating a negative health effect on building occupants	• HVAC systems—age, condition, capacity, and efficiency • Plumbing systems, fixtures, appliances, supply piping, venting, and wastewater piping • Breaker panels, lighting systems, and site lighting
	ACCESSIBILITY	
	• Americans with Disabilities Act (ADA) requirements • Building circulation and access, including to restrooms	

3. Report Development

ISG's facilities assessments report will be provided in an easy-to-read format, including an executive summary, improvement priorities, and opinion of probable costs. By incorporating photographs and graphics to assist with visualizing the written information, the report will clearly show trends that can be understood and used by the City. The report will also include a prioritized task table, showing maintenance or improvements that should be an immediate priority, as well as those that can be planned into the future.



Compensation + Schedule

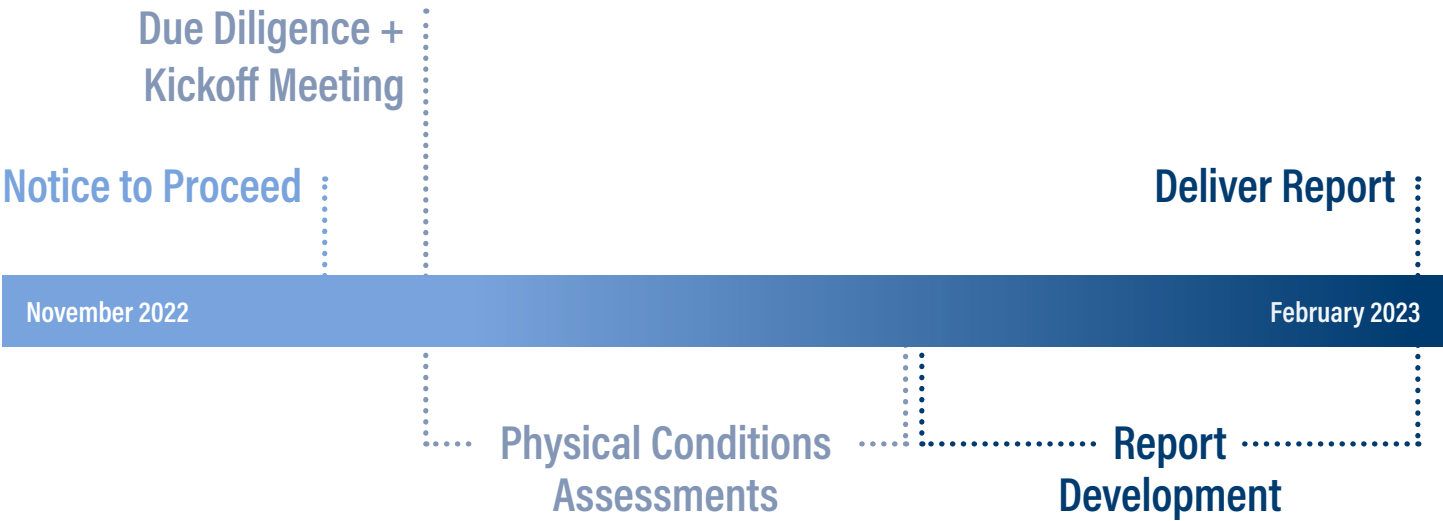
COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation of **\$65,750**.

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

SCHEDULE



APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



Check it out!
➔ bit.ly/termsConditions2022_ISG

EXPERTISE

Architecture
Engineering
Environmental
Planning

WORK

Commercial
Education
Food + Industrial
Government + Cultural
Healthcare
Housing
Mining
Public Works
Sports + Recreation
Telecommunications + Energy
Transportation
Water



Des Moines, IA
Storm Lake, IA
Waterloo, IA
Mankato, MN
Minneapolis/St. Paul, MN
Rochester, MN
Sioux Falls, SD
Green Bay, WI
La Crosse, WI
Milwaukee, WI

ISGInc.com

On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 49+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.





Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: FY 2023 Fair Market Rent

BACKGROUND:

Under the RAD Repositioning, we will need to have the HRA approve the FY 2023 Fair Market Rent rates.

FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2023 Rice County, MN FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$795	\$815	\$1,073	\$1,477	\$1,688
FY 2022 FMR	\$690	\$749	\$986	\$1,337	\$1,493

110% of 2023 FMRs:

2 BR: \$1,180

3 BR: \$1,624

4 BR: \$1,856

REQUESTED ACTION:

Review and Approve

ATTACHMENTS:

1. 2022-16 Fair Market Rents

FARIBAULT HOUSING AND REDEVELOPMENT AUTHORITY

RESOLUTION 2022-16

**AUTHORIZING APPROVAL OF LOW-RENT PUBLIC HOUSING
FY 2023 FAIR MARKET RENT SCHEDULE**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the annual review and adjustment, if required, of FMR; and

WHEREAS, the Faribault Housing and Redevelopment Authority has performed its annual assessment of average rental rates in the community to determine public housing FMR rents; and

NOW, THEREFORE, BE IT RESOLVED, that the Faribault Housing and Redevelopment Authority's governing board authorizes the implementation of its low-rent Public Housing Flat Rent Schedule as amended effective January 1, 2023.

ADOPTED: December 12, 2022

Chairperson

ATTEST:

Secretary



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: Rebecca Rand, Housing Coordinator
MEETING DATE: December 12, 2022
SUBJECT: 2023 Contract Bids

BACKGROUND:

Employees and contractors that perform work at public housing sites are required to be paid in accordance with minimum prevailing wage requirements and/or Davis Bacon wage requirements. HUD requires written contracts in place for every maintenance job at the public housing units. The HRA typically enters into two-year contracts for maintenance services.

Categories of services include plumbing, electrical, extermination, HVAC, unit cleaning, floor cleaning, flooring installation, snow plowing, lawn mowing and landscape maintenance. Several contractors submitted proposals for the various services. The proposal summaries are detailed in the attached document for each service type and the recommended contractor for each service is highlighted.

GENERAL CLEANING SERVICES

All Pro Cleaners, LLC

Total Hourly Rate: \$34.90/hr

CCS Cleaning and Restoration

Total Hourly Rate: \$45.00/hr

FLOOR CLEANING

Carriage Cleaning

Carpet Cleaning – Price per square foot: \$.30/s.f.

ELECTRICAL

Arrow Electric

Total Hourly Rate (8:00 a.m. – 5:00 p.m.): \$70.00/hr

Total Hourly Rate (5:00 p.m. – 8:00 a.m.): \$105/hr
Total Hourly Rate (Holidays) \$140.00/hr

Acorn Electric

Total Hourly Rate (8:00 a.m. – 5:00 p.m.): \$150.00/hr*
Total Hourly Rate (5:00 p.m. – 8:00 a.m.): \$225/hr
Total Hourly Rate (Holidays) \$300.00/hr

*2 hr. minimum.

PLUMBING

Faribo Plumbing

Total Hourly Rate (8:00 a.m. – 5:00 p.m.): \$110.00/hr
Total Hourly Rate (5:00 p.m. – 8:00 a.m.): \$165/hr
Total Hourly Rate (Holidays) \$220.00/hr

FLOORING INSTALLATION

Floor to Ceiling

Luxury Vinyl Plank/Tile – Price per square feet installed \$ 5.00
Carpet – Price per square feet installed \$ 4.00
Sheet Vinyl – Price per square feet installed \$ 4.00
Vinyl Baseboard – price per lineal feet installed \$ 3.00
Carpet pad – price per square feet installed \$ 1.00
Underlayment - price per square feet installed \$ 4.00
Cost of tear up and disposal per square feet \$ 2.00

HVAC

Faribo A/C & Heating, Inc.

Total Hourly Rate (7:30 a.m. – 4:00 p.m.): \$100.00/hr
Total Hourly Rate (4:00 p.m. – 7:30 a.m.): \$150.00/hr Double Time on
Holidays
Total Hourly Rate (Holidays) \$200.00/hr Double

Rivercity Refrigeration

Total Hourly Rate (8:00 a.m. – 5:00 p.m.): \$109.00/hr
Total Hourly Rate (5:00 p.m. – 8:00 a.m.): \$163.50/hr
Total Hourly Rate (Holidays) \$163.50/hr

EXTERMINATION

-

Bug Busters, Inc.

Preventive maintenance/routine inspections: \$2,376/year
Extra treatments between routine treatments: \$38.50
Cost for bed bug chemical treatments: \$220
Cost for bed bug heat treatments: \$1,150 (1 BR)
\$1,150 (2 BR)

\$1,250 (3 BR)
\$1,350 (4+ BR) Max of

\$1,450.00

Adams Pest Control

Preventative maintenance/routine inspections: \$24,240 \$240 + 101 units for one annual

The pest control contract does not have Davis Bacon/minimum wage rate language, as HUD has indicated this maintenance service is exempt from these requirements.

BACKUP MAINTENANCE

Property Pros

General Maintenance: \$47.00/hour

Painting

Wall Prep \$.50/s.f.

Prime/Paint Walls \$1.80/s.f.

Prime/Paint Flat Ceilings \$.1.80/s.f.

Prime/Paint Textured Ceilings \$1.80/sf.

SNOW REMOVAL AND SANDING

RAW Construction

LAWN MOWING AND GROUNDS CLEANUP

Property Pros

LANDSCAPING MAINTENANCE

Property Pros

REQUESTED ACTION:

The HRA is requested to review the proposals submitted for various maintenance services, approve a contractor for each service and authorize the Executive Director and HRA Chairperson to execute the various contract on behalf of the HRA.

REQUESTED ACTION:

Reviw and Approve 2023 Contract Bids

ATTACHMENTS: