



HOUSING & REDEVELOPMENT AUTHORITY AGENDA

PUBLIC MEETING ROOM

MONDAY, NOVEMBER 13, 2023

6:00 PM

1. Call to Order
2. Approval of the Minutes
3. List of Claims for Release
4. Program Reports
 - A. Healthy Community Initiative - October 2023 Updates
5. Property Reports
 - A. Robinwood Manor
 - B. Public Housing
Amendment to the All Pro Cleaners Maintenance Agreement
 - C. Scattered Sites/City Rentals- Monthly Operating and Budget Statement
6. Items for Discussion
 - A. Preliminary Discussion with Three Rivers regarding Robinwood Manor
 - B. Update on the Sale of the HRA's Maintenance Van
 - C. Preliminary Discussion Related to the Use of Downtown Housing Improvement Program Funds for 204 Central Avenue
 - D. Housing Rehab Program
 - E. Resolution 2023-14 Approve Final Property Tax Levy for FY2024
 - F. 2024 Statutory Tort Liability Waiver
7. Other Updates
8. Adjournment



HOUSING & REDEVELOPMENT AUTHORITY MINUTES

PUBLIC MEETING ROOM

MONDAY, OCTOBER 9, 2023

6:00 PM

Meeting Items

1. Call to Order/Introduction of New HRA Member

The regular meeting of the Housing and Redevelopment Authority was called to order by Chair Ahlers at 6:00 pm. Commissioners: Mandy Barnes, Sara Caron, Eric Delgado, Travis Kath, Colin Maltbie, Travis McColley were in attendance. Also in attendance was Director of Community and Economic Development, David Wanberg and Administrative Assistant II, Kari Casper. Kari Casper swore in Eric Delgado to the board and introductions were made.

2. Approval of the Minutes

Motion by Travis McColley, seconded by Sara Caron to approve the minutes. Motion passed unanimously.

3. List of Claims for Release

Motion by Travis McColley, seconded by Sara Caron to Approve. Motion passed.

4. Program and Property Reports

Wanberg gave an update on the wall at Robinwood that the bricks are slightly different but not side-by-side and barely noticeable and will begin soon. The contractor said that it will be done by November 1st and if he has to cover it and heat it, he will not give us an extra charge.

Motion by Colin Maltbie, seconded by Travis McColley to receive and file as presented. The motion passed on a 5/0 vote. Casper added that the claim with the insurance company is still open and the insurance company is open to putting up a smoking shelter. Wanberg stated it will be bolted to the concrete and cannot be put up until the wall is done.

A. Healthy Community Initiative - September 2023 Updates

Wanberg turned the matter over to Nalanie McCutcheon with Healthy Communities Initiative for the update. She indicated that there's been a lot of progress. There have been 30 weatherization done to date. There is a heat tape event coming up to educate. Wanberg did correct that Michele Lane was not hired by the City. However, unbeknownst to the City, Cornerstone hired her to manage the City's properties. As a result, HCI is down by one person under the program. McCutcheon said that they are still trying to figure out what they will do with this loss. Motion by Travis McColley, seconded by Sara Caron to receive and file as presented. The motion passed on a 5/0 vote.

5. Items for Discussion

A. HRA Property Management Update

Wanberg mentioned that Gillian Stepp resigned, which left Cornerstone not sure what they were going to do. They really didn't have a backup and so we expressed some significant concerns. We've had a lot of meetings with them trying to figure this out. They are in breach of contract. Staff asked HUD if they could assist. Staff met with Three Rivers to view the property at Robinwood to see if they were interested in purchasing Robinwood. Cornerstone feels 100% that they can do this work and that they want to do this work, they went out and hired Michele Lane to do the work. Motion by Travis McColley, seconded by Colin Maltbie to receive and file as presented. The motion passed on a 5/0 vote.

B. Status of HRA Work Plan, Programs, and Budget

Three people read the article in the newspaper and the HRA would like to see the list and the program guidelines for the next meeting. Motion by Travis McColley, seconded by Colin Maltbie to waive the application fees and advise potential applicants that we are in the middle of the budget discussions and directed staff to bring this matter back to the next meeting. The motion carried on a 5/0 vote.

C. Resolution 2023-13 Authorize the Community and Economic Development Director to Sell the HRA's Maintenance Van

The HRA received two bids. Bliss offered to sell it on consignment for the HRA. Motion by Travis McColley, seconded by Sara Caron to Approve Resolution 2023-13. The motion passed on a 5/0 vote.

6. Announcements and Other Updates

Ian Luker no longer works for the city. We are trying to get the FDC worked out. The last thing was to hold a joint meeting with the HRA and EDA regarding the FDC and still working that out.

7. Adjournment

Motion by Colin Maltbie, seconded by Sara Caron to Adjourn at 7:16 p.m.. The motion passed on a 5/0 vote.

By: _____
Kari Casper



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Community and Economic Development Director
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: List of Claims for Release

BACKGROUND:

Review the attached list of claims that are HRA's responsibility. City staff will be available to answer HRA's questions regarding the claims.

REQUESTED ACTION:

Approve the release of the attached list of claims.

ATTACHMENTS:

1. 11.08.2023 HRA Aging
2. 11.08.2023 Robinwood Manor Aging

Payables Aging Report

Period: -11/2023

As of : 11/08/2023

Payee Name	Invoice	Property	Invoice Date	Due Date	Account	Invoice #	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Notes
Notes												
All Pro Cleaners, LLC.												
		Public Housing Hf	10/2/2023	10/12/2023	6211 Contracted Labor - Mainten	2037	139.60	0.00	139.60	0.00	0.00	
		Public Housing Hf	11/1/2023	11/11/2023	6211 Contracted Labor - Mainten	2075	1,055.74	1,055.74	0.00	0.00	0.00	
All Pro Cleaners, LLC.							1,195.34	1,055.74	139.60	0.00	0.00	
Arrow Electric, LLC.												
		Public Housing Hf	9/9/2023	9/9/2023	6212 Repairs & Maintenance - Bu	2704	250.56	0.00	0.00	250.56	0.00	
		Public Housing Hf	10/8/2023	10/8/2023	6212 Repairs & Maintenance - Bu	2716	162.28	0.00	162.28	0.00	0.00	
		Public Housing Hf	10/15/2023	10/15/2023	6219 Purchased Services - Maint	2747	142.13	142.13	0.00	0.00	0.00	
Arrow Electric, LLC.							554.97	142.13	162.28	250.56	0.00	
City of Faribault												
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-000 09/1	13.00	0.00	13.00	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-001 09/1	13.00	0.00	13.00	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-003 09/1	13.11	0.00	13.11	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-004 09/1	13.81	0.00	13.81	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-006 09/1	13.81	0.00	13.81	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-007 09/1	13.19	0.00	13.19	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-016 09/1	13.81	0.00	13.81	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-026 09/1	13.00	0.00	13.00	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-173 09/1	26.94	0.00	26.94	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-175 09/1	31.32	0.00	31.32	0.00	0.00	
		Public Housing Hf	9/11/2023	10/5/2023	6430 Water and Sewer	005090-176 09/1	26.86	0.00	26.86	0.00	0.00	
City of Faribault							191.85	0.00	191.85	0.00	0.00	
HD Supply Facilities Maintenance, Ltd.												
		Public Housing Hf	5/5/2023	5/5/2023	6216 Supplies - Maintenance	9213999021	-509.77	0.00	0.00	0.00	-509.77	
		Public Housing Hf	5/16/2023	5/16/2023	6216 Supplies - Maintenance	9214311178	-197.88	0.00	0.00	0.00	-197.88	Items returned
		Public Housing Hf	6/16/2023	6/16/2023	6216 Supplies - Maintenance	1409366582	-312.53	0.00	0.00	0.00	-312.53	
		Public Housing Hf	5/1/2023	5/31/2023	6216 Supplies - Maintenance	9213822459	540.25	0.00	0.00	0.00	540.25	
		Public Housing Hf	5/3/2023	6/2/2023	6216 Supplies - Maintenance	9213903287	110.52	0.00	0.00	0.00	110.52	
HD Supply Facilities Maintenance, Ltd.							-369.41	0.00	0.00	0.00	-369.41	
Kennedy & Graven, Chartered												
		Public Housing Hf	9/6/2023	9/6/2023	7266 Legal Fees - Business Entity	FA155-00090 09/	129.90	0.00	0.00	129.90	0.00	
		Public Housing Hf	6/22/2023	6/22/2023	7266 Legal Fees - Business Entity	FA155-00087 06/	371.00	0.00	0.00	0.00	371.00	
		Public Housing Hf	10/9/2023	10/9/2023	7266 Legal Fees - Business Entity	FA155-00010 10/	108.25	0.00	108.25	0.00	0.00	
Kennedy & Graven, Chartered							609.15	0.00	108.25	129.90	371.00	
Lampert Lumber												
		Public Housing Hf	9/7/2023	9/7/2023	6216 Supplies - Maintenance	2008141	27.47	0.00	0.00	27.47	0.00	
Lampert Lumber							27.47	0.00	0.00	27.47	0.00	
Property Pros of Faribault, LLC												
		Public Housing Hf	10/2/2023	10/2/2023	6225 Grounds/Lawn Care	7179	3,052.61	0.00	3,052.61	0.00	0.00	
		Public Housing Hf	10/2/2023	10/2/2023	6225 Grounds/Lawn Care	7214	1,220.59	0.00	1,220.59	0.00	0.00	
		Public Housing Hf	10/5/2023	10/5/2023	6225 Grounds/Lawn Care	7215	1,594.75	0.00	1,594.75	0.00	0.00	
		Public Housing Hf	11/1/2023	11/1/2023	6225 Grounds/Lawn Care	7218	578.00	578.00	0.00	0.00	0.00	
		Public Housing Hf	11/1/2023	11/1/2023	6225 Grounds/Lawn Care	7219	4,190.15	4,190.15	0.00	0.00	0.00	
Property Pros of Faribault, LLC							10,636.10	4,768.15	5,867.95	0.00	0.00	
ShofCorp LLC.												
		Public Housing Hf	9/8/2023	10/10/2023	6219 Purchased Services - Maint	171351	140.10	0.00	0.00	140.10	0.00	
ShofCorp LLC.							140.10	0.00	0.00	140.10	0.00	
Tom's Lock & Key												
		Public Housing Hf	8/18/2023	8/18/2023	6216 Supplies - Maintenance	0013562	80.00	0.00	0.00	80.00	0.00	
Tom's Lock & Key							80.00	0.00	0.00	80.00	0.00	
Xcel Energy												
		Public Housing Hf	9/7/2023	10/4/2023	6410 Electricity	843878454	38.98	0.00	0.00	38.98	0.00	
Xcel Energy							38.98	0.00	0.00	38.98	0.00	
Yardi Systems, Inc.												
		Public Housing Hf	9/15/2023	9/15/2023	6853 Computer	4235160	417.48	0.00	417.48	0.00	0.00	
Yardi Systems, Inc.							417.48	0.00	417.48	0.00	0.00	
Grand Total							13,522.03	5,966.02	6,887.41	667.01	1.59	

Payables Aging Report

Period: -11/2023

As of : 11/08/2023

Payee Name	Invoice	Property	Invoice Date	Due Date	Account	Invoice #	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Notes
Notes												
Advanced Facilities												
		Robinwood Mano	11/3/2023	11/3/2023	6212 Repairs & Maintenance - Bu	INV12414	578.66	578.66	0.00	0.00	0.00	
Advanced Facilities							578.66	578.66	0.00	0.00	0.00	
All Pro Cleaners, LLC.												
		Robinwood Mano	10/2/2023	10/12/2023	6211 Contracted Labor - Mainten	2036	1,238.96	0.00	1,238.96	0.00	0.00	
All Pro Cleaners, LLC.							1,238.96	0.00	1,238.96	0.00	0.00	
Cintas Corp												
		Robinwood Mano	9/21/2023	9/21/2023	7246 Housekeeping Supplies	4168561393	19.74	0.00	19.74	0.00	0.00	
Cintas Corp							19.74	0.00	19.74	0.00	0.00	
Culligan of Faribault												
		Robinwood Mano	8/31/2023	8/31/2023	6214 Routine Maintenance - Equi	119X00914502	122.50	0.00	0.00	122.50	0.00	
		Robinwood Mano	9/30/2023	9/30/2023	6214 Routine Maintenance - Equi	119X00931902	168.00	0.00	168.00	0.00	0.00	
Culligan of Faribault							290.50	0.00	168.00	122.50	0.00	
Faribault Interiors Inc												
		Robinwood Mano	11/2/2023	11/2/2023	6212 Repairs & Maintenance - Bu	59714	350.00	350.00	0.00	0.00	0.00	
Faribault Interiors Inc							350.00	350.00	0.00	0.00	0.00	
Flex Comm Security												
		Robinwood Mano	9/22/2023	10/1/2023	6211 Contracted Labor - Mainten	55392	70.54	0.00	70.54	0.00	0.00	
Flex Comm Security							70.54	0.00	70.54	0.00	0.00	
HD Supply Facilities Maintenance, Ltd.												
		Robinwood Mano	7/12/2023	8/11/2023	6216 Supplies - Maintenance	9216219836	66.68	0.00	0.00	0.00	66.68	
HD Supply Facilities Maintenance, Ltd.							66.68	0.00	0.00	0.00	66.68	
Kennedy & Graven, Chartered												
		Robinwood Mano	9/6/2023	9/6/2023	7266 Legal Fees - Business Entity	FA155-00010 09/	64.95	0.00	0.00	64.95	0.00	
		Robinwood Mano	7/31/2023	7/31/2023	7266 Legal Fees - Business Entity	FA155-00010 07/	1,104.15	0.00	0.00	0.00	1,104.15	
Kennedy & Graven, Chartered							1,169.10	0.00	0.00	64.95	1,104.15	
MEI Total Elevator Solutions												
		Robinwood Mano	10/1/2023	10/1/2023	6257 Elevator Maintenance	1040870	216.13	0.00	216.13	0.00	0.00	
		Robinwood Mano	11/1/2023	11/1/2023	6257 Elevator Maintenance	1045294	216.13	216.13	0.00	0.00	0.00	
MEI Total Elevator Solutions							432.26	216.13	216.13	0.00	0.00	
Mullenberg Plumbing & Heating												
		Robinwood Mano	10/13/2023	10/13/2023	6211 Contracted Labor - Mainten	8949	212.65	212.65	0.00	0.00	0.00	
Mullenberg Plumbing & Heating							212.65	212.65	0.00	0.00	0.00	
Olympic Fire Protection Corp.												
		Robinwood Mano	10/17/2023	11/16/2023	6260 Fire Prevention & Maintenan	10001500	315.00	315.00	0.00	0.00	0.00	
Olympic Fire Protection Corp.							315.00	315.00	0.00	0.00	0.00	
Summit Fire Protection												
		Robinwood Mano	10/25/2023	10/25/2023	6260 Fire Prevention & Maintenan	140013661	220.00	220.00	0.00	0.00	0.00	
Summit Fire Protection							220.00	220.00	0.00	0.00	0.00	
Virg's Appliance												
		Robinwood Mano	10/25/2023	10/25/2023	1850 Machinery, Equipment, & A	19168	898.40	898.40	0.00	0.00	0.00	
		Robinwood Mano	10/25/2023	10/25/2023	1850 Machinery, Equipment, & A	19167	85.00	85.00	0.00	0.00	0.00	
Virg's Appliance							983.40	983.40	0.00	0.00	0.00	
Yardi Systems, Inc.												
		Robinwood Mano	9/15/2023	9/15/2023	6853 Computer	4235160	434.52	0.00	434.52	0.00	0.00	
Yardi Systems, Inc.							434.52	0.00	434.52	0.00	0.00	
Grand Total							6,382.01	2,875.84	2,147.89	187.45	1,170.83	



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Healthy Community Initiative - October 2023 Updates

BACKGROUND:

On June 15, 2023, the Faribault Housing and Redevelopment Authority (the "HRA") formalized a partnership with the Healthy Community Initiative (the "HCI"). This collaboration is aimed at delivering mobile home rehabilitation services, facilitated by HCI's Mobile Home Rehabilitation Coordinators.

REQUESTED ACTION:

Receive and file as presented.

ATTACHMENTS:

1. Faribault HRA Update 11.13.2023



11/13/2023 Faribault HRA Update*:

- The Pilot Project of Xcel Energy is still in process. 11 new referrals were sent to Xcel.
- 7 homes have had heat tape installed. 2 homes were reviewed and were still good, and 1 home will require professional assistance.
- 6 homes had furnace repairs done and 2 are pending contractor scheduling
- 1 home had a water heater installed; 1 home had a toilet replaced.
- 1 home had leaks fixed in the kitchen and the bathroom.
- Currently planning more events, please let us know if you or someone you know would like to volunteer!

* GUH's contract with the City of Faribault HRA began 6/15/2023 and runs through 6/15/2025. Funding prior to 6/15/2023 for work in Faribault was supported by the Rice County Family Services Collaborative.

Mobile Home Rehabilitation Dashboard

May 2022 through Present

Last Updated: 10/21/2023 11:03:50 PM (updates weekly)

Community

Faribault

☐ (All)

☒ Faribault

☐ Northfield

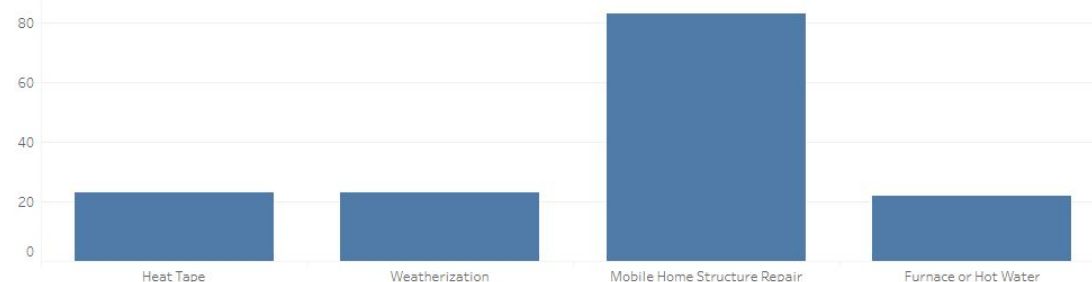
Households Served

68

Interactions

194

Services Provided



Mobile Home Assessments Completed

County Wide : 43
Faribault : 17
Northfield : 26

(not automatically updated)

Interactive dashboard can be found at this [LINK!](#)

5.A



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Robinwood Manor

BACKGROUND:

Occupancy is at 99% with one unit vacant. There was an individual attempting to move in on November 1; however, they were waylaid by COVID and will remain on the list for the next available unit. Staff has moved on to the next potential applicant on our list and is currently in the process of verifying their eligibility. Staff also received a notice to vacate from another tenant who intends on being out by December 1, 2023. Construction has begun on the wall.

REQUESTED ACTION:

Receive and file as presented.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Public Housing

BACKGROUND:

Occupancy remains at 97%. With the assistance of Rice County HRA, they have verified two families for eligibility for the vacant 2 and 3-bedroom units and, hopefully, will be moving in by December 1, 2023. That will leave one unit open which is still being worked on.

REQUESTED ACTION:

Receive and file as presented.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority

FROM: David Wanberg, Community and Economic Development Director

THROUGH: David Wanberg, Director of Community and Economic Development

MEETING DATE: November 13, 2023

SUBJECT: Amendment to the All Pro Cleaners Maintenance Agreement

BACKGROUND:

The HRA's contract with All Pro Cleaners includes weekly exterior litter removal at some, but not all, scattered sites, as noted below. Staff recommends that the contract includes exterior litter removal at all scattered sites, including the sites at Lincoln Avenue, Division Street, Willow Street, 9th Avenue, 2nd Street, and 7th Street.

Currently, the contract reads:

2. SCOPE OF WORK – GENERAL CLEANING

- A. Contractor shall provide all material and services to clean, as ordered, every dwelling unit project from which a resident has recently vacated. This includes, but is not limited to, countertops, appliances, behind appliances, drawers, windows, window wells, walls, sin showers, shower surrounds, millwork, doors, closets, shelves, etc.
- B. Contractor shall provide all material and services to clean, as directed, the interior common areas of Robinwood Manor at least 3 times per week.
- C. Cleaning to be done in compliance with the attached checklists.
- D. Scope of work also includes weekly exterior litter removal from the grounds, parking lot and landscaping at the following sites:
 - 1518-1536 Western Avenue
 - 904 A – 904 D Spring Road
 - 910-920 SW 1st Street

REQUESTED ACTION:

Direct staff to amend the current contract with All Pro Cleaners to include weekly exterior litter removal at all scattered sites. Staff will then bring back a revised contract for HRA action in December.

5.B

ATTACHMENTS:

1. 2023-2024 Cleaning Contract -- All Pro Cleaners
2. HRA Cleaning -- Scope of Work

2023 – 2024 CONTRACT FOR SERVICES – CLEANING SERVICES

This Agreement is entered into this 1st day of January 2023 between the Housing and Redevelopment Authority of Faribault (“HRA”), and All Pro Cleaners, LLC, for unit turnover cleaning, routine common area cleaning and litter pick-up services at various low-rent public housing units and Robinwood Manor Apartments.

1. Recitals.

1.1 The HRA is entering into this contract as the agent or owner of the properties listed and the respective property owners and managers.

The properties are:	<u>Property Address</u>	<u>Property Owner</u>
	Low-Rent Public Housing Units	
	1518 Western Ave	1520 Western Ave
	1522 Western Ave	1524 Western Ave
	1526 Western Ave	1528 Western Ave
	1530 Western Ave	1532 Western Ave
	1534 Western Ave	1536 Western Ave
	1806 Shumway Ave	1808 Shumway Ave
	1810 Shumway Ave	1812 Shumway Ave
	1814 Shumway Ave	1816 Shumway Ave
	1818 Shumway Ave	1820 Shumway Ave
	910 SW 1 st St	912 SW 1 st St
	914 SW 1 st St	916 SW 1 st St
	918 SW 1 st St	920 SW 1 st St
	20 NE 14 th St	1225 NW 2 nd St
	830 SW 9 th Ave	621 Hulet Ave
	725 Willow St	404 NW 13 th Street
	408 NW 13 th St	412 NW 13 th St
	1319 NW 7 th St	1323 NW 7 th St
	519 Lincoln Ave	521 Lincoln Ave
	523 Lincoln Ave	527 Lincoln Ave
	900 A Spring Rd	900 B Spring Rd
	900 C Spring Rd	900 D Spring Rd
	902 A Spring Rd	902 B Spring Rd
	904 A Spring Rd	904 B Spring Rd
	904 C Spring Rd	904 D Spring Rd
	523 W Division St	
	Robinwood Manor Apartments	Elderly Housing Corporation
	1324 Prairie Avenue	

2. Contract Documents.

26 November 21, 2022

2.1 The Contract between the parties consists of this document, ALL PRO CLEANERS, LLC's executed Proposal Form dated ~~December 4, 2018~~; current Maintenance Wage Rate Determination HUD Form 52158 and any future amendments; Description of Work Requested; HUD Form 5370-EZ, General Conditions for Small Construction/Development Contracts; Labor Relations Letters 2004-01, 2006-02 and 2006-03; and the booklet Making Davis Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects. In the event of an inconsistency between this document and the Bid Proposal Form, this document shall control.

3. Compensation.

3.1 HRA shall pay ALL PRO CLEANERS, LLC for services at the rates identified in the Bid Proposal Form, which is attached to this document for reference.

HRA shall pay ALL PRO CLEANERS, LLC within thirty (30) days of receipt of billings by ALL PRO CLEANERS, LLC **and**, if work was done on one of the HRA-owned low-rent public housing units, the required certified payroll form WH-347 or other comparable certified payroll report. Billing shall constitute certification by ALL PRO CLEANERS, LLC that the work described has been completed in accordance with the contract and in a workmanlike manner.

If HUD issues a new Maintenance Wage Rate Determination HUD Form 52158 that affects the applicable classification wage rate, ALL PRO CLEANERS, LLC shall comply with these new requirements. If, due to dramatic changes in the prevailing wage rate, oil prices, or other factors, the prices identified in the Bid Proposal Form must be adjusted prior to the contract expiration, these changes must be approved in writing by both parties thirty days prior to the change becoming effective.

4. Term.

4.1 This Agreement shall begin on January 1, 2023 and expire on December 31, 2024.

4.2 The HRA may terminate this Agreement without cause upon 30 days written notice.

5. Minimum Prevailing Wage Requirements.

5.1 Any services performed at one of the HRA's low-rent public housing units are subject to minimum prevailing wage requirements pursuant to HUD Labor Relations requirements.

5.2 ALL PRO CLEANERS, LLC agrees to comply with HUD minimum prevailing wage rate requirements as identified on the current Maintenance Wage Rate Determination HUD Form 52158 and any future amendments, in addition to required monitoring and recordkeeping, including employee interviews and submitting certified copies of payroll forms to the HRA.

6. Hiring Requirements.

6.1 Any services performed at one of the low-rent public housing units are subject to Section 3 hiring requirements. ALL PRO CLEANERS, LLC must certify preference will be given to new hires that are Section 3 residents.

6.2 ALL PRO CLEANERS, LLC must document any steps taken to comply with Section 3 hiring requirements or certify they are a Section 3 business concern.

7. Insurance.

7.1 ALL PRO CLEANERS, LLC agrees to keep in force statutory workers' compensation insurance. If the contractor is self-insured and exempt from workers' compensation insurance requirements, ALL PRO CLEANERS, LLC must provide the HRA with a copy of the certificate from the State of Minnesota indicating that the company is self-insured and exempt from such requirements. Additionally, ALL PRO CLEANERS, LLC shall maintain liability coverage for all work covered under the Agreement naming the HRA as an additional insured in at least the amount of \$500,000 per claimant and \$2,000,000 for each incident.

8. Contacts.

8.1 HRA/City: Rebecca Rand, Housing Coordinator
Community Development Department
208 NW First Avenue
Faribault, MN 55021
Phone: 507.333.0375 Fax: 507.384.0507
E-mail: rrand@ci.faribault.mn.us

8.2 ALL PRO CLEANERS, LLC: Laura L. Bartsch
ALL PRO CLEANERS, LLC
P.O. Box 472
Faribault, MN 55021
Phone: (507) 412-1248
E-mail: ~~laura.mnservices@gmail.com~~
laura@all-procleaners.com JB

9. Consideration.

9.1 ALL PRO CLEANERS, LLC, for and in consideration of the payment or payments herein specified and by the HRA to be made, hereby covenants and agrees to provide the services, products, all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary to complete and fulfill the requirements as described in the Proposal submitted by ALL PRO CLEANERS, LLC (hereinafter referred to as the "Proposal"), which is hereby referred to and attached and made a part of this Agreement as fully and to the same extent as if set forth herein in detail.

10. Performance of Work.

10.1 ALL PRO CLEANERS, LLC also agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Proposal, and the requirements of federal, state and local laws, ordinances, regulations, standards, and specifications of the HRA and shall be subject to the inspection and approval of the proper authorities of the HRA for the supervision of the work, and in case any of said material or labor shall be rejected by the HRA as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the HRA at the cost and expense of ALL PRO CLEANERS, LLC.

In order to minimize the disturbance of residents, work shall be performed between the hours of 7:00 a.m. – 6:00 p.m., Monday through Friday, or between the hours of 9:00 a.m. – 5:00 p.m. on Saturday and Sunday. If ALL PRO CLEANERS, LLC wishes to perform work outside of these hours, this must be approved by the HRA on a case-by-case basis, prior to the commencement of such work. Routine cleaning at Robinwood Manor must be done a minimum of three times per week on non-consecutive days.

Employees, contractors and subcontractors of ALL PRO CLEANERS, LLC shall not use obscene or inappropriate language, participate in inappropriate behavior or smoke in the units, commons areas or grounds where the work is being performed. The HRA considers inappropriate behavior to include sexual harassment, asking residents for dates or inappropriate personal information, requesting sexual favors or any other similar behavior.

ALL PRO CLEANERS, LLC shall clean their work area, particularly any work performed in the common areas or grounds, before leaving each day and at the completion of the entire job.

ALL PRO CLEANERS, LLC shall not leave any areas unsecured or unattended.

11. Non-Discrimination Clause.

11.1 ALL PRO CLEANERS, LLC agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement, no contractor, material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of work under this Agreement on account of race, creed, color, sex or national origin; that any violation of this paragraph shall be a misdemeanor; and that this Agreement may be canceled or terminated by the HRA and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

12. Indemnification.

12.1 ALL PRO CLEANERS, LLC hereby agrees to protect, defend and hold the HRA and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. ALL PRO CLEANERS, LLC, and ALL PRO CLEANERS, LLC's successors or assigns, agree to protect, defend and save the HRA, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the HRA of any immunities, defenses, or other limitations on liability to which the HRA is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

13. Waiver of Claims.

13.1 In consideration for this Agreement, ALL PRO CLEANERS, LLC, for ALL PRO CLEANERS, LLC, ALL PRO CLEANERS, LLC's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the HRA, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, HRA consideration, execution and performance of this Agreement between the parties.

14. Amendments.

14.1 Any amendment to this Agreement must be in writing and signed by both parties.

15. Agreement Binding; Assignment of Agreement.

15.1 This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the HRA.

16. Execution Authority.

16.1 Each of the undersigned parties warrants it has the full authority to execute this Agreement.

17. HRA Members Not Personally Liable.

17.1 No officer, agent or employee of the HRA shall be personally liable to ALL PRO CLEANERS, LLC, or any successor in interest, in the event of any default or breach by the HRA on any obligation or term of this Agreement.

18. Relationship of Parties.

18.1 ALL PRO CLEANERS, LLC acknowledges that nothing contained in this Agreement nor any act by the HRA or ALL PRO CLEANERS, LLC shall be deemed or construed by ALL PRO CLEANERS, LLC or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the HRA and ALL PRO CLEANERS, LLC.

19. Execution in Counterparts.

19.1 This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

20. Governing Law and Venue.

20.1 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.

21. Compliance With Laws.

21.1 ALL PRO CLEANERS, LLC warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all specifications of the HRA.

22. Entire Agreement.

22.1 This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire Agreement between the HRA and ALL PRO CLEANERS, LLC, and supersedes any other written or oral agreements between and HRA and ALL PRO CLEANERS, LLC.

23. Validity of Agreement Provisions.

23.1 In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

24. Enforcement of Agreement Provisions.

24.1 No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

25. Data Practices Compliance.

25.1 Any and all data created, collected, received, stored, used, maintained, or disseminated by ALL PRO CLEANERS, LLC 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, and ALL PRO CLEANERS, LLC must comply with these requirements as if it were a government entity. This paragraph does not create a duty on the part of ALL PRO CLEANERS, LLC 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.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF FARIBAULT**

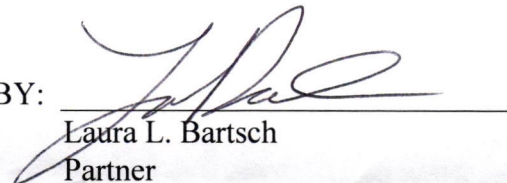
BY:



David Wanberg
Executive Director

ALL PRO CLEANERS, LLC

BY:



Laura L. Bartsch
Partner



Matthew Speckhals
Chairperson

THIS DOCUMENT WAS DRAFTED BY:
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

DESCRIPTION OF WORK REQUESTED AND CONDITIONS GENERAL CLEANING SERVICES AND FLOOR CLEANING SERVICES

1. PURPOSE

The U.S. Department of Housing and Urban Development (HUD) and the Department of Labor are requiring that federally funded projects pay employees and contractors in compliance with minimum maintenance wage requirements and to execute contracts for all such services. The Faribault Housing and Redevelopment Authority wishes to enter into two-year contracts with vendors in order to provide continuity in services. The purpose of this work description is to contract general cleaning services and floor cleaning services for the following locations (101 units) in Faribault, Minnesota:

Market-Rate Housing:	16 SE 1 st Street (single-family house)
Project-Based Section 8:	Robinwood Manor Apartments, 1324 Prairie Avenue (51 units)
Public Housing:	1518 – 1536 Western Avenue (2 five plexes)
	1806 – 1818 Shumway Avenue (4 duplexes)
	910-920 SW 1 st Street (1 six plex)
	20 NE 14 th Street (single-family house)
	404-412 13 th Street (1 duplex and a single-family house)
	1319 – 1323 NW 7 th Street (1 duplex)
	621 Hulett Avenue (single-family house)
	519 – 527 Lincoln Avenue (1 fourplex)
	1225 NW 2 nd Street (single-family house)
	725 Willow Street (single-family house)
	830 SW 9 th Avenue (single-family house)
	523 W Division Street (single-family house)
	900 – 904 Spring Road (5 duplexes)

REQUIRED INSURANCE

The selected firm must provide proof of the following insurance coverage. Liability coverage for all work covered under the RFP and naming the HRA as an additional insured in at least the amount of \$500,000 per claimant and \$2,000,000 for each incident.

1. Commercial General Liability
2. Product Liability including Completed Operations
3. Auto Owners, Hired or Leased
4. Worker's Compensation

MINIMUM PREVAILING WAGE REQUIREMENTS

Services for the Public Housing units are subject to minimum prevailing wage requirements pursuant to HUD and DOL Labor Relations requirements. Employees performing services at the Public Housing units must be paid the minimum prevailing wage and overtime for any hours worked over 40 per week. Current maintenance wage rates are as follows:

Cleaning: \$10.61/hour

Be advised that HUD will amend these figures in December 2022 for the year 2023, and the selected contractor must be able to pay employees at the updated rate. In addition, contractors are required to submit certified payroll records for all employees that perform services at the Public Housing units. The completed payroll forms must be submitted and accepted prior to release of payment for services.

2. **SCOPE OF WORK – GENERAL CLEANING**

- A. Contractor shall provide all material and services to clean, as ordered, every dwelling unit at each project from which a resident has recently vacated. This includes, but is not limited to, cabinets, countertops, appliances, behind appliances, drawers, windows, window wells, walls, sinks, bathtubs, showers, shower surrounds, millwork, doors, closets, shelves, etc.
- B. Contractor shall provide all material and services to clean, as directed, the interior common areas of Robinwood Manor at least 3 times per week.
- C. Cleaning to be done in compliance with the attached checklists.
- D. Scope of work also includes weekly exterior litter removal from the grounds, parking lots and landscaping at the following sites:
 - 1518-1536 Western Avenue
 - 904 A – 904 D Spring Road
 - 910-920 SW 1st Street
- D. Contractor must specify in this proposal availability (hours of the day and week which the FHRA can rely on the services). Any limitations upon availability must be clearly identified, e.g., will not work Sundays or Holidays. Any premium rates for services outside of "normal" hours specified must be clearly identified in this proposal. It is essential that the FHRA be able to rely upon contractor's availability at the time when a unit is vacated and available for cleaning. Any delays in cleaning causing undue hardship will be grounds for termination by FHRA of contractor's services on written 30-day notice. It is of particular importance that the FHRA can rely on timely contractor performance and not have its work set aside in favor of a conflict with any competing job. Contractor will be made aware of upcoming units as soon as possible but the definite date to clean may not be known until possibly two or three days before needed. Cleaning may occur during evening hours, weekends or holidays. It is important the cleaning contractor be able to coordinate a schedule with the painting contractor and/or FHRA staff.
- E. It should be anticipated that while some units will require extra time to clean that also some apartments will require minimal time.
- F. The vacancies occur sporadically; some months may need two to three units to be cleaned and the following month zero. The contractor must be able to complete work within three business days of notification that unit is ready to be cleaned.

3. **TOTAL COST OF SERVICES**

\$ 34.90 per hour

WORK AVAILABILITY: _____

We are available anytime except between the hours of 11pm-7am and Federal Holidays. If work is needed, or there is an emergency during these times we will make every effort to help.

4. **SCOPE OF WORK – FLOOR CLEANING**

- A. Contractor shall provide all labor and materials to refinish flooring, as ordered.
- B. Quality as well as the timeliness of contracted flooring services is of utmost importance.
- C. Contractor shall take proper precautions to protect all surfaces adjacent to the flooring areas.
- D. Contractor will be made aware of upcoming units as soon as possible but the definite date to perform the work may not be known until possibly two or three days before needed. **Contractor must complete the job within 3 days after notification of the job.**
- E. The vacancies occur sporadically; some months may need two or three units to be re-finished and the following month zero.
- F. The contract term shall run for two years.

5. **CAPRET CLEANING SPECIFICATIONS**

- A. Apply a carpet pre-treatment to help loosen all soil and oil buildups.
- B. Thoroughly clean and rinse carpet using commercial cleaning unit and rotary jet extraction.

C. Provide extra attention to removing difficult spots, gum, etc.

6. **VCT/LVT/LVP CLEANING AND WAXING SPECIFICATIONS**

- A. Vacuum all floor areas to remove all loose soil
- B. Apply appropriate cleaning solutions for cleaning or removal of wax on floors – excess amounts of water shall not be allowed to sit on the floor or cause damage
- C. Thoroughly scrub floors to clean or remove all unwanted wax
- D. Razor scrape edges or scrub by hand
- E. Mop all areas
- F. Apply sealer if needed
- G. Apply 2-3 coats of wax as needed

7. **TOTAL COST OF SERVICES – Material and Labor**

Carpet Cleaning - Price per square feet \$ _____

VCT/LVT/LVP Cleaning and Waxing – Price per square feet \$ _____

8. **SUBMISSION**

COMPANY INFORMATION AND REQUIRED ATTACHMENTS

Name of Firm: All Pro Cleaners, LLC

Contact Person: Laura Bartsch

Signature: [Signature]

Mailing Address: PO Box 472, Faribault MN 55021

Telephone Number: (507) 412-1248 Fax Number: ()

E-mail Address: laura@all-procleaners.com

Date: 11-21-2022

Required Attachments: Proof of Required Insurance
 Proof of Required Licenses/Certifications
 List of 3 references
 Section 3 Certification

DUE DATE: Proposals are due to the Faribault Housing and Redevelopment Authority Office no later than 3:00 p.m. on Friday, December 2, 2022. Faxed and emailed proposals will not be accepted.
Proposals should be sent to:

Rebecca Rand
Housing Coordinator
City of Faribault
208 1st Ave NW
Faribault, MN 55021



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Scattered Sites/City Rentals- Monthly Operating and Budget Statement

BACKGROUND:

City Property (16 SE 1st Street) - October

Occupancy: 100%

Turnovers:0

Vacancy:0

REQUESTED ACTION:

Receive and file.

ATTACHMENTS:

1. 211 Budget Status

General Ledger

Budget Status

User: kcasper
Printed: 11/9/2023 - 1:43 PM
Period: 1 to 11, 2023



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 211	City Rental Property Mgmt							
Dept 211-00000								
R06	Miscellaneous Revenue							
211-00000-000-36211	Interest Market Value	0.00	0.00	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	0.00	0.00
211-00000-460-36210	Interest on Investments	1,090.00	2,049.93	2,049.93	-959.93	0.00	-959.93	0.00
211-00000-460-36211	Interest Market Value	0.00	291.44	291.44	-291.44	0.00	-291.44	0.00
211-00000-460-36220	Rents	13,300.00	15,506.00	15,506.00	-2,206.00	0.00	-2,206.00	0.00
211-00000-460-36240	Refunds & Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	14,390.00	17,847.37	17,847.37	-3,457.37	0.00	-3,457.37	0.00
R07	Other Sources							
211-00000-460-39200	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	14,390.00	17,847.37	17,847.37	-3,457.37	0.00	-3,457.37	0.00
	Dept 00000 Sub Totals:	-14,390.00	-17,847.37	-17,847.37	3,457.37	0.00		
Dept 211-46310	Urban Redevelopment & Housing							
E02	Supplies							
211-46310-460-42110	General Supplies	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	E02 Sub Totals:	500.00	0.00	0.00	500.00	0.00	500.00	100.00
E03	Other Services & Charges							
211-46310-460-43040	Legal Fees - Civil Process	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211-46310-460-43070	Management Services	1,140.00	950.00	950.00	190.00	0.00	190.00	16.67
211-46310-460-43090	Expert & Professional Services	0.00	0.00	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	0.00	0.00
211-46310-460-43610	Insurance & Bonds	273.00	333.00	333.00	-60.00	0.00	-60.00	0.00
211-46310-460-43810	Electric Utilities	200.00	7.70	7.70	192.30	0.00	192.30	96.15
211-46310-460-43820	Water Utilities	300.00	263.91	263.91	36.09	0.00	36.09	12.03
211-46310-460-43830	Gas Utilities	100.00	24.10	24.10	75.90	0.00	75.90	75.90
211-46310-460-43840	Refuse Disposal	200.00	0.00	0.00	200.00	0.00	200.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
211-46310-460-43850	Sewer Utilities	400.00	345.77	345.77	54.23	0.00	54.23	13.56
211-46310-460-43860	Storm Water Utilities	100.00	67.32	67.32	32.68	0.00	32.68	32.68
211-46310-460-44010	Building Maintenance	3,000.00	580.00	580.00	2,420.00	0.00	2,420.00	80.67
211-46310-460-44160	Rents & Leases	0.00	0.00	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	0.00	0.00
211-46310-460-44390	Taxes & Licenses	2,000.00	2,140.00	2,140.00	-140.00	0.00	-140.00	0.00
211-46310-460-44700	Interest	50.00	5.80	5.80	44.20	0.00	44.20	88.40
	E03 Sub Totals:	7,763.00	4,717.60	4,717.60	3,045.40	0.00	3,045.40	39.23
	Expense Sub Totals:	8,263.00	4,717.60	4,717.60	3,545.40	0.00	3,545.40	42.91
	Dept 46310 Sub Totals:	8,263.00	4,717.60	4,717.60	3,545.40	0.00		
	Fund Revenue Sub Totals:	14,390.00	17,847.37	17,847.37	-3,457.37	0.00	-3,457.37	0.00
	Fund Expense Sub Totals:	8,263.00	4,717.60	4,717.60	3,545.40	0.00	3,545.40	42.91
	Fund 211 Sub Totals:	-6,127.00	-13,129.77	-13,129.77	7,002.77	0.00		
	Revenue Totals:	14,390.00	17,847.37	17,847.37	-3,457.37	0.00	-3,457.37	0.00
	Expense Totals:	8,263.00	4,717.60	4,717.60	3,545.40	0.00	3,545.40	42.91
	Report Totals:	-6,127.00	-13,129.77	-13,129.77	7,002.77	0.00		

6.A



Request for Action

TO: Faribault Housing & Redevelopment Authority

FROM: David Wanberg, Community and Economic Development Director

THROUGH: David Wanberg, Community and Economic Development Director

MEETING DATE: November 13, 2023

SUBJECT: Preliminary Discussion with Three Rivers regarding Robinwood Manor

BACKGROUND:

Over the past year, the HRA has explored options to ensure the best management of Robinwood Manor. Three Rivers Community Action met with the HRA, toured Robinwood Manor, and reviewed financial records. Like the HRA/EHC, Three Rivers is committed to preserving affordable housing and serving seniors and people with disabilities.

In response to earlier HRA discussions, Three Rivers is interested in exploring the possibility of the EHC transferring or selling Robinwood Manor to Three Rivers. Jenny Larson, Executive Director of Three Rivers, will attend the HRA's meeting on November 13 to discuss potential options (see the attached memo from Jenny).

REQUESTED ACTION:

Provide preliminary direction related to the HRA's vision for ownership and management of Robinwood Manor. Specifically, comment on the three options outlined in the attached memorandum from Three Rivers Community Action. The Elderly Housing Corporation will also need to meet and provide direction on the future ownership and management of Robinwood Manor.

ATTACHMENTS:

1. Three Rivers - Robinwood Manor memo to HRA

Three Rivers Community Action and Robinwood Manor - Options

Three Rivers Community Action is a local nonprofit that has been providing services to individuals, families and communities in Rice County and neighboring counties since its incorporation in 1966. The organization provides a wide array of services from its Faribault office in Town Square, including Head Start, Meals on Wheels, Homeless Prevention, Energy Assistance, Weatherization, Transportation, Homebuyer Education/Coaching, Downpayment Assistance, and Older Adult Services. Overall, over 16,000 individuals are served by these programs annually.

Additionally, Three Rivers is an experienced developer and owner of affordable housing, having developed almost 1,000 units of housing in the region. Three Rivers owns and operates 157 units of rental housing in Rice County, including Prairiewood Townhomes in Faribault. As a mission-based property owner, Three Rivers is committed to maintaining high quality units for its residents while keeping rents as affordable as possible. The organization has experience working with many state and federal subsidy programs, including project-based Section 8 HAP contracts with HUD. Three Rivers has experience with both new construction and preservation of existing properties.

Three Rivers Community Action is supportive of the Faribault HRA and City staff who are exploring options to preserve Robinwood Manor well into the future.

Goals:

- Preserve the affordability of the project to continue to best serve the existing tenant mix of seniors and people with disabilities.
- Remain in good standing with HUD to keep the project-based rental assistance that keeps rents affordable to the residents. This includes compliance, record-keeping, inspections, etc.
- Maintain high standards for the condition of the building, apartments, common space, and grounds. This requires both regular maintenance as well as funding reserves for longer-term capital needs for large items like roof, boiler, windows, etc.
- Operate the property using experienced property management firm and staff. Experience is important both for on-site staff as well as off-site staff who are doing finance/accounting, HR, compliance, and marketing.
- Support the residents by facilitating access to services they may need, including transportation, food security, rental assistance, chore services, etc.

Options

1. Transfer Property to Three Rivers rather than sell. This could be done quickly by having Three Rivers replace the existing board members in the current ownership structure. In a substitution model, the ownership entity remains the same and would likely not need HUD approval. The HRA could determine whether the project's reserves would transfer with the property or be kept by the HRA in lieu of getting a sale price.
2. Sell Property to Three Rivers for a modest price. The sale price can be set at level where the existing rents could pay for amortizing debt to fund the acquisition. The transaction should also ensure that there is sufficient cash flow to also keep the building operating within the goals above. The price could be set at an amount where debt service could be covered from current rental income without requiring rent increases and without compromising the quality of maintenance, management or service to the residents. In this scenario, Three Rivers would likely be able to obtain private bank financing and could close in 4-6 months. HUD will also need to approve the sale, which could add some additional time.
3. Sell Property for appraised value. This would likely be an amount higher than the property's cash flow can support with existing rents. Three Rivers would need to seek financial assistance (deferred loans and/or tax credits) from Minnesota Housing Finance Agency (MHFA) to cover the gap, which would significantly add to the timeline. MHFA has one funding round each year, projects apply in June and are selected for funding in December (so 12 months from now), with another 9-12 months to get to closing. It should also be noted that projects like Robinwood are not high priorities for funding and there is a significant chance it would not be selected for funding.



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Community and Economic Development Director
THROUGH: David Wanberg, Community and Economic Development Director
MEETING DATE: November 13, 2023
SUBJECT: Update on the Sale of the HRA's Maintenance Van

BACKGROUND:

Bliss Ford stated that multiple parties are interested in purchasing the HRA van. Staff will provide an update at the HRA meeting.

REQUESTED ACTION:

Pending final comments from Bliss Ford, the HRA may provide direction regarding whether to provide Bliss Ford with more time to sell the van at a higher price.

ATTACHMENTS:

6.C



Request for Action

TO: Faribault Housing & Redevelopment Authority

FROM: David Wanberg, Community and Economic Development Director

THROUGH: David Wanberg, Community and Economic Development Director

MEETING DATE: November 13, 2023

SUBJECT: Preliminary Discussion Related to the Use of Downtown Housing Improvement Program Funds for 204 Central Avenue

BACKGROUND:

Earlier this year, Jennifer Denmark and Tim Ellison discussed their plans to improve the five existing apartments on the upper levels of 204 Central Avenue. Jennifer and Tim are asking that the HRA consider providing \$100,000 (\$20,000 per apartment) through the Downtown/Second Floor Apartment Renovation Fund. In January 2022, the HRA discussed allocating \$100,000 to the fund. Staff will provide additional information about the program and available funding at the HRA meeting.

REQUESTED ACTION:

Provide direction on the Denmark/Ellison preliminary request. If the HRA is interested in allocating money through the Downtown/Second Floor Apartment Renovation Fund, staff will work with the Denmark and Ellison to submit an official request for HRA action in December.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Community and Economic Development Director
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Housing Rehab Program

BACKGROUND:

The HRA directed staff to allow residents to bring forward requests for housing rehab funds. However, it appears that the HRA has not officially amended the policies associated with the program. For example, late last year, the HRA directed that the rehab program be opened to all single-family residential properties in the city, regardless of location and homeowner income. However, the HRA has not officially adopted those policies. Staff will update the HRA on the issues and opportunities associated with the program. Then based on HRA feedback, Staff will bring back revised policies for HRA action in December.

REQUESTED ACTION:

Provide feedback on the Housing Rehab Program.

ATTACHMENTS:



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: Resolution 2023-14 Approve Final Property Tax Levy for FY2024

BACKGROUND:

Under State Statutes, the City must certify its property tax levy amounts to the County Auditor and accordingly, the Housing and Redevelopment Authority is asked to submit its final levy request to be included with the levy.

The maximum amount the Faribault HRA can levy based on the approved formula is \$380,253. The levy is the HRA's primary source of flexible revenue that can be used to fund programs to fulfill the HRA mission.

The HRA is asked to approve the 2024 Final Levy Request, and forward the resolution to the City Finance Director to be included with the City's budget documents.

REQUESTED ACTION:

Approve the Final FY2024 Budget and Levy Resolutions

ATTACHMENTS:

1. Resolution 2023-14 Approving the Property Tax Levy for FY2024

**HOUSING AND REDEVELOPMENT AUTHORITY OF
FARIBAULT, MINNESOTA**

Resolution #2023-14

APPROVING THE FINAL PROPERTY TAX LEVY FOR FY2024

WHEREAS, the Housing and Redevelopment Authority of Faribault, Minnesota (the "HRA") may request the establishment of a special benefits tax pursuant to Minnesota Statutes 469.033 Subdivision 6; and

WHEREAS, the HRA did on August 14, 2023, by Resolution 2023-09 establish and request a preliminary levy for a special tax on the taxable property of the City of Faribault, Rice County, Minnesota for fiscal year 2024 in an amount not to exceed 0.0185 percent of the taxable market value as permitted in Minnesota Statutes as shown in Exhibit A; and

WHEREAS, the 2024 estimated taxable market value in the district is \$2,055,421,700; and

WHEREAS, the maximum the City Council can levy for HRA purposes in 2024 is \$380,253 ($\$2,055,421,700 \times 0.000185 = \$380,253$); and

WHEREAS, the HRA has prepared a preliminary work program and budget that depends on the HRA receiving the maximum levy amount allowed by the statute.

NOW, THEREFORE, BE IT RESOLVED, by the Housing and Redevelopment Authority of Faribault, Minnesota (the "HRA"), that it establishes and recommends the City Council approve a 2024 tax levy of \$380,253 for HRA purposes per the proposed 2024 budget on file with the City.

ADOPTED: November 13, 2023

Loni Ahlers, Chair

ATTEST:

Travis McColley, Vice Chair

**FARIBAULT HOUSING AND REDEVELOPMENT AUTHORITY
GENERAL FUND
PRELIMINARY 2024 HRA LEVY CALCULATIONS**

Authority

Minnesota Statutes 469.033, Subdivision 6

"The amount of the levy shall be an amount approved by the governing body of the city, but shall not exceed 0.0185 percent of the taxable market value."

Maximum Levy Calculation

PY Estimated Market Value	\$ 2,055,421,700
Percentage Allowed	0.0185
Maximum Levy	\$ 380,253

HRA Levy History

<u>Year</u>	<u>Gross Levy*</u>	<u>Net Levy</u>	<u>% of Gross Levy</u>
1998	\$ 74,703	\$ 67,000	
1999	56,325	48,622	
2000	71,356	63,611	
2001	75,568	67,864	
2002	100,267	100,267	100%
2003	105,280	105,280	100%
2004	124,330	124,330	100%
2005	139,552	139,552	100%
2006	156,357	156,357	100%
2007	177,288	177,288	100%
2008	188,107	188,107	100%
2009	270,690 **	211,834	78%
2010	273,620	234,468	86%
2011	266,485	234,468	88%
2012	251,068	239,157	95%
2013	219,726	219,726	100%
2014	197,300	197,300	100%
2015	197,300	197,300	100%
2016	201,682	201,682	100%
2017	206,937	206,937	100%
2018	217,365	217,365	100%
2019	229,713	229,713	100%
2020	251,907	251,907	100%
2021	295,900	295,900	100%
2022	309,820	309,820	100%
2023	328,850	328,850	100%
2024	380,253	380,253	100%

*Assumes \$7,704 HACA for years 1990-2001

*The percentage allowed was increased by the 2008 Legislature from .0144 to .0185.

6.F



Request for Action

TO: Faribault Housing & Redevelopment Authority
FROM: David Wanberg, Director of Community and Economic Development
THROUGH: David Wanberg, Director of Community and Economic Development
MEETING DATE: November 13, 2023
SUBJECT: 2024 Statutory Tort Liability Waiver

BACKGROUND:

The HRA obtains coverage from the League of Minnesota Cities Insurance Trust and must decide whether 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 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 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.

REQUESTED ACTION:

Continue the current HRA policy, which does not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

ATTACHMENTS:

6.F

1. 2024 Liability-Coverage-Waiver-Form

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could 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.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____