

**Members of the St. Cloud HRA Board of Commissioners will participate
by Chime meeting rather than in-person**

Members of the public who desire to give input or testimony regarding an item
on the agenda may do so no later than 3:00 p.m. April 28, 2021.

Email at: lreis@stcloudhra.com

Phone: 320-202-3145

**REGULAR MEETING OF THE
ST. CLOUD HRA BOARD OF COMMISSIONERS**

Wednesday, April 28, 2021

6:00 p.m.

**Chair Nancy Gohman will preside over the meeting
from the St. Cloud HRA Boardroom, 1225 W. St. Germain Street**

Mission Statement: To enhance the communities we serve by providing
housing opportunities, fostering stability, and promoting neighborhood revitalization.

Regular Meeting Agenda:

1. Roll Call and Pledge of Allegiance.

Consent Agenda:

2. Approval of Agenda. REQUESTED ACTION: Approve.
3. Approval of Study Session Minutes, March 24, 2021. REQUESTED ACTION: Approve.
4. Approval of Regular Minutes, March 24, 2021. REQUESTED ACTION: Approve.
5. Approval of Contract for Lead Based Paint Risk Assessor and Clearance Testing Services.
REQUESTED ACTION: Approve.

Open Forum: At this time members of the public may address the Board with questions, concerns, or comments (regarding an item NOT on the agenda). Citizens are to contact Executive Director Louise Reis no later than 3:00 p.m. April 28, 2021 for her to bring forward since the meeting will be teleconferenced. A citizen may have concerns addressed at the Open Forum only twice during the year. Time limit is 2 minutes.

Old Business:

6. Approval of Resolution 2021-08 – Resolution Committing The Housing and Redevelopment Authority of the City of St. Cloud, Minnesota to Provide Local Match Funds for a Grant Funded by the Minnesota Department of Employment and Economic Development (Deed) and Authorizing Contract Signatures.

New Business:

7. Approval of Resolution 2021-09 – Acceptance of the Three Grants for \$336,444, \$84,996 and \$34,008 from the Department of Housing & Urban Development (HUD) for the HUD CoC Rental Assistance, Formerly Known as Shelter Plus Care.
8. Approval of Resolution 2021-10 – Resolution of The Housing and Redevelopment Authority of St. Cloud, Minnesota, Approving the Modification of the Payment Terms of a \$721,700 Loan in Connection with Westwood Village Apartments One, LP Project.
 - A. Allonge to Note
9. Approval of Resolution 2021-11 – Authorization for Executive Director to Sign the Housing Tax Credit Suballocator Joint Powers Agreement between the St. Cloud Housing and Redevelopment Authority and Minnesota Housing Finance Agency.
10. Approval of Changes to Personnel Policy 05.18 – Families First Coronavirus Response Act Policy.
11. Report on Activities.

Open Discussion:

Adjourn.

2021 HRA Board Meeting Schedule - 4th Wednesday each month at 6:00 pm; early meetings as needed at 5:00. Note: November and December moved forward one week to accommodate holidays; November 17th and December 15th.

**ST. CLOUD HOUSING & REDEVELOPMENT AUTHORITY
STUDY SESSION**

Wednesday, March 24, 2021

A Study Session for the St. Cloud HRA Board of Commissioners was held on Wednesday, March 24, 2021, via Zoom Teleconference. Chair Nancy Gohman called the meeting to order at 5:04 p.m. Chair Nancy Gohman present in the HRA Boardroom. Commissioners present via Zoom teleconference: Mike Conway, Abdi Daisane, Seal Dwyer, Jeff Goerger, George Hontos, and Hani Jacobson. Absent: None. Staff present via Zoom teleconference: Executive Director Louise Reis, Finance Director Karen Rizer, Project Manager Paul Soenneker, Voucher Programs Manager Lori Lygre, and Neighborhood Program Assistant Shannon Adamski.

Agenda: Discussion of Neighborhood Loan Programs

Louise Reis introduced Paul Soenneker and Shannon Adamski. Ms. Adamski presented information, including a PowerPoint presentation about the Community Development Block Grant Rehabilitation Loan Program, the MN Housing Single Family Rehab Loan Program, the Fix Up Loan Program, and the Homestead Incentive program.

Commissioner Hontos asked where the funds come from for this loan program. Ms. Rizer explained we fund it from other down payment assistance loan programs that are no longer available and that have been paid back, such as Westwood Village.

Chair Gohman asked if the income guidelines are determined or are different by county. Ms. Adamski explained that it is not broken down by individual county, rather as greater Minnesota, or the area outside the eleven-county metro area.

Commissioner Goerger asked when the last time the loan amount was changed from \$20,000 to \$25,000, due to the higher construction costs perhaps the loan amount could be higher. Ms. Adamski explained that around 2018 it was raised to \$25,000 and that it needs to stay at that amount because if we go over that amount it would trigger lead abatement rather than remediation.

Commissioner Conway stated he would like us to look at expanding the targeted area for the Homestead Incentive Loan and would like to see it cover the entire City of St. Cloud to be consistent with the other programs and to follow where the housing market is going. Commissioner Hontos was willing to expand as well and suggested perhaps expanding for just a few years to see how it goes. Commissioner Dwyer opposed expanding the targeted area, stating that there was still a great need for getting families to purchase the older homes in the core neighborhoods. There is also public transportation available in core neighborhoods as well as closer proximity to jobs and school.

Commissioner Jacobson wanted to know what the reasoning was behind initially targeting the core neighborhoods and setting the boundaries where they are. Ms. Reis explained that there are seven core neighborhoods in St. Cloud with their own identities, needs, and issues that group together to promote their own neighborhoods, promote homeownership, and come together over different issues. Many of the neighborhoods were facing an influx of rentals and less homeowners. The goal was to try and get homeownership more incentivized in these neighborhoods.

Continued discussion was had regarding the core neighborhoods and expanding the boundary to include the entire city. Ms. Rizer suggested that we bring the issue back to a regular meeting and that it gets voted on at that time.

There being no further time for discussion the meeting adjourned at 5:53 p.m.

ATTEST:

Chair, Nancy Gohman

Secretary, George Hontos

**ST. CLOUD HOUSING & REDEVELOPMENT AUTHORITY
REGULAR MEETING**

Wednesday, March 24, 2021

The Regular Meeting of the St. Cloud HRA was held on Wednesday, March 24, 2021, via Zoom. Chair Nancy Gohman called the meeting to order at 5:54 p.m. immediately following the study session. She presided over the meeting from the St. Cloud HRA Boardroom, 1225 W. St. Germain Street.

1. Roll call was taken and the pledge of allegiance spoken. Chair Nancy Gohman present in the HRA Boardroom. Commissioners present via Zoom teleconference: Mike Conway, Abdi Daisane, Seal Dwyer, Jeff Goerger, George Hontos, and Hani Jacobson. Absent: None.
2. Approval of Agenda – Commissioner Goerger moved for approval of the consent items and the agenda; Commissioner Dwyer seconded the motion. All Board members voted in approval. The agenda and consent agenda moved as presented.
3. Approval of Study Session Minutes, February 24, 2021 – approved as presented.
4. Approval of Regular Minutes, February 24, 2021– approved as presented.
5. Approval of contract for radon mitigation services at Northway A & B and four Public Housing single family homes – contract approved with Healthy Homes in the amount of \$28,394.
6. Approval of contract for roof replacement at Northway B – contract approved with Kue Contractors, Inc. in the amount of \$44,872.
7. Approval of 2020 interfund transfer from the Central Office Cost Center Fund to the Mainstream Vouchers Fund in the amount of \$9,017.93.

Open Forum: At this time members of the public may address the Board with questions, concerns, or comments (regarding an item NOT on the agenda). Citizens were to contact Executive Director Louise Reis no later than 3:00 p.m. March 24, 2021 for her to bring forward since the meeting is virtual. Ms. Reis stated she had no requests.

Old Business: none.

8. Approval of Resolution 2021-07 Authorizing Issuance, Prescribing the Form and Details and Providing for the Payment and Security of Governmental Housing Project Bonds (City of St. Cloud, Minnesota General Obligation) Series 2021A: Terri Heaton, Principal with Baker Tilly Municipal Advisors, LLC presented the Sale Day Report of the Bond Purchase dated March 22, 2021. The purpose of the bonds is to refinance Riverside's MN Housing HRS and FFCC loans. The bonds were rated at AA+ due to the City G.O. pledge. They received two bids and the low bid came from Northland Securities. The principal amount of the bonds was \$2,360,000 and they will result in interest savings of approximately \$647,000. Commissioner Hontos moved for approval; Commissioner Conway seconded the motion. All Commissioners voted in favor. The item passed unanimously.

New Business:

9. Approval of Application for Renewal of the Bridges and Bridges Regional treatments Center (RTC) Rental Assistance Program: Voucher Programs Manager Lori Lygre recapped the Bridges and Bridges RTC programs and their differences. Commissioner Goerger moved for approval; Commissioner Dwyer seconded the motion. All Commissioners voted in favor. The item passed unanimously.
10. Report on Activities – Ms. Reis stated that there was a Public Housing tour with Senator Putnam last Friday morning at Wilson and Empire Apartments and he felt they were in great condition and was impressed with our Public Housing here in St. Cloud. Ms. Reis stated that there will be some emergency rental assistance vouchers coming as part of the American Rescue Plan that was recently passed by Congress. We should know by mid-May how many the St. Cloud HRA will be awarded. Ms. Reis also stated that we are still awaiting word from MN Housing on the application process for Emergency Rental Assistance. Commissioner Hontos asked how the rental payments from our residents were coming. Ms. Rizer stated that there hasn't been much change recently and that it has been staying stable. When the state Emergency Rental Assistance program rolls out we should expect a significant amount of our receivables to be collected.

There being no further business the meeting adjourned at 6:15 p.m.

ATTEST:

Chair, Nancy Gohman

Secretary, George Hontos

TO: St. Cloud HRA Board of Commissioners

FROM: Paul Soenneker, Project Manager

DATE: April 15, 2021

SUBJECT: Approval of contract for Lead Based Paint Risk Assessor and Clearance Testing Services

Requested Action: Approve the contract with Environmental Health Testing Services for the Lead Based Paint Risk Assessments and Clearance testing services for various loan programs offered by the St. Cloud HRA.

Background: Several different rehabilitation loans that the St. Cloud HRA administers require lead-based paint risk assessments to be completed on homes built prior to 1978. We solicited proposals from 4 companies and placed it on the HRA website. We received proposals from 2 companies as outlined below. The HRA would enter into a contract for professional services to conduct approximately 15 -20 lead-based paint risk assessments and the clearance testing over the next year. The contract will be a for a period of two years and if agreeable to both the HRA and the contractor; this agreement may, at the end of the initial period, be extended for an additional two years.

Environmental Health Testing Services has been doing this service for the past four years.

The following proposals for this service have been received:

| | <u>Risk Assessment</u> | <u>Clearance Test</u> | <u>Total if both are needed</u> |
|---|------------------------|-----------------------|---------------------------------|
| Environmental Health Testing Services 2950 Aquila Ave. S. Minneapolis, MN 55426 | \$475.00 | \$265.00 | \$740 |
| Midwest Environmental Consulting, LLC 125 Railroad Ave. SW Mora, MN 55051 | \$675.00 | \$370.00 | \$1,050 |

Frequency of Requests: Every two to four years

Related Action: None.

Future Action: None.

Relationship to Goals: Goal #2 - St. Cloud HRA will promote fair housing and strive for high performance in HRA properties and housing subsidy programs.

Budget Impact: CDBG funds will be used from the Single Family Rehabilitation Loan Program to pay for these Risk Assessments and Clearance tests.

RESOLUTION NO. 2021-08

RESOLUTION COMMITTING THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF ST. CLOUD, MINNESOTA TO PROVIDE LOCAL MATCH FUNDS FOR A GRANT FUNDED BY THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) AND AUTHORIZING CONTRACT SIGNATURES.

BE IT RESOLVED that the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant) act as the legal sponsor for project(s) contained in the Contamination Cleanup Grant Program to be submitted on May, 1st, 2021 (Date).

and that The Executive Director of the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Title of Authorized Official) is hereby authorized to apply to the Minnesota Department of Employment and Economic Development (DEED) for funding of this project on behalf of the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant).

BE IT FURTHER RESOLVED that the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant) has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Applicant) certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Executive Director of the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota (Title of Authorized Official(s)), is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Note: See Resolution No. 2021-04-51 from City of St. Cloud, Minnesota granting Executive Director of the Housing and Redevelopment Authority of the City of St. Cloud, Minnesota the authority to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT, the above resolution is adopted by the Board of Commissioners of the Housing and Redevelopment Authority of St. Cloud, Minnesota on this 28th day of April, 2021.

ATTEST:

(Signature)

Nancy Gohman, Chair

(Signature)

George Hontos, Secretary

TO: St. Cloud HRA Board of Commissioners

FROM: Louise Reis, Executive Director

DATE: April 21, 2021

SUBJECT: Approval of Resolution 2021-9 Acceptance of HUD CoC Rental Assistance Grants

Requested Action: Approval of Resolution 2021–9 Acceptance of the Three Grants for \$336,444, \$84,996 and \$34,008 from the Department of Housing & Urban Development (HUD) for the HUD CoC Rental Assistance, Formerly Known as Shelter Plus Care.

Background: The HUD CoC Rental Assistance provides tenant-based rental assistance to participants. The participants of the HUD CoC Rental Assistance are the chronic homeless individuals and families. The program builds on the premise that housing and services need to be linked in order to ensure stability of housing. Support service providers are required for each grant. Support services that will be provided in the form of case management and include; mental health, medical, transportation, budgeting, lifestyle skills, employment related skills, and crisis assistance.

Due to COVID, there was not a competitive application process and the grants were renewed under a formula for one year. The support service providers are Central MN Mental Health Center, Salvation Army of Wright County and Catholic Charities. These grants will provide rental assistance to approximately 51 households each month.

Frequency of Request: We plan to continue participation in the HUD CoC Rental Assistance and make this request on an annual basis.

Related Actions: None at this time.

Future Action: None at this time.

Relationship to Goals: Goal #3 – St. Cloud HRA will encourage collaboration with other community organizations and continue to seek funding sources for all programs.

Budget Impact: The St. Cloud HRA will be allowed to draw administrative fees for participants served under these grants.

RESOLUTION NO. 2021-9

**HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR
THE CITY OF ST. CLOUD, MINNESOTA**

**APPROVAL OF ACCEPTANCE OF HUD CoC RENTAL
ASSISTANCE GRANTS**

WHEREAS, the Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota (the "HRA"), is authorized to administer rental assistance under the Housing Programs, and

WHEREAS, the HRA is authorized to administer the HUD CoC Rental Assistance Program under this authority, and has been administering tenant based rental assistance grants from the Department of Housing and Urban (HUD) for persons who are considered homeless and chronic homeless, on the premise that housing and services are linked to a service provider in order to ensure stability of housing. Support services are required for each of the three grants under this approval and must be in the form of case management to include; mental health, medical, transportation, budgeting, lifestyle skills, employment related skills and crisis assistance.

WHEREAS, the Department of Housing and Urban Development (HUD) is now requesting Board approval for the Executive Director of the HRA to accept the terms as outlined in the grants as stated below, and

WHEREAS, the Department of Housing and Urban Development (HUD) will provide the funding and allow the HRA to draw from the amount a fee for administering the grants,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ST. CLOUD, MINNESOTA THE ACCEPTED GRANT AMOUNTS TO BE AUTHORIZED BY THE EXECUTIVE DIRECTOR: \$336,444, \$84,996, \$34,008.

Adopted this 28th day of April, 2021.

ATTEST:

Nancy Gohman, Chair

George Hontos, Secretary

To: St. Cloud HRA Board of Commissioners

From: Karen Rizer, CPA
Finance Director

Date: April 20, 2021

Subject: Resolution to Approve Modification of the Interfund Loan Terms Between The Community Housing Fund and Westwood Village Apartments One, LP (Westwood One)

Requested Actions: Approve.

Background: In 2018, the Board of Commissioners approved paying off Westwood One's first and second mortgages through an internal refinancing. Because the investment limited partner was still involved at the time of the transaction, their approval was needed. They required monthly loan payments, so that is how the loan was structured. Now that the investment limited partner is no longer involved and Westwood One is wholly-owned by the HRA, we are amending the terms to go from monthly payments to semi-annual payments. This change makes the administration of the loan more efficient.

Options: Approve, deny, or table.

Frequency of Request: One time.

Related Actions: None.

Future Action: None.

RESOLUTION NO. 2021-10

RESOLUTION OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF ST. CLOUD, MINNESOTA APPROVING THE MODIFICATION OF THE PAYMENT TERMS OF A \$721,700 LOAN IN CONNECTION WITH WESTWOOD VILLAGE APARTMENTS ONE, LP PROJECT

BE IT RESOLVED by the Board of Commissioners (the “Board”) of The Housing and Redevelopment Authority of St. Cloud (the “Authority”), as follows:

Section 1. Recitals; Findings.

1.01 Pursuant to Minnesota Statutes, Sections 469.001 to 469.047, the Authority has been established and is authorized to exercise housing and redevelopment powers.

1.02 The Authority is the General Partner of Westwood Village Apartment One, LP (the “Partnership”), which developed and owns the Westwood Village Apartments One, a 32-unit low-income housing project (the “Project”).

1.03 The Partnership obtained a loan from U.S. Bank National Association for the Project and entered into a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated June 4, 2002 with U.S. Bank National Association (the “U.S. Bank Loan”).

1.04 The Partnership also obtained a loan from the Greater Minnesota Housing Fund for the Project and entered into a Combination Mortgage, Security Agreement and Fixture Financing Statement dated August 21, 2003 with the Greater Minnesota Housing Fund (the “GMHF Loan”).

1.05 The Authority provided a loan to the Partnership to refinance the U.S. Bank Loan and the GMHF Loan pursuant to a Promissory Note dated April 6, 2018, in the principal amount of \$721,700 (the “Note”) which is secured by a Combination Mortgage, Security Agreement, and Fixture Financing Statement.

1.06 The Note provided that the Partnership pay principal and interest in monthly installments of \$5,000. The Partnership and the Authority desire to modify the payment terms on the Note to provide for semi-annual payments on June 30 and December 31 of each year in the amount of \$30,000. The initial modified payment shall be on December 31, 2021, with the final payment on the Note on June 30, 2036.

1.07 The modification of the Note shall be documented through an Allonge to Note (the “Allonge”).

Section 2. Approval of Allonge to Promissory Note.

2.01 The Board hereby approves the modification to the Note in accordance with the terms and conditions set forth in the Allonge and ratifies and approves all actions taken by the Executive Director and the Finance Director of the Authority to complete such modification, as set forth in the Allonge.

Dated: April 28, 2021.

Chair

Attest:

Secretary

Commissioner _____ introduced the foregoing resolution and moved its adoption. The motion of the adoption of the foregoing Resolution was duly seconded by Commissioner _____ and, upon vote being taken, the following voted in favor thereof:

the following voted against the same:

the following were absent:

whereupon, said Resolution was declared duly passed and adopted, and approved and signed by the Chair and attested by the Secretary.

ALLONGE TO NOTE

This Allonge to Note is to the Westwood Village Apartments One, LP, a Minnesota limited liability partnership (the "Partnership") Promissory Note payable to the order of The Housing and Redevelopment Authority of St. Cloud, Minnesota (the "Authority"), dated April 6, 2018, in the original principal amount of \$721,700 (the "Note").

1. The Maturity Date of the Note is modified from August 10, 2036 to June 30, 2036.
2. Payments on the Note shall be made on June 30 and December 31 of each year through the Maturity Date with the first payment after the Effective Date on December 31, 2021.
3. All other terms and conditions of the Note are hereby acknowledged and confirmed, and no other modification or amendment is made to the Note except as set forth in this Allonge.
4. This Allonge is effective as of July 1, 2021.

IN WITNESS WHEREOF, the parties have executed this Allonge on the dates set forth below.

WESTWOOD VILLAGE APARTMENTS ONE, LP
a Minnesota limited partnership

By: **THE HOUSING AND REDEVELOPMENT
AUTHORITY OF ST. CLOUD, MINNESOTA**
Its General Partner

By: _____
Its: Chief Manager

**THE HOUSING AND REDEVELOPMENT
AUTHORITY OF ST. CLOUD, MINNESOTA**

By: _____
Its: Executive Director

Date: _____

[This Allonge to Note should be affixed to the original Note.]

TO: St. Cloud HRA Board of Commissioners

FROM: Louise Reis, Executive Director

DATE: April 19, 2021

SUBJECT: Resolution 2021-11 Authorization of Housing Tax Credit Suballocator Joint Powers Agreement - 2022

Requested Action: Resolution 2021-11 Authorization for Executive Director to Sign the Housing Tax Credit Suballocator Joint Powers Agreement between the St. Cloud Housing and Redevelopment Authority and Minnesota Housing Finance Agency.

Background: The St. Cloud Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota (HRA) is authorized to allocate low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended and Minnesota Statutes Sections 462A.221 through 462A.225. The St. Cloud HRA is under Minnesota Housing as a suballocator of these housing tax credits. There are seven suballocators in Minnesota. St. Cloud is the smallest sub allocator with an amount of \$133,617.00. Last year's amount was \$155,100.

In 2002, Minnesota Housing and the St. Cloud HRA entered into a Joint Powers Agreement whereby Minnesota Housing will perform all of the housing tax credit allocation and compliance monitoring functions on behalf of the St. Cloud HRA. There are no significant changes to the agreement with Minnesota Housing.

If the Board chooses not to authorize the Joint Powers Agreement, the St. Cloud HRA would then become responsible to develop a Qualified Allocation Plan, Procedural Plan, and selection process.

Frequency of Request: This is done on an annual basis.

Related Actions: None

Future Action: None

Options: The Board could choose not to authorize the amendment.

Relationship to Goals: Goal #3 – The St. Cloud HRA will encourage collaboration with other community organizations and continue to seek funding sources for all programs.

Budget Impact: There is no impact on our budgets if the amendment is authorized.

**MINNESOTA HOUSING FINANCE AGENCY
HOUSING TAX CREDIT ADMINISTRATION
JOINT POWERS AGREEMENT**

WHEREAS, Section 42 of the Internal Revenue Code of 1986 (Section 42) provides for low-income housing credits (HTCs) to be allocated by Housing Credit Agencies as that term is defined in Section 42(h)(8)(A), pursuant to a Qualified Allocation Plan (QAP) as that term is defined in Section 42(m)(1); and

WHEREAS, under Minnesota law, the Minnesota Housing Finance Agency (Minnesota Housing) and certain counties and cities are authorized to allocate HTCs and the State's Housing Credit Ceiling is divided by statutory formula and reserved for allocation by the respective entities; and

WHEREAS, the City of St. Cloud is a City which is eligible to receive a reservation of HTCs under Minn. Stat. 462A.222, subd. 1; and

WHEREAS, Minnesota Housing and the City of St. Cloud wish to enter into a joint powers agreement under Minn. Stat. § 471.59, pursuant to which, except for certain functions expressly set forth in this Agreement, Minnesota Housing will perform all of the HTC allocation, award and compliance monitoring functions on behalf of the City of St. Cloud with respect to HTCs allocated for the calendar year 2022 Housing Credit Ceiling, as that term is defined in 26 CFR § 1.42-14 or awarded in calendar year 2022 to developments financed with volume limited tax exempt bonds; and

WHEREAS, pursuant to Section 42, Minnesota Housing adopts Qualified Allocation Plans (QAPs) which include both procedures for the allocation and award of HTCs and compliance monitoring procedures and also contemplate a joint powers agreement as set forth herein; and

WHEREAS, the State of Minnesota Housing Tax Credit 2022 Qualified Allocation Plan (QAP) and the 2022 Housing Tax Credit Program Compliance Manual (HTC Compliance Manual), and any revisions and amendments thereto, are hereby incorporated in their entirety into this Agreement by reference.

NOW, THEREFORE, IT IS AGREED:

1. Allocation and Award.

- a. City of St. Cloud agrees to transfer its entire 2022 HTC annual tax credit distribution to Minnesota Housing using the form attached hereto. Said credits become part of the Minnesota Housing 2022 Housing credit ceiling pursuant to Minnesota Statutes Section 462A.223.
- b. With respect to the City of St. Cloud HTCs, the parties agree that the 2022 QAP will apply to all projects and that Minnesota Housing shall perform all of the

allocation duties on behalf of the City of St. Cloud using the 2022 QAP. All applicants shall use the application forms included in the 2022 QAP.

- c. With respect to City of St. Cloud HTCs through the issuance of volume limited tax-exempt bonds, the project must comply with the QAP in effect for the year that the bonds are issued. The parties agree that Minnesota Housing shall conduct all applicable reviews under Section 42(m) and the issuer must provide documentation of its review pursuant to Section 42(m)(2)(d).
 - d. Under Round 1 of the 2022 QAP, Minnesota Housing shall make selections according to the selection processes established by the 2022 QAP and shall allocate HTCs in Round 1 and, if applicable, Round 2, pursuant to the requirements and limitations contained in the 2022 QAP.
2. **Compliance Monitoring.** For all projects receiving their initial allocation of HTCs from Minnesota Housing, all compliance monitoring functions throughout the Compliance Period and Extended Use Period for each project, as those terms are defined in Internal Revenue Code Sections 42(i)(1)(i) and 42(h)(6)(D), shall be performed by Minnesota Housing. Minnesota Housing shall perform the compliance monitoring responsibilities for the projects pursuant to the compliance monitoring provisions of the 2022 QAP, the HTC Compliance Manual and 26 CFR Section 1.42.5, all as may be amended from time to time.
3. **Compensation.** Only Minnesota Housing shall charge and receive compensation for the allocation and compliance duties and shall do so in accordance with the QAP and the HTC Compliance Manual. The compensation shall be paid to Minnesota Housing directly by the HTC applicant/owner at the times and in the amounts set forth therein.
4. **Term of Contract.** Subject to execution by all of the parties' herein below, this Agreement shall be effective on [DATE]. With respect to the allocation responsibilities herein, this Agreement shall not terminate until all allocation responsibilities under this Agreement have been completed. With respect to awards of HTCs to developments financed with tax exempt bonds, this Agreement shall terminate at the conclusion of calendar year 2022. With respect to the compliance monitoring responsibilities herein, said responsibilities shall continue from the beginning of the Compliance Period through the end of the Extended Use Period, as those terms are defined under IRC Section 42.
6. **Addresses for Notices.** All notices to be given by either party to the other hereunder shall be in writing addressed as follows:
 - (a) To the City of St. Cloud at:

St. Cloud HRA
1225 W. St. Germain
St. Cloud, MN 56301

(b) To Minnesota Housing at:

Minnesota Housing Finance Agency
400 Wabasha Street North, Suite 400
St. Paul, Minnesota 55102

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party.

7. **Records.** Both Minnesota Housing and the City of St. Cloud agree that it will make available all pertinent information, data and records under their respective control for each other's use in the performance of this Agreement, and will assist the other, whenever possible, to obtain such records, data and information.
8. **Liability.** Each party shall be responsible for its own acts and omissions, the acts and omissions of its employees, and results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof.
9. **Assignment.** Neither party shall assign any interest in this Agreement without prior written consent of the parties and subject to such conditions and provisions as are deemed necessary.
10. **Independent Contractors.** The parties agree that the employees of Minnesota Housing shall always be considered employees of Minnesota Housing for all purposes including workers' compensation and the employees of the City of St. Cloud shall always be considered employees of the City of St. Cloud for all purposes including workers' compensation. No employee of either party shall be entitled to any claim or benefit from the other party from any event or occurrence arising out of the performance of this Agreement. This Agreement is not intended and should not be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto. Neither party under any circumstances shall be liable for any employee benefits of the other party's employees. This Agreement shall be construed in such a manner as to not interfere with the contractual obligations of either party with its employees under any valid collective bargaining agreement.
11. **Amendments.** This Agreement may be amended only in writing signed by the parties.
12. **Authority to Enter into Agreement.** Each Party represents that the individual executing this Agreement has been authorized to do so by its governing body.

CITY OF ST. CLOUD/ST. CLOUD HRA

By: _____

Its: _____

Date: _____

MINNESOTA HOUSING FINANCE AGENCY

By: _____

Its: _____

Date: _____

City Clerk

By: _____

Its: _____

Date: _____

RESOLUTION NO. 2021-11
TRANSFER OF HOUSING TAX CREDITS
TO MINNESOTA HOUSING FINANCE AGENCY

Pursuant to Minn. Stat. § 462A.222, the City of St. Cloud is expected to receive approximately \$133,617.00 in 2022 Low-Income Housing Tax Credits (HTCs).

The City of St. Cloud has entered into a Joint Powers Agreement with the Minnesota Housing Finance Agency (Minnesota Housing) dated April 28, 2021.

Pursuant to the above-described Joint Powers Agreement, the City of St. Cloud agrees to voluntarily and irrevocably transfer its entire 2022 HTC annual tax credit distribution to Minnesota Housing.

The City of St. Cloud understands that by transferring the HTCs to Minnesota Housing the HTCs become part of the Minnesota Housing 2022 Housing Credit Ceiling under Minn. Stat. § 462A.222 and the City of St. Cloud relinquishes all of its rights and entitlements with respect to those HTCs.

The transfer of the HTCs is effective immediately.

City of St. Cloud/St. Cloud HRA

By: _____

Its: _____

Date: _____

To: St. Cloud HRA Board of Commissioners

From: Louise Reis, Executive Director and Karen Rizer, Finance Director

Date: April 21, 2021

Subject: Changes to Personnel Policy 05.18 – Families First Coronavirus Response Act Policy

Requested Action: Approve Changes to Personnel Policy 05.18

Background: Policy 05.18 was adopted as required by Federal regulations. The recently adopted American Rescue Plan Act (ARPA) expanded the eligible reasons for using the leave.

The additional uses are as follows:

- The employee is seeking a medical diagnosis or awaiting test results of a COVID-19 test after exposure to COVID-19 (or by request from employer.)
- The employee needs time to get vaccinated.
- The employee is experiencing side effects after receiving the COVID-19 vaccination.

Also, Emergency Family Medical Leave may be used for any of the reasons that Emergency Paid Sick Leave may be used.

The full policy is attached, with changes noted in red.

These changes are not mandatory, but management recommends their approval.

Frequency of Request: Once.

Related Actions: None.

Future Action: Unknown.

Budget Impact: Benefits are budgeted for each fund.

**St. Cloud Housing and Redevelopment Authority
Personnel Policy Manual**

Topic: Families First Coronavirus Response Act Policy
Section: Benefit Policies
Number: 05.18

Page 1 of 3
Date Issued: 4-1-20
Revised: 12-16-20

Statement of Policy

It is the policy of the St. Cloud Housing and Redevelopment Authority (HRA) to comply with the requirements of the Federal Families First Coronavirus Response Act (FFCRA). The FFCRA provides employees with Emergency Paid Sick Leave (EPSL) and Emergency Paid Family and Medical Leave (EFMLA) for those affected by the COVID-19 pandemic, from April 1, 2020 through December 31, 2021.

Two Types of Leave Covered Under FFCRA

Emergency Paid Sick Leave (EPSL)

Emergency paid sick leave will be available for an employee who is unable to work or work remotely because:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine because of COVID19;
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
4. The employee is caring for an individual subject (or advised) to quarantine or isolation;
5. The employee is caring for a son or daughter whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
6. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
7. **The employee is seeking a medical diagnosis or awaiting test results of a COVID-19 test after exposure to COVID-19 (or by request from employer.)**
8. **The employee needs time to get vaccinated.**
9. **The employee is experiencing side effects after receiving the COVID-19 vaccination.**

Eligibility for EPSL

All employees, regardless of their tenure with the HRA, with full-time or part-time status are eligible to receive this benefit.

Paid Benefits for EPSL

Eligible employees will receive up to two weeks of paid sick leave.

- Full-time employees: 80 hours at their regular rate of pay, subject to caps and reasons noted below.
- Part-time employees: the number of hours that the employee works, on average, over a two-week period, subject to caps and reasons noted below.

Payments are capped at \$511 a day (\$5,110 in total) for dealing with an employee's own illness or quarantine (reasons 1, 2, 3, **7, 8, and 9** above). Employees who are caring for an individual affected by COVID-19 and those whose children's schools have closed (reasons 4, 5 and 6 above) receive up to two-thirds of their pay, and that benefit is limited to \$200 a day (\$2,000 in total). Employees may choose to use existing paid leave to supplement the amount received, up to normal earnings.

Return to Work Following EPSL

Employees are required to follow guidelines established by the [Centers for Disease Control and Prevention](#) as it relates to ceasing home isolation practices.

2). Emergency Family Medical Leave Act (EFMLA) Expansion

Employees will be entitled to take up to 12 weeks of job-protected leave if an employee is unable to work or work remotely due to ~~caring for the employee's son or daughter (who is under 18) because the child's school or place of care has been closed or his or her childcare provider is unavailable due to the public health emergency.~~ **any of the same reasons that Emergency Paid Sick Leave may be used.**

Eligibility for EFMLA

Under this policy, full-time and part-time employees who have been employed by the HRA for 30 days, prior to taking the leave, are eligible for leave.

Paid Benefits for EFMLA

The EFMLA provides for a combination of unpaid and paid leave.

- The first 10 days of EFMLA may be unpaid. An employee may choose to take the HRA's existing paid leave benefit during the 10-day unpaid period, or the 10 days may be paid under EPSL, if taken for a qualifying reason.
- After ten days of unpaid leave, employees are entitled to 10 weeks of job-protected leave at two thirds their usual pay. Part-time employees are entitled to be paid two-thirds of their usual pay based on the average number of hours worked for the six months prior to taking the leave.
- The cap of the paid leave entitlement for employees is \$200 per day (\$10,000 in the aggregate).
- Employees may choose to use existing paid leave to supplement the amount received, up to normal earnings.

Notifying the HRA of the Need for FFCRA Leave

Employees should request their need for leave under the FFCRA as soon as possible, by notifying their Supervisor and filling out the request form(s). If an employee is incapacitated, the employee's representative should give verbal notice as soon as possible. Calling in "sick" does not qualify as adequate notice. An employee must provide sufficient information regarding the reason for an absence for the HRA to know that protection and benefits may exist under this policy.

Insurance Benefit Continuation During FFCRA Leave

Coverage under group health insurance will continue while on leave, but employees must continue to pay their portion of the premium. Other employment benefits [*such as dental insurance, life insurance, AD&D, etc.*] will also be continued during the leave, as long as the employee continues to pay any required contribution.

Certification for FFCRA Leave

Generally, the HRA will require certification to verify the qualifying reason for the leave. Employees should be prepared to provide documentation such as a copy of any quarantine or isolation order, or written note by a health care provider advising self-quarantine, or a notice of closure of school or childcare provider (i.e. email, notification on website, or news article).

We understand that requesting healthcare provider documentation may place additional burdens on our medical community during this pandemic, therefore if an employee is unable to obtain this documentation, at a minimum, the name, address, and phone number of your treating healthcare provider must be provided. The HRA also reserves the right to request additional documentation completed by your healthcare provider or childcare provider (as applicable) in situations where there is reason to believe an employee has fraudulently obtained leave or paid benefits.

Intermittent Leave

For employees working on HRA premises, intermittent leave will only be permitted for the qualifying reason related to caring for their minor child whose school or place of care is closed, or childcare provider is unavailable.

For employees working remotely, intermittent leave will be permitted if the employee is unable to work his or her normal schedule of hours. The employee and employer will come to an agreement on a schedule that provides for the least amount of disruption to an employee's job. For EFLMA purposes, the total amount of leave taken in should not exceed the 12 weeks defined earlier in this policy.

Rights Upon Return from FFCRA Leave

An employee who takes leave under this policy may be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected by a layoff, reorganization, furlough, change in job duties or other change in employment if the action would have occurred had the employee remained actively at work.

TO: HRA Board of Commissioners
FROM: Louise Reis, Executive Director
DATE: April 21, 2021
SUBJECT: Report on Activities

RentHelpMN: The website of RentHelpMN.org is open and ready to take applications for COVID-19 emergency rental assistance for rent, utilities, and other housing costs. Individuals can visit renthelpmn.org or call 211 for help.

Administrative Services Manager: Becca Gill has joined the St. Cloud HRA as the Administrative Services Manager. Ms. Gill's background includes project management experience with Marco and McGraw Hill Education.

Summer Hours: As in the past, our office will plan to go to summer hours starting with Memorial Day and ending on Labor Day. These hours will be 7:30 am to 5:00 pm, Monday through Thursday, and 7:30 am to 11:30 am on Fridays. We continue to be closed to the public except by appointment. The front vestibule remains open during business hours for customers to drop off forms, pick up or schedule an appointment.

Housing Choice Voucher Program: During the month of March 2021, there were nine housing choice vouchers released. Six were voluntarily released; one was for program violations and two due to death. Four were over the age of 62.

For March 31, 2021 – we have 213 Port In vouchers and 37 Port Out vouchers.

CDBG Update:

For the homeowner rehab program:

- 3 in construction
- 2 in bidding process
- 1 in lead assessment
- 1 in scope of work
- 4 in application process
- 1 on the waiting list

Housing Department Vacancy Report – For the Month Ending March 31, 2021

| Fund: Public Housing – 291 Units | | | |
|---|-------------------|---------------------|----------------|
| | | Yearly | Vacant |
| <u>Complex</u> | <u># of units</u> | <u>Vacancy Rate</u> | <u>3/31/21</u> |
| Empire | 89 | 1.07% | 0 |
| Wilson | 126 | 1.68% | 1 |
| Scattered Sites | 76 | 0.78% | 0 |

| Fund: Section 8 New Construction – 162 Units | | | |
|---|-------------------|---------------------|----------------|
| | | Yearly | Vacant |
| <u>Complex</u> | <u># of units</u> | <u>Vacancy Rate</u> | <u>3/31/21</u> |
| Germain | 60 | 0.0% | 0 |
| Grace/NWB | 102 | 0.31% | 0 |

| Fund: Tax Credit – 249 Units | | | |
|-------------------------------------|-------------------|---------------------|----------------|
| | | Yearly | Vacant |
| <u>Complex</u> | <u># of units</u> | <u>Vacancy Rate</u> | <u>3/31/21</u> |
| Creeks | 24 | 3.0% | 1 |
| Brownstones | 12 | 0.0% | 0 |
| Swisshelm One | 32 | 2.89% | 0 |
| Westwood One | 32 | 1.0% | 0 |
| Swisshelm Two | 32 | 2.72% | 1 |
| Westwood Two | 32 | 0.00% | 0 |
| Riverside | 85 | 3.79% | 0 |

| Fund: Affordable Housing – 79 Units | | | |
|--|-------------------|---------------------|----------------|
| | | Yearly | Vacant |
| <u>Complex</u> | <u># of units</u> | <u>Vacancy Rate</u> | <u>3/31/21</u> |
| Eastwood | 18 | 4.83% | 1 |
| Loehr | 61 | 0.49% | 0 |