

**EDA Members:**

Dan Roe,  
President  
Lisa Laliberte,  
Vice President  
Tammy McGehee,  
Treasurer  
Robert Willmus  
Jason Etten



**Economic Development  
Authority  
Meeting Agenda  
Tuesday, April 17, 2018  
City Council Chambers  
6:00 p.m.**

**Address:**  
2660 Civic Center Dr.  
Roseville, MN 55113

**Phone:**  
651-792-7000

**Website:**  
[www.growroseville.com](http://www.growroseville.com)

1. 6:00 P.M. Roll Call  
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten and Roe
2. Pledge Of Allegiance
3. Approve Agenda
4. 6:01 P.M. Public Comment
5. Business Items (Action Items)
  - 5.A. 6:05 PM Consider Acquisition And Partnership Of Tax-Forfeited Property Located At 1125 Sandhurst Drive West  
  
Documents:  
[5A. ACQUISITION AND PARTNERSHIP FOR 1125 SANDHURST DRIVE.PDF](#)
  - 5.B. 6:25 PM Receive Overview Of 2015 Hotel-Motel Study Previously Presented To Former Housing And Redevelopment Authority (HRA), And Provide Direction On Next Steps  
  
Documents:  
[5B. OVERVIEW OF 2015 HOTEL-MOTEL STUDY.PDF](#)
  - 5.C. 6:45 PM Authorize Update Of Comprehensive Housing Needs Analysis  
  
Documents:  
[5C. AUTHORIZE UPDATE OF COMPREHENSIVE HOUSING NEEDS ANALYSIS.PDF](#)
  - 5.D. 6:55 PM Adopt A Resolution Authorizing Environmental Applications For The Redevelopment Of 2785 Fairview Ave. N - McGough Headquarters  
  
Documents:  
[5D. AUTHORIZE ENVIRONMENTAL APPLICATION FOR 2785 FAIRVIEW AVENUE.PDF](#)
6. 7:00 P.M. Staff, Board And Executive Director Communications, Reports, And Announcements
7. 7:15 P.M. Adjourn



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 4/17/2018  
Item No.: 5.a

Department Approval

Executive Director Approval

Item Description: Consider Acquisition and Partnership of Tax-Forfeited Property Located at 1125 Sandhurst Drive West

## BACKGROUND

On February 12, 2018 the Roseville Economic Development Authority (REDA) directed staff to reach out to organizations that may be willing to partner with the City in rehabilitating 1125 Sandhurst Drive for affordable housing. Staff created a Request for Proposals (RFP) (Attachment A), based upon direction given. The RFP was sent to the following nonprofit organizations:

- Northeast Metro Intermediate School District 916 Construction Program
- Community Action Partnership (CAP) Ramsey/Washington County
- Dayton’s Bluff Neighborhood Housing Services
- Neighborhood Works
- Project for Pride and Living
- Rondo Community Land Trust
- Twin Cities Habitat for Humanity
- Urban Homeworks

The following organizations responded:

- Neighborhood Works & Rondo Community Land Trust (Attachment B)
- Twin Cities Habitat for Humanity (Attachment C)
- CAP Ramsey/Washington County (Attachment D)

Staff requested each interested party to come meet with REDA staff to discuss their proposals on March 19, 2018. Based upon the proposals, and the various scenarios available, Staff is providing all proposals as options for the REDA to consider.

**Neighborhood Works & Rondo Community Land Trust (RCLT)** have provided two options for the REDA to consider. Neighborhood Works would be responsible for subcontracting the rehabilitation work and has asked for the REDA to use their funds for acquisition, maintenance and closing costs of the property. Neighborhood Works would find an income qualified buyer that would meet funding requirements as well as Ramsey County’s seven year affordability requirement (Attachment E). If the REDA would like for the property to remain affordable for a longer term then Neighborhood Works would need an additional \$30,000 from Ramsey County or the REDA to cover gap financing. The timeline from acquisition, rehabilitation, and selling the property to a qualified buyer would be approximately a year.

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**Twin Cities Habitat for Humanity (TCHH)** requested that the REDA also use their funds for the acquisition, maintenance and closing costs of the property. TCHH would rehabilitate the home and find a qualified buyer that would meet TCHH requirements as well as Ramsey County’s Affordability. They would not need any additional gap funds. Timeline from acquisition, rehabilitation, and selling the property to qualified buy would be approximately a year.

**Community Action Partnership (CAP) Ramsey/Washington County** would partner with Greater Metropolitan Housing Corporation (GMHC) for construction management services. The CAP would maintain the home as affordable rental housing and also oversee the professional rental company for day to day management and oversight. CAP would not need any financial assistance and has access to County funds that they would use to acquire, rehabilitate and update for energy efficiency. Timeline from acquisition, rehabilitation, and leasing the property to qualified tenant would be approximately one year.

**Summary of proposals**

Organization	REDA Funds Needed	Additional Gap funding needed	Ownership/Rental	Timeline
Neighborhood Works	Acq., main., and closing costs	\$0	Ownership	1 Year
Neighborhood Works &RCLT	Acq., main., and closing costs	\$30,000	Ownership	1 Year
TCHH	Acq., main., and closing costs	\$0	Ownership	1 Year
CAP	\$0	\$0	Rental	1 Year

Acquisition costs are estimated to be \$43,750 plus maintenance and closing costs. Community Development Block Grant (CDBG) Funds are available to be used for any of the three proposal options. As of January 25, 2018 the REDA has a current CDBG balance of \$345,638.

All representatives of the proposals have been requested to be present at the meeting to answer any questions that the REDA may have.

**STAFF RECOMMENDATION**

Discuss the proposals and provide direction to staff as to the proposal option desired by the REDA. The REDA will need to select a proposal and approve the acquisition and partnership via the Resolution attached (Attachment F).

If the REDA determines that it would like more time or information on the proposals, they are under no obligation to make a decision now, however, the REDA will need to make a determination by Jun 6, 2018 as that is when the hold option will expire from the Ramsey County Assessor’s office (Attachment F).

**REQUESTED BOARD ACTION**

Determine the following actions:

1. REDA to select a proposal from one of the three options identified.
- Adopt a Resolution authorizing the acquisition of 1125 Sandhurst Dr. and noting the selection of project partner. or,

2. Defer any action at this time and give further direction to staff.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager,  
651-792-7086

Attachments: A: RFP  
B: LOI Neighborhood Works & RCLT  
C: LOI TCHH  
D: LOI CAP Ramsey/Washington County  
E: Ramsey County Affordability Requirements  
F: Resolution to acquire property

1125 Sandhurst Road West  
Roseville, MN 55113

The Roseville Economic Development Authority (REDA) is considering acquiring a tax forfeited home below market value from Ramsey County using Community Development Block Grant funds. It is the desire of the REDA to have the home rehabilitated and maintained as affordable housing with income requirements of 80% or less Area Median Income. The home is within walking distance of Lexington Avenue and County Road B, served by Metro Transit bus routes 65 and 83. See attached sheet that provides county assessor information on the home.

The REDA is soliciting letters of interest from the non-profit community.

Proposal should include the following:

- Developer team and experience
- Project scope and timeline from acquisition to completion of rehabilitation
- Project Budget for the rehabilitation with sources and uses
- Will the home be owner-occupied or rental
- Process to find an income-qualified buyer or renter
- Support services to help homeowner or renter maintain the property

Please submit letters to the following REDA staff member by March 2, 2018 12:00 noon.

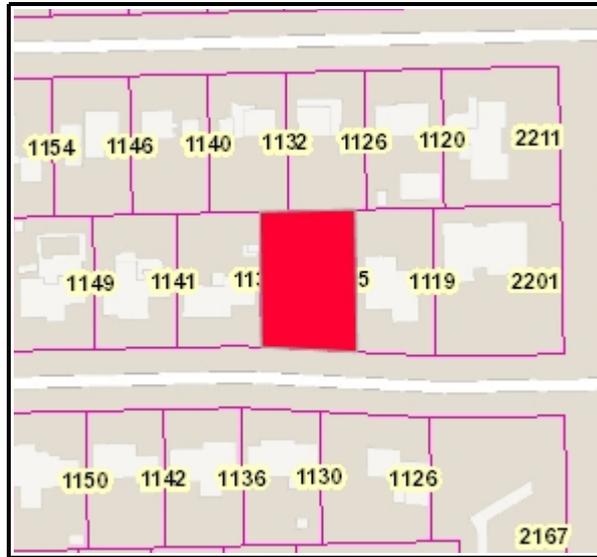
Jeanne Kelsey  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
[Jeanne.kelsey@cityofroseville.com](mailto:Jeanne.kelsey@cityofroseville.com)

For questions e-mail or call.  
[Jeanne.kelsey@cityofroseville.com](mailto:Jeanne.kelsey@cityofroseville.com)  
651-792-7086

# Ramsey County Parcel Report



Parcel location within Ramsey County



Taxlot highlighted in red

**Parcel ID:** 102923440099

**Owner(s):** State Of Mn Trust Exempt

**Site Address:** 1125 Sandhurst Dr W, Roseville MN 55113-4327

[Link to Ramsey County Tax and Property Quick Info](#)

**Tax Payer(s):** State Of Mn Trust Exempt

**Homestead:** N

**Tax Address:** Po Box 64097, St Paul MN 55164-0097

**Use Type:** Res/exempt Single Family Dwelling

**Dwelling Type:**

**Lot:** 2      **Block:** 1

**Home Style:** One Story

**Plat Name:** BROADVIEW ADD

**Living Area:** 1338      **Sq. Ft.**

**Area:** 0.28      **Acre(s)**

**Year Built:** 1951

**Garage:** Y

2017 Pay 2018 EMV Land: 87000

**Garage Area:** 484      **Sq. Ft.**

2017 Pay 2018 EMV Building: 88000

**Heating Type:** HOT AIR

2017 Pay 2018 EMV Total: 175000

**Cooling Type:** CENTW/AIR

**Total Tax\* in 2017 :** 0

**School District:** 623

**Special Assessment in 2017 :** 122.66

**Watershed District:** Metro Watershed

**Tax Exempt:** Y

**Green Acre:**

**Last Sale Date:**

**Open Space:** N

**Last Sale Price:**

**Agriculture Preserve:** N

*The user of this report acknowledges that the City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided. \*Total Tax includes special assessment due if any.*

February 27, 2018

Attn: Jeanne Kelsey  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
Jeanne.kelsey@cityofroseville.com  
651-792-7086

**RE: Letter of Interest  
1125 Sandhurst Drive. W. Roseville, MN 55113**

Thank you for this opportunity to review this home as a prospective renovation project. We are approaching this project with two possible outcomes – renovation and sale as a land trust property and renovation and sale as a fee simple property. Both scenarios would require owner-occupancy and buyers with household income of 80% AMI or below. The land trust budget would invest funds to bring the affordability into a range for an 60-80% AMI buyer and provide long term affordability through the land lease for the families and property. The fee simple budget would also require affordability gap to bring the sale price down for the initial buyer at 80% AMI.

*1. Developer Team - Background and Experience*

Greater Frogtown Community Development Corporation (GFCD), an affiliate of NeighborWorks Home Partners (NWHP) and Rondo Community Land Trust (Rondo CLT)

*Greater Frogtown Community Development Corporation, an affiliate of NeighborWorks Home Partners*

**Organization History**

NeighborWorks Home Partners (NWHP) was founded in 1981 to provide home improvement loans to residents living in the Westside of St. Paul. We have since grown into a diverse organization that provides comprehensive homeownership services to residents of the Twin Cities metro area. In the past five years alone, NWHP has helped 1,217 families buy a home while also helping 235 families preserve the home they are currently living in. This work resulted in \$209,933,481 of direct investment into our community.

NWHP is unique as we offer a comprehensive combination of full-cycle homeownership services in one stop and under one roof (with two full service locations – an office in the Frogtown neighborhood in St. Paul serving the East Metro and one in North Minneapolis serving the West Metro). NWHP helps prepare potential homebuyers through financial capabilities, one-on-one pre-purchase mortgage counseling and homebuyer education workshops. NWHP also offers down payment assistance to assist low-to-moderate-to-middle income households in purchasing a home. After the purchase, NWHP offers home improvement loans with flexible terms and lower interest rates to households that would not generally qualify for a loan from traditional lending institutions. An experienced Construction Specialist helps clients prioritize and coordinate their home improvement projects and obtain and evaluate contractor bids. NWHP also offers one-on-one foreclosure prevention and mitigation counseling and loan modification assistance to homeowners facing the prospect of foreclosure as well as refinance counseling for clients looking to refinance their current loan. NWHP also provides housing development including new construction and rehabilitation of existing homes for low to moderate income, owner occupied homebuyers. NWHP provides all of our services in English and in Hmong.

NWHP was chartered as a NeighborWorks America organization in 1982 and designated a NeighborWorks America HomeOwnership Center in 2007 (the only one in Minnesota). In 2001, NWHP was certified by the U.S. Department of the Treasury as a Community Development Financial Institution (CDFI). NWHP is also a HUD and NSP approved counseling agency and a HUD approved down payment assistance provider and is registered with the Nationwide Mortgage Licensing System & Registry (NMLS).

### **Our Vision**

Vision (for our community):

We imagine a Twin Cities where all people have a home.

### **Our Mission** (drives our work):

Revitalizing neighborhoods by creating and supporting successful homeownership.

### **Our Aspiration**

We aspire to be the preferred Homeownership Center dedicated to building and preserving sustainable homeownership for all people in the Twin Cities. We deliver innovative services dedicated to:

- Eliminating the homeownership disparity gap.
- Empowering customers with knowledge.
- Developing homes to enhance neighborhoods and better the lives of our homebuyers.
- Improving homes with affordable lending products.
- Creating access to homeownership with down payment assistance.

NWHP's strategic goals based on our last strategic plan:

1. Build awareness by delivering key program and organizational messages to various NWHP stakeholders.
2. Access diverse capital sources as necessary to fund lending programs, development projects, counseling/education and other support services, and maintain long-term effectiveness.
3. Continue to align performance management, incentives, and other systems with the organization's mission, vision and core values.
4. Continue to strengthen NWHP's programs and service delivery.
5. Engage the board in exploring more aggressive strategies that improve NWHP's long term competitive positioning and performance.

### **Current Programs and Activities**

Affordable Housing Development— Our housing development programs seek to stabilize neighborhoods by providing high-quality renovated and newly constructed homes for sale to low - to moderate income owner-occupied homebuyers.

- Vacant Home Renovation & New Construction: NWHP substantially renovates vacant homes for new homeowners as well as constructs new homes on vacant lots. Homes are constructed and renovated with an emphasis on green building materials, energy efficiency, functionality, healthy, sustainability, as well as accessibility and visitability when possible.
- Rental Development & Economic Development: NWHP has preserved GFCD's participation in two LLC's: 1) The Frogtown Development LLC is a 50/50 partnership with Project for Pride in Living for the renovation and asset management of 12 scattered site rental units for low income households, 2) NEDU LLC is a partnership with four local cdc's including GFCD, Neighborhood Development Center, Model

Cities, and Aurora St. Anthony CDC. NWHP's ownership interest through GFCDC is 25%. The partnership owns and manages the first floor commercial space at Frogtown Square, a new mixed-use development at the North East corner of Dale and University.

**Counseling and Education Programs** – Our counseling and educational programs seek to stabilize neighborhoods by educating and preparing homeowners for purchasing a home and assist with foreclosure counseling in an effort to prevent or mitigate the repercussions of a foreclosure.

- **Homebuyer Education Workshops:** NWHP offers workshops on a monthly or bi-monthly basis in both English and Hmong. The workshops help participants understand if homeownership is right for them, how much they can afford to borrow, how to qualify for a mortgage, and how to choose a home.
- **Individual Pre-Purchase Counseling:** Housing Counselors provide one-on-one assistance to help clients determine which mortgage loan programs fit their needs and answer questions about affordability, credit and budgeting. For families not ready for homeownership, counselors help prepare a plan to move them toward this important step.
- **Financial Capabilities Workshops:** Credit and financial health hold a significant influence upon homeownership. These workshops are designed to help participants learn how credit works, how to spot traps and danger zones, and develop important financial skills, such as budgeting, saving and debt management.
- **Foreclosure Counseling:** Housing Counselors provide one-on-one assistance to clients who are facing or potentially facing a foreclosure situation. These services include an assessment of a client's situation, development of an action plan and negotiations with lenders regarding loan modifications.
- **Post-Purchase Counseling:** Housing Counselors provide one-on-one assistance to current home owners on a variety of topics and can assess a family's needs and help make sound decisions related to housing.

**Lending Programs** – Our lending programs seek to stabilize neighborhoods by providing families with low interest loans to be able to purchase and/or rehabilitate or improve their existing home.

- **Down Payment Assistance:** NWHP currently administers two large down payment programs. We experienced great demand and need for our down payment program in 2012 in which we helped 422 families purchase a home in Minneapolis and St. Paul. Since these funds were exhausted we had been using our previous CDFI award to continue a similar program but these funds are almost exhausted. We were fortunate to receive an additional \$4mm in Neighborhood LIFT funds in 2016 to help an additional 450 families and the need has outpaced this program from 2012. We have been originating approximately 30 DPA loans a month through this program for the last 18 months. We also recently received a \$1.2mm award for the Project Reinvest Homeownership program.
- **Home Improvement Lending:** NWHP offers a revolving home improvement 2nd mortgage loan product which provides flexible 1-30 year terms based on borrower's equity and affordability. Loans are available for owner occupied rehabilitation work and can be as large as \$85,000 with a below market interest rate. NWHP also administers fee for service lending programs for a number of entities throughout the Twin Cities. NWHP generally lends approximately \$1.2 million annually to families for deferred maintenance and repairs.

### **Populations and Communities Served**

The populations and communities NWHP serves varies by funding source. Historically, NWHP's targeted population for our services were low-to-moderate income households living in St. Paul, MN. We have expanded our program geographically this past year and now operate targeted programs in the following communities: Willard-Hay and Near North neighborhoods of Minneapolis, City of Woodbury, City of Shoreview and Greater Ramsey County. In addition, NWHP also provides some limited services to the Twin Cities Seven County Metro Area. In the last year, the demographic breakdown of our clients served are as follows:

Race/Ethnicity

American Indian/Native Alaskan/Native Hawaiian: 1%

African American: 16%

Asian: 27%

Hispanic: 6%

White: 50%

Income

<30% of AMI: 13%

30% - 49% AMI: 27%

50% - 79% AMI: 35%

80% - 100% AMI: 16%

>100% AMI: 9%

*Rondo Community Land Trust***Organizational History**

Rondo Community Land Trust (CLT) is a community-based affordable housing land trust operating in St. Paul and Suburban Ramsey County. Rondo CLT is named after Rondo Avenue, a main commercial corridor that was renamed Concordia Avenue during the construction of Interstate 94. The construction dislocated many long-term residents and fractured the predominantly African American Rondo neighborhood. In 1993 Rondo CLT was incorporated as a non-profit organization to serve these communities. After nearly ten years of success in Summit-University and Lexington-Hamline neighborhoods, Rondo CLT expanded the land trust's service area to include all of St. Paul and later to include Suburban Ramsey County.

**Rondo CLT Mission**

The mission of Rondo CLT is to strengthen and preserve communities by providing and advocating for permanently affordable, sustainable housing for families and individuals with low to moderate incomes; to promote the utilization of the land trust model as a method of preserving affordable housing and economic growth and neighborhood stabilization; and support and celebrate cultural diversity by providing affordable business opportunities to increase community economic wealth, property values and jobs.

**Rondo CLT Vision**

The Rondo community, along with targeted areas of Ramsey County, has an adequate supply of high quality, permanently affordable housing choices for low and moderate-income, multi-generational households as a result of Rondo CLT. The Rondo community has a growing economic and cultural diversity due to targeted commercial and residential strategies supported by Rondo CLT.

For over twenty years Rondo CLT has successfully developed affordable housing for modest-income households in St. Paul, Minnesota. As part of its vision, Rondo CLT has remained dedicated to addressing priorities as set by the community and exploring innovative development methods. The current economic environment coupled with a holistic approach towards neighborhood stabilization has led Rondo CLT to develop new projects that emphasize flexibility and collaboration. These projects range from economic development to neighborhood beautification, but woven throughout each initiative is Rondo's commitment to improving the quality of life of community members for which the organization serves.

Through the land trust model of homeownership, Rondo CLT strives to serve families and individuals who have historically been excluded from home ownership. We achieve permanently affordable homeownership

opportunities by separating the ownership of the house and the land through the use of a ground lease. Rondo CLT homebuyers purchase the house and enter into a 99-year ground lease with Rondo CLT for the exclusive use of the land. The land remains the property of the community land trust, which is governed by a Board of Directors made up of land trust homeowners, affordable housing advocates, and other community members.

To ensure affordability for future generations, Rondo CLT's ground lease includes a 25 percent limited equity appreciation formula that is used upon resale of the home. This formula allows the home to remain affordable for the next generation of homebuyers, while also allowing the original buyer to gain equity. The initial investment in affordable housing is recycled at each resale.

Based on the success of the land trust model in homeownership, Rondo CLT is currently developing a land trust model for affordable commercial and senior rental housing. The project was conceptualized as an anti-gentrification measure for local area businesses in an effort to retain and stabilize small businesses on the Selby Avenue Commercial Corridor. The Rondo CLT/Community Housing Development Corporation (CHDC) Selby Milton Victoria Project seeks to ensure that small businesses can open, remain, and grow on Selby Avenue in the midst of regional revitalization and provide long-term low-income affordable senior housing.

### **Current Programs and Activities**

Rondo CLT manages a diverse set of projects, continuously adjusting to market situations and demands. All our programs strive to benefit those typically disenfranchised in our community. Our current programs include; The Selby Milton Victoria Project, The Shoreview and Maplewood Pilot Projects, Homebuyer Initiated Program (HIP), Rondo Emergency Mortgage Loan Fund and Central Selby Association. While our homeownership programs work with families and individuals at or below 80% of area median income, the Selby Milton Victoria Project aims to benefit low-income seniors and existing businesses with low profit margins and minority owned businesses. The Maplewood Duplex project now provides affordable rental housing for households between 30% and 60% of area median income.

#### Selby Milton Victoria Project

Rondo CLT is developing a new model for affordable commercial and senior rental housing. The Selby Milton Victoria (SMV) Project seeks to ensure that small businesses can remain and grow on Selby Avenue amid regional revitalization and provide long-term low-income affordable senior housing. This is the first commercial land trust of its kind in the Twin Cities.

#### Homebuyer Initiated Program

Rondo CLT will continue its successful Homebuyer Initiated Program (HIP) in the coming year. HIP is a homeownership program through which Rondo CLT assists income-qualified households purchase and fix up homes. Families participating in HIP receive two grants. The first grant, a Buy Down Grant, is available for purchase price and write-down assistance. The second grant, the HIP Rehab Grant, is made available to ensure that homes purchased through HIP are structurally safe and sound. The rehab grant provides funds to pay for things like electrical and plumbing updates, a new roof, furnace, windows, or doors, lead abatement, and insulation updates.

#### Shoreview and Maplewood Pilot Projects

The Shoreview Homebuyer Initiative Program (HIP) is a homeownership program, which will assist income-qualified household purchase a single-family house in Shoreview and Maplewood. Households participating in HIP receive down Payment and Closing Cost Assistance Grants as well as the HIP Rehab Grant.

Rondo purchased a newly constructed duplex in Maplewood in 2016 that now provides two units of affordable (30% to 60% of HUD income limits) rental housing. The duplex has been brought into the Trust and is managed by BDC Management, who will also manage the Selby Milton Victoria Project for Rondo and CHDC. The units now provide much needed low-income housing in Maplewood.

#### Rondo Emergency Mortgage Loan Fund

The Rondo Emergency Mortgage Loan Fund is available to current Trust homeowners who are unable to make their next mortgage payment due to a short-term crisis. Up to two mortgage payments will be made by Rondo CLT directly to the mortgage company. A note is attached to the end of the mortgage making the emergency loan due on sale of the property. To date, Rondo has helped twelve families remain in their homes.

#### Central Selby Association

Rondo CLT continues to serve as the fiscal sponsor for the Central Selby Association (CSA) (formerly Selby Avenue Action Coalition), a collaboration of Selby Avenue businesses, area nonprofits, local churches, and area residents with the goal of revitalizing Selby Avenue from Dale Street to Lexington Parkway. Rondo is partnering with Central Selby Association on the Selby Avenue economic development initiatives. Rondo and CSA are working on promoting, supporting and assisting in the development of the African American Cultural Corridor on Selby Avenue between Lexington Parkway to Dale Street. A significant portion of these homes, businesses and community institutions are owned, occupied and/or run by members of the African American community. Based on the demographics and community goals as determined by the collaborative, CSA has branded this node of the street the Selby Avenue African American Heritage Corridor - Commercial District. The partnership is also developing two new Jazz series to complement the Selby JazzFest, the Walker West Music Academy Eight O'clock Jump Jazz Series and Rondo/CSA More Jazz on Selby events.

#### **Populations and Communities Served**

Rondo CLT prides itself on the diversity of the households who participate in our programs. We have greatly impacted many people within our community, including 73 households made up of the following demographics:

- 36% African American households
- 9% Hispanic/Latino households
- 33% Caucasian households
- 2% Asian American households
- 20% Households of mixed ethnicity/other

At the time of sale:

- 51% were single parent households
- 61% were households with children

The households served include current homeowners plus three rental families housed in land trust duplexes, fifteen completed re-sales, and one additional pending re-sale. Households approved to purchase a Trust home must have income of less than 80 percent of the AMI, reflecting those most in need of viable homeownership opportunities. Through our new initiative, the Rondo/CHDC Selby Milton Victoria Project, we will expand our range of services to include affordable senior rental opportunities to a demographic often disenfranchised in our communities.

#### **2. Project scope**

The proposed renovation of the home at 1125 Sandhurst Drive W. in Roseville, built in 1951 the home will have approximately 1,338 finished square feet, 3 bedrooms, 1 bath, 2 car attached garage, with 1 egress window in the basement and a lower level roughed in bathroom for future expansion.

The home will include quality green products to help reduce the energy costs for the homeowner, making the home more affordable.

Features include:

- Ceramic tile floors in bathrooms
- Low flow plumbing fixtures
- Programmable thermostat
- Energy-star ventilation fans
- Oak or maple cabinets/vanities
- Energy star kitchen appliances – for appliances that will be replaced
- Energy star light fixtures- for fixtures that will be replaced
- All paints, varnishes, caulks and sealants are low-VOC
- High performance windows – for windows that will be replaced
- Maximum insulation – air sealing techniques
- Refinish hardwood floors when possible

3. *Timeline from acquisition to completion of rehabilitation*

From acquisition of the property to sale to a qualified end CLT buyer will not exceed 12 months.

- Month 1 – Acquisition closing, develop scope of work, out to bid
- Month 2 – review of bids, bid selection
- Month 3 – Construction finance closing, notice to proceed, pull permits
- Month 4-8 – Construction, begin marketing and buyer qualification
- Month 9 – Construction completion, continue marketing and buyer qualification
- Month 9-11 – Marketing, buyer qualification (CLT)
- Month 12 - Closing with end buyer (80% AMI or below buyer), final reporting

4. *Project budget for the rehabilitation- sources and uses*

See attached:

- Budget
- Recent comparable sales for the area

5. *Will the home be owner- occupied or rental?*

The renovated home will be sold to a qualified owner-occupant at or below 80% AMI.

All homes sold through Rondo CLT are income qualified at time of purchase.

If sold fee simple, NWHP would income qualify the buyer's household (80% AMI or below) at time of purchase.

6. *Process to find an income-qualified buyer or renter*

- See the attached Rondo Community Land Trust – Outreach and Home Buyer Selection Policy
- If sold fee simple, NWHP contracts with a licensed realtor to list the property on the MLS. See attached NWHP marketing plan.
- NWHP also offers the 8 hour Home Stretch workshop which is often required for first time buyer mortgages and down payment programs. NWHP also provides free one: one homebuyer counseling to help prospective buyers establish or repair credit, establish a budget, and build savings for a home purchase.

7. *Support services to help homeowner or renter maintain the property*

- Rondo Community Land Trust - Through our Post-Purchase Services and Support, Rondo CLT, provides assistance to current homeowners on a variety of topics and can assess a family's needs and help make sound decisions related to housing.
- NeighborWorks Home Partners offers home improvement loans to income-qualified households for a variety of repairs. NWHP is an approved MHFA home improvement lender. NWHP also offers foreclosure prevention counseling to assist homeowners in evaluating options to retain ownership if possible.

8. *Additional Comments:*

- GFCD has a partnership with an Institution/Community Work Crew (ICWC) Program through Minnesota Department of Corrections industry program (MINNCOR). MINNCOR has a long history of making fine cabinetry and casework as well as providing work skills training to offenders and premium products to customers while maintaining financial self-sufficiency.
- GFCD has a partnership with the Home Depot in Inver Grove Heights, where they donate construction materials of about \$1,500 per month to GFCD. These new, donated materials have included: windows, kitchen cabinets, floor finishes, light fixtures, bath hardware and faucets, exterior doors and storm doors. By utilizing donated materials, where appropriate, we are able to save hundreds to thousands of dollars on hard construction costs.
- All of the projects both GFCD and Rondo CLT have completed have met or exceeded goals set by Vendor Outreach Program, Affirmative Action, and Section 3.
- Both organizations have done successful single-family projects (substantial renovation and new construction) for more than 20 years.

Thank you again, for this opportunity.

Sincerely,

Greg Finzell  
Executive Director  
Rondo Community Land Trust  
greg@rondoctl.org; 651-221-9884  
651-221-9884

Beth Hyser  
Chief Program Officer  
NeighborWorks Home Partners  
bhyser@nwhomepartners.org  
651-348-5084

Becky Errigo  
Housing Development Coordinator  
NeighborWorks Home Partners  
[berrigo@nwhomepartners.org](mailto:berrigo@nwhomepartners.org);  
651-348-5086



creating homeowners  
building community

Main Office:  
533 Dale Street North  
Saint Paul, MN 55103

Minneapolis Office:  
1930 Glenwood Avenue  
Minneapolis, MN 55405

P: 651-292-8710  
F: 651-292-0473  
nwhomepartners.org

## 5a. Attachment B

Affirmative, Fair Housing Marketing Plan for New construction and Rehabilitation projects developed by Greater Frogtown Community Development Corporation, an affiliate of NeighborWorks Home Partners

NeighborWorks Home Partners will perform the marketing of the homes, which it builds or rehabilitates. This marketing will include the following:

- Advertisements will be placed in local newspapers
- Open Houses to be held as needed
- Signage showing the home is "For Sale" will be placed on the property
- Marketing to follow all requirements by funding source/s
- NeighborWorks Home Partners keeps an active running list of interested parties
- Marketing commission on each home is not to exceed 6.5%
- Homes for sale will be targeted to low and moderate-income families with incomes below 80% of areas (St. Paul / Minneapolis) median income. Depending on funding sources, certain projects will be targeted to families with incomes below 115% of the area median income.
- NeighborWorks Home Partners will work with all potential buyers.
- Flyers will be delivered to the residents and businesses in the neighborhood within a 1½ block radius of the home
- Neighborhood organizations/groups/establishments will receive flyers to post
- Information on properties developed for home ownership opportunities will be shared with financial and homeownership training counselors at NeighborWorks Home Partners
- The property will be listed with the Multiple Listing Service or an equivalent listing service if necessary

NMLSR# 363923



# Rondo Community Land Trust

## Outreach and Home Buyer Selection Policy

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### I. OVERVIEW

This policy is intended to guide the development and implementation of both program and project-specific marketing and homebuyer selection procedures administered by the Rondo Community Land Trust (CLT). This policy shall be reviewed from time to time by the Rondo CLT Board for effectiveness in guiding the organization in pursuit of its mission.

### II. GOALS

- ☞ Provide as many opportunities as possible to low and moderate income households to secure decent, safe and affordable homeownership; and
- ☞ Ensure the preservation of quality, affordable housing for future low and moderate income residents of the community; and
- ☞ Preserve and encourage economic diversity in Ramsey County; and
- ☞ Select to best match between households and housing units using price, household size and housing unit size as a guide.

### III. OUTREACH & MARKETING

Rondo CLT is an Equal Housing Opportunity provider and conducts business in accordance with the Federal Fair Housing Law. When the Rondo CLT has a house available for sale/resale it will market using the following process:

- ☞ Mail and/or email information to organizations, persons on the contact and waiting list
- ☞ Advertise home for sale on the Rondo CLT web site
- ☞ Hold at least one Open House and conduct individual showings at the owners discretion
- ☞ Put a For Sale sign on the property
- ☞ If needed, list the home through the Multiple Listing Service

### IV. SELECTION COMMITTEE

On behalf of the Rondo CLT Board, the committee responsible for selecting homebuyers will consist of at least one staff person and members of the Rondo CLT Executive Committee.

## V. SELCECTION CRITIERIA

1. **Eligibility Criteria** - the following criteria reflect the Rondo CLT's goal to match household size to unit size and match household income to housing costs.
  - a) **Age** must be **18** in Minnesota to qualify for a mortgage.
  - b) **Citizen** of United State or registered alien
  - c) **Home Ownership Education** – Must receive certification before final loan closing through the Home Ownership Center or an equivalent homebuyer education curriculum.
  - d) **Maximum Income** – must be below 80% of the area median income (AMI) as defined by the U.S. Department of HUD, demonstrate a sense of ownership of financial obligations and history of responsible effort to meet them. In the case where funding sources mandate that lower income households be served (i.e.: less than 50% AMI) or certain populations be served, those regulations will prevail. With Board approval there are exceptions to the maximum income eligibility criteria:
    - ☞ Households at any income level can place land they own in the community land trust.
    - ☞ Households at any income level can undertake a sale-leaseback arrangement.
    - ☞ Households that agree to the Community Land Trust resale restrictions will be considered.
  - e) **Minimum Income** – A household must have sufficient income to support housing costs. The household must be prequalified for a mortgage as evidenced by a letter from a lending institution.
  - f) **Affordability** – In general, this means the cost of housing does not exceed 30% of the household's monthly income.
  - g) **Assets** – a review of household assets should clearly indicate a limited ability to compete successfully in the conventional housing market.
  - h) **Credit** – Although the mortgage underwriting is preformed and evaluated by the lending institution, this will still be a deciding factor.
  - i) **All else being equal** – The household with the lowest income to household size ratio will be selected.

### 2. Property Eligibility

In some cases i.e. Homebuyer Initiated Program (HIP), some qualified homebuyers will find and select homes to be placed in the community land trust. To be eligible, homes must pass inspection and must be located in the Rondo CLT service area.

## VI. SECONDARY SELECTION CRITERIA

The following circumstances, not necessarily in order of priority, will be considered in those instances when there are two or more households expressing an interest in a particular home and meet the Eligibility Criteria above.

- a. **Appropriate Size** – Preference is given to households that match the size of the home:

<u>Unit Size</u>	<u>Household Size</u>
1	1-2 persons
2	2-3 persons
3	3-5 persons
4	4-7 persons
5	5-8 persons

- b. **Residency, Displacement and Employment** – Current and previous residency within Ramsey County, family ties to the neighborhood, or employment in the community will be given priority.
- c. **First Time Homebuyers** – Defined as someone who has not owned a home in the last three years.
- d. **Need** – Special consideration will be given to households facing immediate need.
- e. **Community Involvement** – Residents having demonstrated involvement with and commitment to the community as evidenced by organizational memberships, support for or sponsorship of non-profit, church or civic groups/events, etc.
- g. **Application on File** – Length of time an application has been on file.

## VI. APPLICATION PROCESS

Once outreach and marketing has started the following process will take place for the interested buyers but not necessarily in the order listed. In the case of a resale, Rondo CLT will assist the Leasehold household in ordering the leasehold appraisal and truth-in-housing inspection.

- ☞ Attend information/orientation session at Rondo CLT about community land trusts and how they work
- ☞ Complete an application, provide verification of current income and income tax returns
- ☞ Obtain home buyer education certification
- ☞ Participate in a one-on-one interview with Rondo CLT staff
- ☞ Obtain a pre-qualification letter from a private lending institution
- ☞ On behalf of the CLT Board, the Executive Committee will select the household, a purchase agreement is signed and a final mortgage application processed.
- ☞ Independent legal review of the ground lease by an attorney on behalf of the Applicant/Household.
- ☞ Mortgage loan and ground lease closing

## DEFINITIONS

- Affordable:** Monthly Housing Cost (PITI) that does not exceed 41% of monthly household income.
- Housing Cost:** When measuring affordability to a known household and unit size and type of ownership/lease arrangement:  
☞ Single Family: Principle, Interest (prevailing rates and terms), Taxes (including assessments), Ground lease fee, and any association dues or fees.
- Household:** A person or group of persons who occupancy the same housing unit as their primary residence.
- Median Income:** Set forth by U.S. Department of Housing and Urban Development (HUD).
- Low Income:** Household gross annual income adjusted by family size that does not exceed 50% of the HUD Mpls/St. Paul area median income.
- Moderate Income:** Household gross annual income adjusted by family size that does not exceed 80% of the HUD Mpls/St. Paul area median income.

## ATTACHMENTS

- ☞ Leaseholder Application
- ☞ Area Median Income Limits
- ☞ Ground Lease

Revised 3-15-11

**Estimated Project Budget**

<b>Project Address:</b>	1125 Sandhurst Drive. W Roseville, MN 55113
<b>Project Description:</b>	Sold as a Fee Simple property - Renovation of 1951 built rambler w/ 1,338 finished sq. ft., 3 bedrms, 1 bath, 2 car attached garage 3/1/2018

**USES****ACQUISITION COSTS**

Purchase Price	\$ 43,750.00	\$175k x 25% - Ramsey County Tax Forfeited Property
County Maintenance fees	\$ 2,000.00	\$1,000 + \$1,000 contingency
Closing Costs - Acquisition	\$ 2,000.00	
<b>Total Acquisition Costs</b>	<b>\$ 47,750.00</b>	

**CONSTRUCTION COSTS (HARD COSTS)**

Hard Construction Costs	\$ 110,000.00	Estimated Contract Amount
Contingency for well sealing (basement)	\$ 2,000.00	
Contingency if drain tile is needed	\$ 9,500.00	
Structural work- well room, under stoop	\$ 1,500.00	
Contingency (10%)	\$ 11,000.00	10% rehab; 5% new construction
<b>Total Construction Costs</b>	<b>\$ 134,000.00</b>	

**SOFT COSTS**

Design & Construction Management (4%)	\$ 5,360.00	Cap @ 6% of estimated hard costs
Radon/Abestos/Lead Tests	\$ 1,000.00	
Real Estate Commission Fee	* \$ 9,867.00	5.50%
Soil Tests	\$ -	
Survey/ Stakeout	\$ -	
Marketing (signage/flyers/info box)	\$ 150.00	
Construction financing (costs) 1% of LOC	\$ 1,500.00	
Construction financing-interest (5%)	\$ 5,000.00	Coulee Bank: 5% for 8 months
NWHP- CDFI Equity interest	* \$ 500.00	
Seller's Closing Costs	* \$ 2,000.00	
CLT buyer legal fees	\$ -	
Community Land Trust Fee	* \$ -	
After Rehab Appraisal Fee	\$ 460.00	
Taxes/Assessments	\$ 3,500.00	
Holding Costs (maintenance, utilities)	\$ 2,000.00	
Property Insurance	\$ 4,000.00	
Other		specify:
Soft Costs (not including dev fee)	\$ 35,337.00	
Developer's Fee	* \$ 16,812.00	10% of Total Construction + Soft Costs, (Acquisition Costs not included)
<b>Total Soft Costs</b>	<b>\$ 52,149.00</b>	

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 233,899.00</b>	Total of Acquisition, Construction Costs, Soft Costs, and Developer Fee
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Estimated after rehab value	\$ 250,000.00	
Estimated fee simple sale price	\$ 179,400.00	To meet 80% AMI requirement

**TEMPORARY SOURCES**

Construction LOC	\$ 150,000.00	60% LTV- Coulee Bank
Developer Equity	\$ 54,720.00	
Payout at end buyer closing	* \$ 29,179.00	Hold until closing with buyer
<b>Total Temp Sources</b>	<b>\$ 233,899.00</b>	

**PERMENANT SOURCES**

CLT Sale Price (based on 25% housing ratio)	\$ 179,400.00	Affordable to a household of 4 at 70% AMI
Value/Affordability investment	\$ 43,749.00	City of Roseville - CDBG (reduce sale price to \$1)
Buyer DPA deferred loan	\$ 10,000.00	Ramsey Coutny - DPA deferred loan
Well Sealing - Cost share program	\$ 750.00	Ramsey Conservation District - Well sealing Cost Share Program
<b>Total Permenant Sources</b>	<b>\$ 233,899.00</b>	

**Estimated Project Budget**

<b>Project Address:</b>	1125 Sandhurst Drive. W Roseville, MN 55113
<b>Project Description:</b>	Sold as a CLT property - Renovation of 1951 built rambler w/ 1,338 finished sq. ft., 3 bedrms, 1 bath, 2 car attached garage
	3/1/2018

**USES****ACQUISITION COSTS**

Purchase Price	\$ 43,750.00	\$175k x 25% - Ramsey County Tax Forfeited Property
County Maintenance fees	\$ 2,000.00	\$1,000 + \$1,000 contingency
Closing Costs - Acquisition	\$ 2,000.00	
<b>Total Acquisition Costs</b>	<b>\$ 47,750.00</b>	

**CONSTRUCTION COSTS (HARD COSTS)**

Hard Construction Costs	\$ 110,000.00	Estimated Contract Amount
Contingency for well sealing (basement)	\$ 2,000.00	
Contingency if drain tile is needed	\$ 9,500.00	
Structural work- well room, under stoop	\$ 1,500.00	
Contingency (10%)	\$ 11,000.00	10% rehab; 5% new construction
<b>Total Construction Costs</b>	<b>\$ 134,000.00</b>	

**SOFT COSTS**

Design & Construction Manag. (4.5%)	\$ 6,030.00	Cap @ 6% of estimated hard costs
Radon/Abestos/Lead Tests	\$ 1,000.00	
Real Estate Commission Fee	* \$ 8,409.50	5.50%
Soil Tests	\$ -	
Survey/ Stakeout	\$ -	
Marketing (signage/flyers/info box)	\$ 150.00	
Construction financing (costs) 1% of LOC	\$ 1,875.00	
Construction financing-interest (5%)	\$ 6,250.00	Coulee Bank: 5% for 8 months- 75% LTV
NWHP- CDFI Equity interest	* \$ 500.00	
Seller's Closing Costs	* \$ 2,300.00	
CLT buyer legal fees	\$ 350.00	
Community Land Trust Fee	* \$ 1,000.00	
After Rehab Appraisal Fee	\$ 460.00	
Taxes/Assessments	\$ 3,500.00	
Holding Costs (maintenance, utilities)	\$ 2,000.00	
Property Insurance	\$ 4,550.00	
Other		specify:
Soft Costs (not including dev fee)	\$ 38,374.50	
Developer's Fee	* \$ 17,237.45	10% of Total Construction + Soft Costs, (Acquisition Costs not included)
<b>Total Soft Costs</b>	<b>\$ 55,611.95</b>	

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 237,361.95</b>	Total of Acquisition, Construction Costs, Soft Costs, and Developer Fee
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Estimated after rehab value	\$ 250,000.00
Estimated CLT-Sale Price	\$ 152,900.00

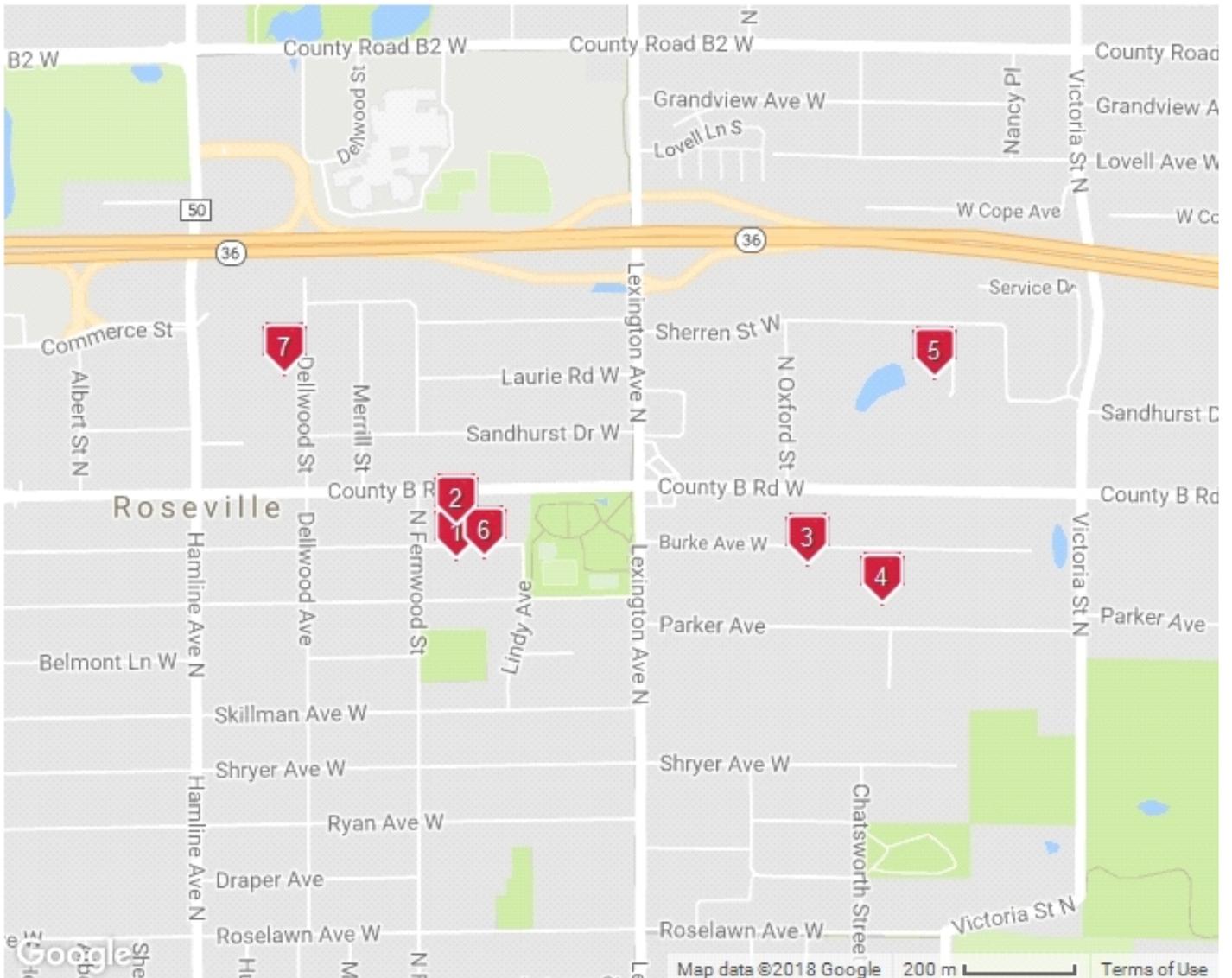
**TEMPORARY SOURCES**

Construction LOC	\$ 187,500.00	75% LTV- Coulee Bank
Developer Equity	\$ 19,744.55	
Payout at end buyer closing	* \$ 29,446.95	Hold until closing with buyer
<b>Total Temp Sources</b>	<b>\$ 236,691.50</b>	

**PERMENANT SOURCES**

CLT Sale Price (based on 26% housing ratio)	\$ 152,900.00	Affordable to a household of 4 at 60% AMI
Value/Affordability investment	\$ 43,711.95	City of Roseville - CDBG (reduce sale price to \$38.05)
Affordability investment - CLT	\$ 30,000.00	Ramsey County - CDBG/HOME application
Buyer DPA defered loan	\$ 10,000.00	Ramsey Coutny - DPA deffered loan
Well Sealing - Cost share program	\$ 750.00	Ramsy Conservation District - Well sealing Cost Share Program
<b>Total Permenant Sources</b>	<b>\$ 237,361.95</b>	

# Single Family Multi-Map



1200 Burke Ave W, Roseville, 55113



MLS#: 4883710  
 Status: Sold  
 Price: \$257,500  
 Bds/Bths: 3/3  
 Total FSF: 2,012

1008 Burke Ave W, Roseville, 55113



MLS#: 4856976  
 Status: Sold  
 Price: \$278,100  
 Bds/Bths: 4/2  
 Total FSF: 1,864

2219 Milton St N, Roseville, 55113



MLS#: 4860520  
 Status: Sold  
 Price: \$274,000  
 Bds/Bths: 3/2  
 Total FSF: 2,010

2225 Dellwood Ave, Roseville, 55113



MLS#: 4869453  
 Status: Sold  
 Price: \$278,900  
 Bds/Bths: 3/2  
 Total FSF: 1,701

1197 Burke Ave W, Roseville, 55113



MLS#: 4832143  
 Status: Sold  
 Price: \$245,000  
 Bds/Bths: 3/2  
 Total FSF: 2,034

969 Parker Ave, Roseville, 55113



MLS#: 4869699  
 Status: Sold  
 Price: \$275,000  
 Bds/Bths: 3/1  
 Total FSF: 1,844

1186 Burke Ave W, Roseville, 55113



MLS#: 4846368  
 Status: Sold  
 Price: \$259,000  
 Bds/Bths: 4/2  
 Total FSF: 2,264

**1200 Burke Avenue W, Roseville, MN 55113**

List #: **4883710** Status: **Sold** Map Page/Coord: **107/E1**  
 List Price: **\$250,000** Sold Price: **\$257,500**  
 Off Market Date: **10/23/2017** Date Closed: **11/20/2017**  
 County: **Ramsey** Style: **(SF) One Story**  
 Bedrooms: **3** Baths: **3** Garage: **1.0** Acres: **0.25** Total Fin SqFt: **2,012**  
 Fireplaces: **1** Year Built: **1952** Exterior: **Vinyl**  
 Directions: **HWY 36 to Lexington, S on Lexington to County Road B, W on**  
 Remarks: **Bright light flows through this entire space. New paint and flooring throughout! Ready for all seasons with a cozy fireplace in the living room. A new patio leads to a beautiful flat backyard. Charming french doors and built in cabinets in the dining room! Additional space next to kitchen can serve as eat-in kitchen or mudroom. Just a 1/2 block**

**1197 Burke Avenue W, Roseville, MN 55113**

List #: **4832143** Status: **Sold** Map Page/Coord: **93/E4**  
 List Price: **\$250,000** Sold Price: **\$245,000**  
 Off Market Date: **06/03/2017** Date Closed: **06/30/2017**  
 County: **Ramsey** Style: **(SF) One Story**  
 Bedrooms: **3** Baths: **2** Garage: **1.0** Acres: **0.23** Total Fin SqFt: **2,034**  
 Fireplaces: **1** Year Built: **1949** Exterior: **Wood**  
 Directions: **South of Hwy 36 on Lexington to County Rd B, west to Fernwo**  
 Remarks: **A beautiful one-story in Roseville, situated just minutes from the Twin Cities. Move-in ready, with lots of tasteful aesthetic updates. A finished lower level offers the perfect space to entertain or watch the big game. Cozy guest room and bathroom downstairs, too. Breezeway has been converted into a separate, formal dining area. A new fence**

**1008 Burke Avenue W, Roseville, MN 55113**

List #: **4856976** Status: **Sold** Map Page/Coord: **107/E1**  
 List Price: **\$264,900** Sold Price: **\$278,100**  
 Off Market Date: **08/02/2017** Date Closed: **08/17/2017**  
 County: **Ramsey** Style: **(SF) One 1/2 Stories**  
 Bedrooms: **4** Baths: **2** Garage: **1.0** Acres: **0.49** Total Fin SqFt: **1,864**  
 Fireplaces: **0** Year Built: **1930** Exterior: **Wood, Metal**  
 Directions: **Hwy 36 to Lexington Avenue N, SOUTH to Burke Avenue W, EA**  
 Remarks: **Gorgeous Fully Remodeled Roseville Home on an Excellent Private Lot Near Lexington Park. The Open Floor Plan and Gourmet Kitchen are an Entertainer's Dream. House is Ready for You to Move Right In! Features a Huge Master, Walk-In Closet, Beautiful Hardwood Flooring, NEW Stainless Steel Appliances, Granite Counters, Tiled**

**969 Parker Avenue, Roseville, MN 55113**

List #: **4869699** Status: **Sold** Map Page/Coord: **107/E1**  
 List Price: **\$269,900** Sold Price: **\$275,000**  
 Off Market Date: **09/07/2017** Date Closed: **09/27/2017**  
 County: **Ramsey** Style: **(SF) One Story**  
 Bedrooms: **3** Baths: **1** Garage: **2.0** Acres: **0.49** Total Fin SqFt: **1,844**  
 Fireplaces: **2** Year Built: **1974** Exterior: **Wood, Brick/Stone**  
 Directions: **County Road B to Victoria, South to Parker, West to home**  
 Remarks: **Great curb appeal, great location (across from expensive homes), .49 Acre lot with lots of privacy, Falcon Heights Elementary School, updated kitchen with new cabinets & HW flooring, walkout lower level, 2 fireplaces, large deck, great storage space and roughed in 2nd bathroom.**

**2219 Milton Street N, Roseville, MN 55113**

List #: **4860520** Status: **Sold** Map Page/Coord: **93/E4**  
 List Price: **\$269,900** Sold Price: **\$274,000**  
 Off Market Date: **08/12/2017** Date Closed: **10/06/2017**  
 County: **Ramsey** Style: **(SF) One Story**  
 Bedrooms: **3** Baths: **2** Garage: **2.0** Acres: **0.25** Total Fin SqFt: **2,010**  
 Fireplaces: **0** Year Built: **1956** Exterior: **Stucco**  
 Directions: **Victoria St N to Nancy Place (Sherren), west to Milton, south to**  
 Remarks: **SHARP! This home is simply amazing inside & out - crystal clean, well maintained & updated! Gorgeous rambler with open entry to spacious & bright living rm & formal dining, granite/tile/stainless kitchen, 2 modern tiled baths, new & refinished HWD floors on main, remodeled basement. Big beautiful bkyd fully fenced - backs up to**

**1186 Burke Avenue W, Roseville, MN 55113**

List #: **4846368** Status: **Sold** Map Page/Coord: **107/E1**  
 List Price: **\$270,000** Sold Price: **\$259,000**  
 Off Market Date: **07/21/2017** Date Closed: **09/29/2017**  
 County: **Ramsey** Style: **(SF) One Story**  
 Bedrooms: **4** Baths: **2** Garage: **1.0** Acres: **0.25** Total Fin SqFt: **2,264**  
 Fireplaces: **1** Year Built: **1949** Exterior: **Wood, Brick/Stone**  
 Directions: **Hwy 36 to Lexington - South to County Rd B - West to Fernwood**  
 Remarks: **Large family rambler just up the street from Lexington Park. Hard to find 4 bedrooms and a den all on the main floor, plus formal and informal dining rooms, living room with oak floors and fireplace. Gorgeous yard with trees and a pool. This home needs updating but could be the perfect spot for your family.**

**2225 Dellwood Avenue, Roseville, MN 55113**

List #: **4869453** Status: **Sold** Map Page/Coord: **93/D4**  
 List Price: **\$278,900** Sold Price: **\$278,900**  
 Off Market Date: **10/12/2017** Date Closed: **10/12/2017**  
 County: **Ramsey** Style: **(SF) One 1/2 Stories**  
 Bedrooms: **3** Baths: **2** Garage: **1.0** Acres: **0.32** Total Fin SqFt: **1,701**  
 Fireplaces: **0** Year Built: **1941** Exterior: **Metal**  
 Directions: **Hwy 36 South on Hamline, East on County Rd B, North on Dellw**  
 Remarks: **Gorgeous English cottage surrounded by beautiful gardens, updated kitchen, master suite upstairs, great floor plan. Incredible charm throughout the home. Room for another garage. 623 schools.**

**SEARCH CRITERIA:**

Status is one of 'Active', 'Temp Not Avail For Showing', 'Pending', 'Sold', 'Comp Sold'

Latitude, Longitude is around 45.01, -93.15

Style is in this list (click to view)

'(SF) One Story', '(SF) One 1/2 Stories', '(SF) Two Stories', '(SF) More Than Two Stories', '(SF) Modified Two Story', '(SF) Three Level Sp (Bi-Level)', '(SF) Four or More Level Split', '(SF) Other'

Closed Date is 1/1/2017+

For Sale or For Rent is 'For Sale'

### **Real Estate Development Experience**

Twin Cities Habitat for Humanity's mission is to eliminate poverty housing from the Twin Cities area and to make decent, affordable shelter for all people a matter of conscience. Incorporated in 1985, TCHFH builds, rehabs, and sells 45-55 homes each year. In 2017, TCHFH celebrated the sale of its 1,168<sup>th</sup> home. We provide affordable first-time homebuyer housing products to the Twin Cities Seven County Metropolitan area.

One of TCHFH's core strengths is its ability to carry out all development, construction, and marketing functions in-house through a vertically integrated production model. In doing so, TCHFH serves as the builder, the bank, and the bridge to affordable homeownership for low-income, working families earning 30-80% of AMI.

As the builder, TCHFH acquires the properties and then builds or rehabs the homes using a volunteer-based construction model, ultimately marketing them to eligible buyers. Habitat homebuyers work alongside volunteers from throughout the metro area, with homebuyers contributing 250 hours of sweat equity on their homes in lieu of a down payment. TCHFH hires subcontractors for reasons of professional licensure or specialized skills.

As the bank, TCHFH provides financing to homebuyers using Habitat's no-profit, no down payment first mortgages and deferred, forgivable second mortgages. TCHFH makes its homes affordable by setting its first mortgage such that monthly housing costs are no more than 30% of the homebuyer's monthly income. Any difference between that affordable first mortgage and appraised value is secured by a deferred, forgivable second mortgage.

As the bridge, TCHFH provides over 20 hours of homeownership counseling, including financial and budgeting education, mortgage education, and training on home maintenance.

One of Habitat's hallmarks is a commitment to the construction of healthy, green, and energy efficient homes. As an Energy Star partner and member of the U.S. Green Building Council, TCHFH is the largest builder of Energy Star homes in Minnesota. To date, Habitat has built 377 Energy Star homes, including 95 homes that have been certified under ENERGY STAR 3.0. An average TCHFH home has a HERS score of 45-55, substantially better than the score of 80 typical for homes built to code in Minnesota.

### **Marketing Strategy**

TCHFH homes are marketed to homebuyers already accepted into Habitat's homeownership program. As a result, Habitat's marketing efforts focus on attracting a pool of qualified program applicants. Marketing begins with distribution of materials to publicize the program followed by a homeownership exploration session, application to the program, eligibility determination, and then the marketing of homes to qualified buyers.

TCHFH provides program materials at the offices of local community organizations, community centers, churches, employment centers, housing counseling and referral agencies, and local housing authorities, among others. Specific marketing methods include brochures, leaflets, signs, personal contacts, as well the leverage of connections in local governmental offices and organizations to connect with potentially eligible clients. While Habitat works hard in its outreach efforts, word of mouth is still its greatest marketing tool. Currently more than 85% of TCHFH's homebuyers come from communities of color and many are immigrants. The word of mouth provided Habitat among these tightly knit

communities about the Habitat program remains strongest source of referrals year after year.

An applicant's first point of contact with TCHFH comes at homeownership exploration sessions where homebuyers learn how the program works and potential homebuyers are reviewed for income eligibility. If their self-reported income falls within program guidelines, they are given an application to complete. Applicants must then pass a credit check and provide income verification documentation. Once these steps are completed, applicants will enter financial coaching to get "underwriting ready." Upon completion of coaching, applicants receive a score based on willingness to partner, ability to pay, and need for housing. Applicants are then placed into a matching pool and receive letters listing properties which they are eligible to purchase based on their geographic preferences, household size, and ability to afford the housing costs associated with a given property. Applicants indicate which properties they might wish to purchase, and a third-party volunteer and staff committee matches specific projects to applicants that have expressed interest in those homes. The selected applicants are then given the opportunity to accept or decline a home that is offered to them. If applicants accept the offer, they then contribute 250 sweat equity hours and attend approximately 20 hours of homebuyer education classes and workshops. TCHFH is a HUD-certified counseling agency, and will be able to provide the required homeownership training that is part of Inspiring Communities.

On an annual basis TCHFH serves more than 1,000 households through its homeownership exploration sessions resulting in roughly 300 income-qualified applicants choosing to apply to TCHFH. Of those applicants, approximately 150-200 will ultimately complete the application process, submit qualified applications, and begin financial coaching. That pool of applicants then becomes the group to which homes are offered. TCHFH has a current capacity to build and sell 45-55 units a year. With an annual qualified application pool of 200 or more potential homebuyers, there is clearly market demand for the homes beyond what can be produced in a given year. TCHFH has found its homes in Saint Paul are among its most sought after units, in large part because of the proximity to existing jobs and because of the number of applicants that are already living in Saint Paul.

### **Development Team**

**President and Chief Executive Officer** - Sue Haigh has led TCHFH as its President since February 2005. She has served on the Minnesota Housing Partnership Board, the Minnesota Housing Commissioner's Resource Advisory Committee, Habitat for Humanity U.S. Council's Finance Committee, Park Bank Board, and the Macalester College Board of Trustees. Sue brings an extensive background in community service and leadership to TCHFH serving ten years as a Ramsey County Commissioner, twelve years as a chief deputy county attorney, and four years as Metropolitan Council Chair. Her past community service includes service on the boards of the Friends of the Saint Paul Public Library, St. Paul YWCA, Regions Hospital, Landmark Center, St. Paul Riverfront Corporation, Metropolitan Counties Light Rail Transit, Metropolitan Counties Solid Waste Management, Association of Minnesota Counties, and Minnesota County Attorney's Association. She has a BA in Political Science from Macalester College and a JD from William Mitchell College of Law.

**Chief Operating Officer** - Pam Wheelock has extensive leadership experience working in for-profit, nonprofit, and government settings. Before joining TCHFH in 2017, she was Vice President of University Services at the University of Minnesota. Pam also served as Interim President and CEO at Blue Cross Blue Shield of Minnesota, a Vice President at the Bush Foundation, and an Executive Vice President and CFO for Minnesota Sports and Entertainment, the Minnesota Wild's parent company. Pam was Commissioner of Finance for the State of Minnesota under Governor Jesse Ventura and before

that she served as Director of Planning and Economic Development for St. Paul. She is the board chair of the Minnesota Wild Foundation, a member of the Minnesota Philanthropic Partners Board of Directors, and a former Board Chair for St. Catherine University. Pam earned her bachelor's degree in history from St. Catherine University and a master's in applied economics from Marquette University in Milwaukee.

**Vice President of Resource Development & Communications** – Cathy Lawrence joined the TCHFH team in 2015. Cathy brings a wealth of experience in many fields including philanthropy, nonprofit leadership, advocacy, and low-income housing. She is a graduate of the University of Minnesota-Duluth and earned her law degree from William Mitchell College of Law. Cathy has experience serving on non-profit boards of directors and on the advisory council to the University of Minnesota Athletic Department. In her past, Cathy worked as Director of Development at Twin Cities RISE!. At TCHFH, Cathy oversees the Resource Development and Community Relations Division which includes marketing, communications, as well as donor and volunteer development

**Vice President, Finance and CFO**– Casey Scott has dedicated over 25 years to the nonprofit sector. Before coming to TCHFH, Casey worked for the YMCA of the Greater Twin Cities and Catholic Charities in various senior financial roles. Prior to his nonprofit experience, he worked at Land O' Lakes, Inc. In his current role, Casey oversees all aspects finance, accounting, and IT. He currently is active on three non-profits in board and committee roles and previously chaired leadership functions at his church. He is also active with the Nonprofit Financial Group and Financial Executives International. Casey earned his undergraduate degree in Accounting from the University of Minnesota and his MBA in nonprofit management from the University of St. Thomas.

**Vice President of Loan Fund and Mortgage Lending**– Robyn Bipes joined Habitat in 2016 from the Greater Minnesota Housing Fund (GMHF), where she had served for over nine years. She left GMHF as Director of Lending and Programs, and previously served for over six years as their Director of Development. She is a graduate of Lewis and Clark College and earned her Master of Public Policy degree from the University of Minnesota. She is active in the national CDFI field and has experience serving on non-profit boards of directors, currently serving as Vice President of the Board of Directors for the Minnesota Home Ownership Center.

**Vice President of Homebuilding** - Chad Bouley joined TCHFH in 2003 and has volunteered at the organization since 1996. Chad came to TCHFH with a Bachelor's Degree in Construction Management and 6 years as a project manager, then General Manager in the structural steel and precast panel industry. Chad oversees budgets and activity for project management and construction. Chad's project management staff are responsible for identifying and acquiring sites, designing, estimating, and bidding the projects, as well as the project management and volunteer scheduling work associated with them. Chad also oversees the more than 30 staff members that carry out TCHFH's construction functions, including the production and implementation of all construction policies and procedures. Chad is also responsible for project portfolio and long range planning.

**Director of Construction** – Doug Rudquist has been with TCHFH since 2000, working previously as a site supervisor, field supervisor, and field manager. Prior to his time at TCHFH, he spent 20 years in the construction industry as a carpenter and general contractor. Rudquist oversees the 21 field staff and eighteen AmeriCorps staff responsible for carrying out TCHFH's construction activities and managing TCHFH's construction volunteers on-site. Staff and field operations under his management include site supervisors, warranty repairs, panel assembly, and home finishing functions.

**Land Development Director** - Mike Nelson joined TCHFH in 2000, serving in the capacity of Site Supervisor and Land Development Project Manager. Prior to joining the staff at TCHFH, Mike served for three years in residential construction and also brings over twenty years of system engineering and project management experience in the information systems industry. Mike is responsible for locating and acquiring sites, planning, and budgeting property development. Mike received his degree in finance from the University of St. Thomas

**Post Sale Support:**

Full time warranty service technician.

Homeowner Maintenance Escrow. (\$50 per month)

First year support via Neighborhood Partner program.

Annual Home Owner Network Event (MN Science Museum).

Mortgage Foreclosure Counseling available to all TCHFH homebuyers.

Biannual TCHFH Home Owner Newsletter.

2 Home Ownership training classes offered in Year 1 post closing.

Yearly Computer / Home Electronics event.

# Project Budget: Total Development Costs

<b>Address:</b>	1125 Sandhurst Rd, Roseville
<b>Description:</b>	Single Family Rehab

## ACQUISITION COSTS

Purchase Price	\$	43,750.00
Closing Costs - Acquisition	\$	1,500.00
<b>Total Acquisition Costs</b>	<b>\$</b>	<b>45,250.00</b>

## CONSTRUCTION COSTS

Hard Construction Costs	\$	90,000.00
Contingency	\$	9,000.00
Inkind Labor and Material	\$	20,000.00
<b>Total Construction Costs</b>	<b>\$</b>	<b>119,000.00</b>

## SOFT COSTS

Design and Construction Management	\$	2,500.00
Legal Work	\$	1,000.00
Radon/Asbestos/Lead Tests	\$	2,000.00
Family Services(Marketing and Training)	\$	6,750.00
Soil Tests	\$	-
Survey	\$	-
Staging	\$	500.00
Seller's Closing Costs	\$	3,500.00
Appraisal Fee	\$	350.00
Holding Costs (maintenance, utilities)	\$	2,500.00
Property Insurance	\$	1,000.00
<b>Total Soft Costs</b>	<b>\$</b>	<b>20,100.00</b>
Developer's Fee	\$	13,910.00

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$</b>	<b>198,260.00</b>
<b>Estimated Sales Price</b>	<b>\$</b>	<b>225,000.00</b>

## Interim Sources

Owner Equity	\$	134,510.00
HRA Purchase Price	\$	43,750.00
Inkind Material and Labor	\$	20,000.00
Other Source	\$	-
<b>Total</b>	<b>\$</b>	<b>198,260.00</b>

## Permanent Financing

TCHFH 1st Mort	\$	180,000.00
TCHFH / HRA 2nd Mort	\$	45,000.00
<b>Total</b>	<b>\$</b>	<b>225,000.00</b>

Community **Action**

Jeanne Kelsey  
 Housing and Economic Development Manager  
 2660 Civic Center Drive  
 Roseville, MN 55113

Dear Jeanne Kelsey

Thank you for the opportunity to visit the property at 1125 Sandhurst Road West, Roseville, MN. This home is in a wonderful location in a well maintained neighborhood, near businesses and a mix of single family and multifamily properties. Community Action Partnership of Ramsey and Washington Counties is actively seeking a 1-3 unit property in suburban Ramsey County to develop into permanently affordable housing that meets the project criteria which includes public transportation availability, walk score for basic services, and available local employment opportunities. The property at 1125 Sandhurst would definitely be of interest as Community Action's next project.

In suburban Ramsey County, wage stagnation and lack of affordable housing in the communities that people work limit the economic development of the entire community. There is a growing demand in rental housing overall with new construction more likely to add housing at the mid to upper end of the rent spectrum. By expanding rental housing options to include single family homes for working families, we can help them afford to live where they work. Community Action was established in 1964 and has served as an anchor for large federally funded programs like Head Start and Energy Assistance (LIHEAP) for decades. It is our intention to permanently increase the number of affordable rental units by redeveloping aging housing supply to meet the needs of working families while still maintaining the integrity of existing structures by utilizing a scattered site model (vs. large multi-unit development.) Our Board of Directors is whole heartedly supportive of this work and in 2016, Community Action was awarded the designation as a Community Housing Development Organization (CHDO) by the Dakota County Housing Consortium (which includes the counties of Anoka, Dakota, Ramsey, and Washington) thereby the ability to access a smaller "set aside" portion of HUD HOME funding with an approved project plan.

**Developer team and experience:** Our first two-unit property in Washington County in the City of Forest Lake is ready for occupancy. The property acquisition, extensive rehabilitation along with required health and safety measures totals just over \$320K of combined HOME funding and the required 25% Community Action matching funds. Project Manager (Senior Program Officer with 18 years of project implementation experience) and fiscal staff have completed HUD's Building HOME webinar series, developed the necessary financial systems, as well as the hands on expertise to manage small housing projects such as this. Additionally, we partner with Greater Metropolitan Housing Corporation (GMHC) for Construction Consulting Services

Community Action  
 Partnership of Ramsey  
 & Washington Counties  
 450 Syndicate Street N  
 Saint Paul, MN 55104  
 Web Site: caprw.org  
 Tel: 651-645-6445

including evaluation and inspection of houses, scope of work preparation, facilitating bidding process, meet lead, asbestos and radon testing/abatement requirements, monitor the rehab process, facilitate municipal building inspections and sign offs and complete final work including clearing liens and funder compliance inspections.

- **Organizational Structure:** The current corporate organizational structure meets CHDO governance requirements and can support housing development activities; a subsidiary organization is not required. The organization currently has the ability to efficiently and effectively segregate revenues and expenditures by funding source.
- **Management Structure/Practices:** The organization currently operates within a financial and accounting policies & procedures manual that aligns with 2 CFR 200 (Office of Management and Budget Uniform Guidance) and is approved by its Board of Directors.
- **Board Capacity:** Community Action of Ramsey & Washington Counties has a unique Board structure with representatives from three different sectors of our community. Membership includes one-third from the public sector (local, county, and state government), one-third are from the community sector that represent the interests of Community Action's client community, and one third represent the private sector. This balance allows the board to make critical decisions directly informed by diverse experience and expertise.

**Project scope and timeline:** Once a scope of work is complete, Community Action would immediately pursue HUD HOME set aside funds from Ramsey County and the Dakota County Consortium. This process can precede the acquisition of the property since we are only required to identify the property for development in the proposal. The Scope of Work would include addressing all MN building code violations (fireplaces/electrical), bringing the property to HUD HOME development standards (including asbestos tile abatement, 10 new windows, restoring and/or replacing flooring) and some remodeling in the kitchen (including but not limited to new countertops, stovetop, microwave, refrigerator) and the lower level to accommodate a bathroom, family room and bedroom. At the time of acquisition, and following approval of HUD HOME funds, Community Action would initiate the Request for Bids process for rehab. (This timeline would be subject to entities' board timelines for approval.)

- The bid process and selection and construction contract ratification; 4-6 weeks.
- Rehabilitation; 8-12 weeks.
- Inspections, rework, sign offs; 1-2 weeks
- Outreach and Lease-up; 2-8 weeks

**Project Budget:** Funding sources identified for this project include \$65-\$85K in HUD (CHDO) HOME funds from Ramsey County and/or Dakota County Housing Consortium. Community Action will provide remaining funds from a combination of the Minnesota Community Action Grant, agency funds and/or line of credit. Based on the initial walk through of the property, the rehab costs will range from \$90-\$100K, Project Management, Consultant and professional/legal

fees \$15,000. Ongoing Property management, maintenance, taxes, financing costs will be covered by rental income.

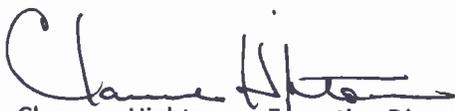
**Home use:** We intend to add this home to a very small portfolio of professionally managed and well maintained rental properties. Community Action's non-profit ownership and anti-poverty mission will ensure the continued income eligibility and rent limits required with CDBG and HOME funds.

**Process for finding income qualified renter:** Community Action utilizes a comprehensive marketing plan and serves thousands of income eligible renter households in our current programs and has partnerships with 270 other organizations. Community Action staff will reach out to potential applicants to screen for initial income eligibility. Potential tenants will then be directed to the management company for further application criteria screening prior to being offered a lease. Additional application criteria includes; minimum income guidelines, housing history, employment history, and criminal history.

**Support services to maintain property:** Community Action will create and maintain the necessary reserves to maintain each property. Additionally, there is an opportunity to leverage other Community Action assets with this project including, but not limited to: the time and talent of Energy Conservation/Weatherization carpenters and engineers, Energy Assistance bill payment assistance, and employment training and/or individual asset development, car ownership program and case management for individuals living in the home.

The scattered site approach upgrades existing housing stock and provides families with housing opportunities close to jobs and schools. It is anticipated that this project will be one of many single or small multi-family projects in Ramsey and Washington Counties. We look forward to your consideration of our request and the opportunity to submit a formal proposal for your review. We will be pleased to submit additional information at your request. Please do not hesitate to contact me at 651-603-5950 or Catherine Fair, Senior Program Officer at 651-999-5701.

Sincerely,



Clarence Hightower, Executive Director

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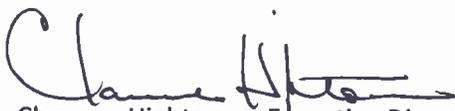
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Sincerely,



Clarence Hightower, Executive Director

**EXTRACT OF MINUTES OF MEETING  
OF THE  
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the Roseville Economic Development Authority, County of Ramsey, Minnesota, was duly called and held at the City Hall on Tuesday, the 17<sup>th</sup> day of April, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION No. XX**

**A Resolution Authorizing the Purchase of Property Located at 1125 Sandhurst Drive West and to work with \_\_\_\_\_ to rehabilitate into affordable housing**

WHEREAS, Ramsey County (the “Seller”) owns real estate located at 1125 Sandhurst Drive West in the City of Roseville (the “City”), legally described as Broadview Addition, the West 11.7 feet of Lot 2 and all of Lot 3, Block 1 (the “Property”); and

WHEREAS, the Roseville Economic Development Authority, a public body corporate and politic (the “EDA”) desires to purchase the Property from the Seller; and

WHEREAS, the EDA has followed applicable statutory provisions and finds that the purchase of the Property will fulfill the objectives, goals and mission of the EDA, and specifically that the EDA is acquiring the Property for Affordable Housing projects;

WHEREAS, the EDA will work with \_\_\_\_\_ to rehabilitate the home and maintain affordability for seven years from date of sale to such entity and

WHEREAS, the EDA has caused to be prepared an offer to acquire the Property for 25% of its assessed market value plus maintenance costs and recording fees, and if the offer is accepted by the Seller, the EDA shall cause to be prepared a purchase agreement (the “Agreement”) providing the terms of the conveyance of the Property from the Seller to the EDA.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Roseville Economic Development Authority as follows:

1. The recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

2. The offer to purchase the Property is hereby approved, subject to acceptance of the EDA's offer by the Seller and subject to approval of the Agreement.

3. The President and Executive Director are hereby authorized and directed to execute all appropriate documents necessary to submit the offer to the Seller and effectuate the transaction contemplated by this Resolution.

4. The President and Executive Director, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution, including, without limitation, submitting required documentation to the Seller and negotiating the Agreement for approval by the Board.

The motion for the adoption of the foregoing resolution was duly seconded by Member - \_\_\_\_\_, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

Certificate

I, the undersigned, being duly appointed Executive Director of the Roseville Economic Development Authority, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on February 12, 2018.

I further certify that Commissioner \_\_\_\_\_ introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner \_\_\_\_\_, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this \_\_\_\_ day of February, 2018.

\_\_\_\_\_  
Executive Director  
Roseville Economic Development  
Authority



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 4/17/2018  
Item No.: 5.b

Department Approval

Executive Director Approval

Item Description: Receive Overview of 2015 Hotel-Motel Study Previously Presented to Former Housing and Redevelopment Authority (HRA), and Provide Direction On Next Steps

**BACKGROUND**

The former Housing & Redevelopment Authority (HRA) received a report in 2015 entitled, A Safer Stay, which was intended to educate the HRA on how criminal activity, calls for service, and nuisance related issues can be mitigated at lodging establishments such as hotels and motels. A list of recommendations for the HRA ranged from enforcing repeat nuisance ordinances, to licensing lodging establishments. A copy of the report, A Safer Stay, can be found as Attachment A. The Fire Department and Police Department have provided the following updates on the issue since the presentation of the report, and their responses can be found below.

**Fire Department**

1. The Fire Department began conducting fire and life safety inspections on hotel/motel properties in July 2017. We have conducted inspections on many of the hotels over the past eight months and have some corrective action plans still pending.
2. We receive numerous complaints each month regarding conditions of some of the properties. We resolve any fire/life safety items and turn others over to Ramsey County Health. We met with Ramsey County Health and had discussions on health conditions, inspection status, and communicating complaints. We are working closely with County Heath on all complaints.
3. All information staff has seen on the hotel/motel licensing bills are that they are not progressing through the system and are more or less dead for this legislative session.

**Police Department**

1. Chief Rick Mathwig and Community Relations Coordinator Corey Yunke met with management and representatives from each of the 11 lodging establishments in Roseville in August and September 2017. A printout of the calls for service that occurred at each lodging establishment from January 1, 2017 through August 8, 2017 was given to each lodging establishment. Chief Mathwig and Mr. Yunke discussed the general public safety concerns associated with lodging establishments and offered assistance and information regarding how to obtain calls for service, police reports, and security (CPTED) surveys. Business practices that encourage and discourage crime and the Roseville Repeat Nuisance Ordinance were also discussed.

32 3 of the 11 lodging establishments have significantly higher calls for service and/or offenses of a higher  
33 concern (e.g. assaults, motor vehicle theft, narcotics, and prostitution).

34  
35 2. Chief Mathwig and Corey are planning a follow-up meeting with the lodging establishments in the  
36 spring to review calls for service and to meet new management at several sites.

37  
38 In 2015, Community Development/EDA, Roseville Police, and Ramsey County Attorney's Office met with  
39 Hamline University to discuss a project to identify potential solutions to address the public safety concerns  
40 at the hotels and motel in Roseville. The final report mirrored the potential solutions offered by Roseville  
41 Police at the initial meeting with the exception of an additional example ordinance from Tukwila,  
42 Washington.

43  
44 3. The Roseville Repeat Nuisance Code is not an effective tool to address most of the criminal behavior  
45 due to the transient nature of lodging establishment guests.

46  
47 4. Abatement through State Nuisance 617.81 requires significant evidence of the owner "knowingly"  
48 encouraging nuisance behavior. Roseville Police and Ramsey County Attorney's Office worked together  
49 in 2016 and part of 2017 to explore this option. Roseville Police determined this option to be extremely  
50 time-intensive with a low confidence of successful abatement.

51  
52 5. Roseville Police would like to explore Lodging Establishment Licensing, similar to that of Chula Vista,  
53 California. In the meantime, a concerted effort from all licensing agencies to include Ramsey County  
54 Health, Roseville Code Enforcement, and Roseville Fire, and Roseville Police to inspect and document all  
55 activity is encouraged in order to create a benchmark of acceptable calls for service and code violations.

56  
57 Representatives from the Police Department and Fire Department will be present at the meeting for any  
58 questions.

59  
60 **STAFF RECOMMENDATION.**

61 Receive update on Hotel-Motel report and provide direction on next steps.

62  
63 **REQUESTED EDA ACTION**

64 Receive update on Hotel-Motel report and provide direction on next steps.

65  
66  
67 Prepared by: Kari Collins, Community Development Director (651) 792-7071

68  
69 Attachments: A: A Safer Stay Report  
70 B: Hotel Data & Correspondence to Hotels  
71



# **A Safer Stay:**

## **Recommendations Report for City of Roseville & Problematic Hotels**

Prepared by:  
Jason Foutz  
Chanida Phaengdara Potter  
Lisa Passus  
Margaret Krueger  
Miiko Taylor  
Jessica Cole  
Hamline University  
June, 2015

# *Table of Contents*

- I. Issues Identified in Roseville
- II. Research & Data
- III. Case Studies
- IV. Proposed Recommendations
- V. Next Steps One-Pager
- VI. Tools & Resources One-Pager
- VII. Contact Information

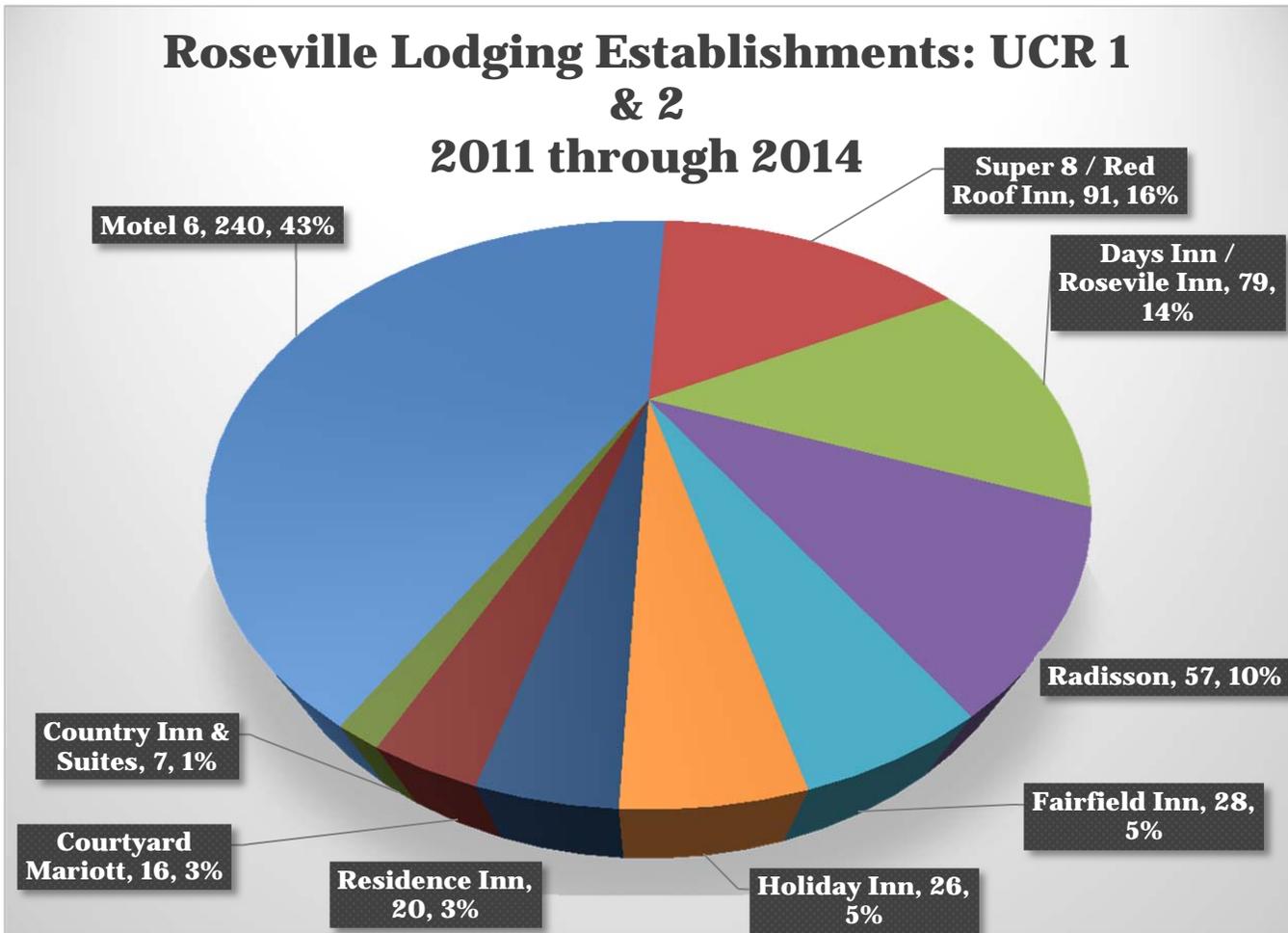
## *Issues Identified in Roseville*



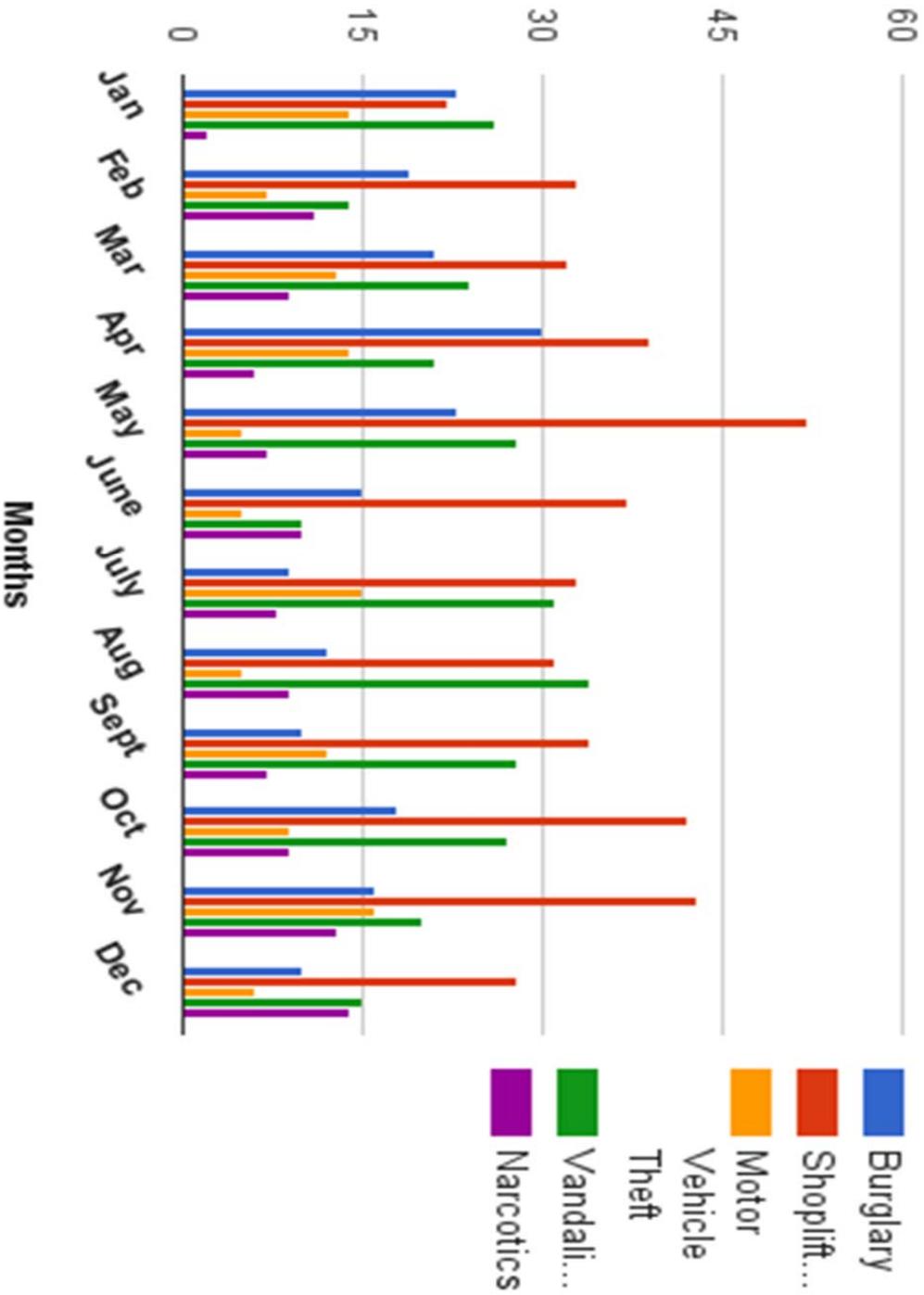
- *Conditions of the Hotels/Motels*
- *Amount of criminal activity*
- *City involvement*

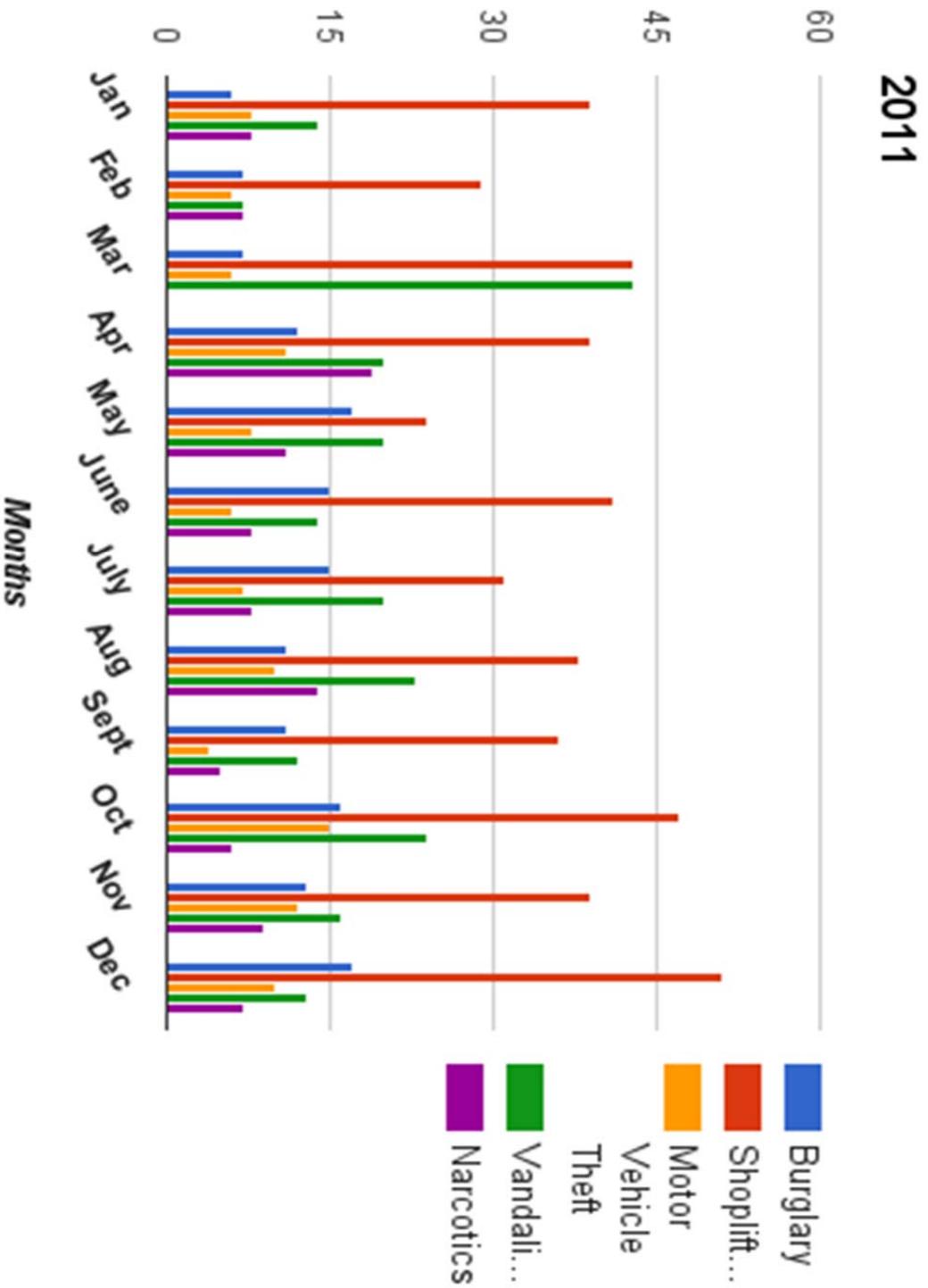
# Research & Data

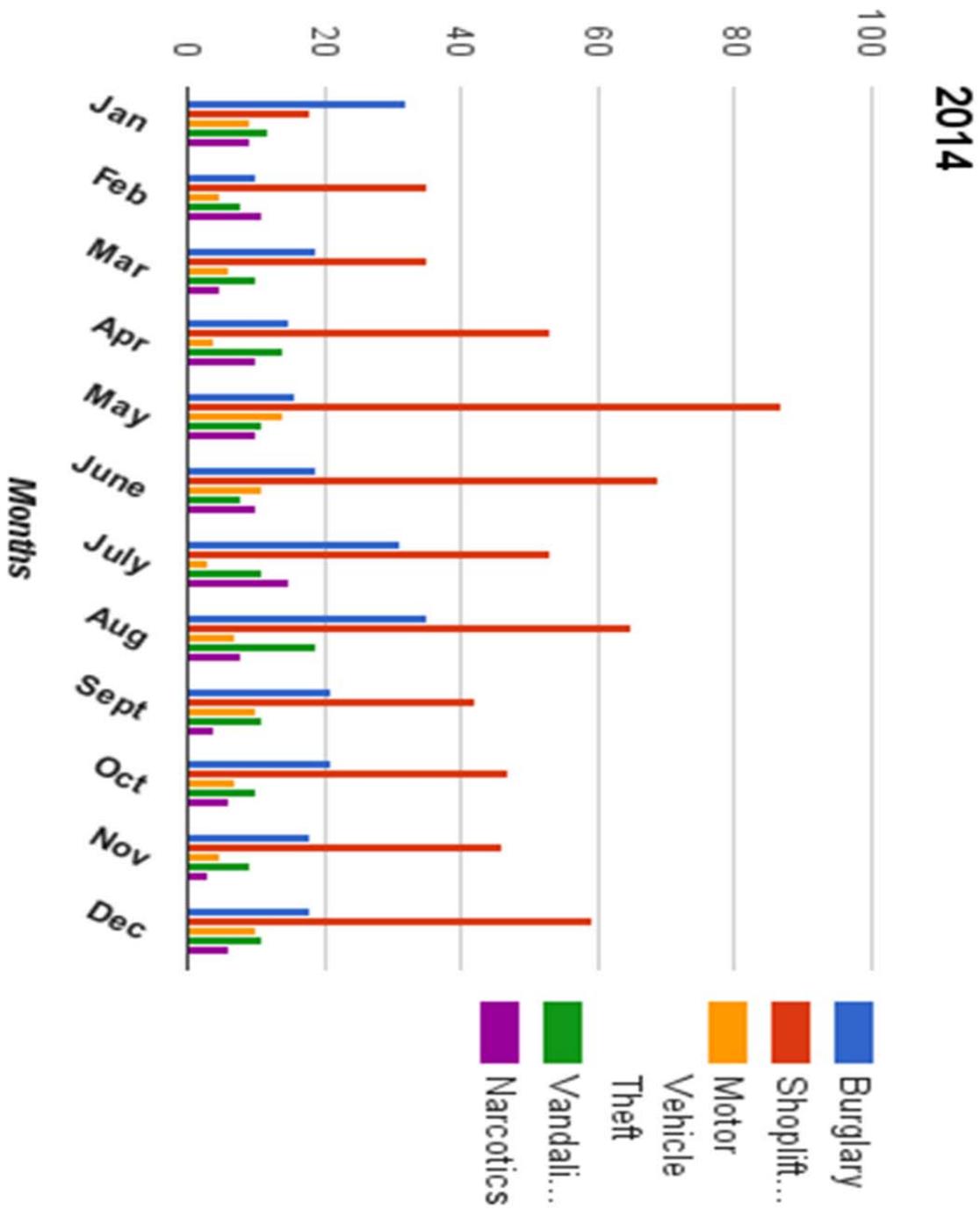
Distribution of Crimes by Hotels:

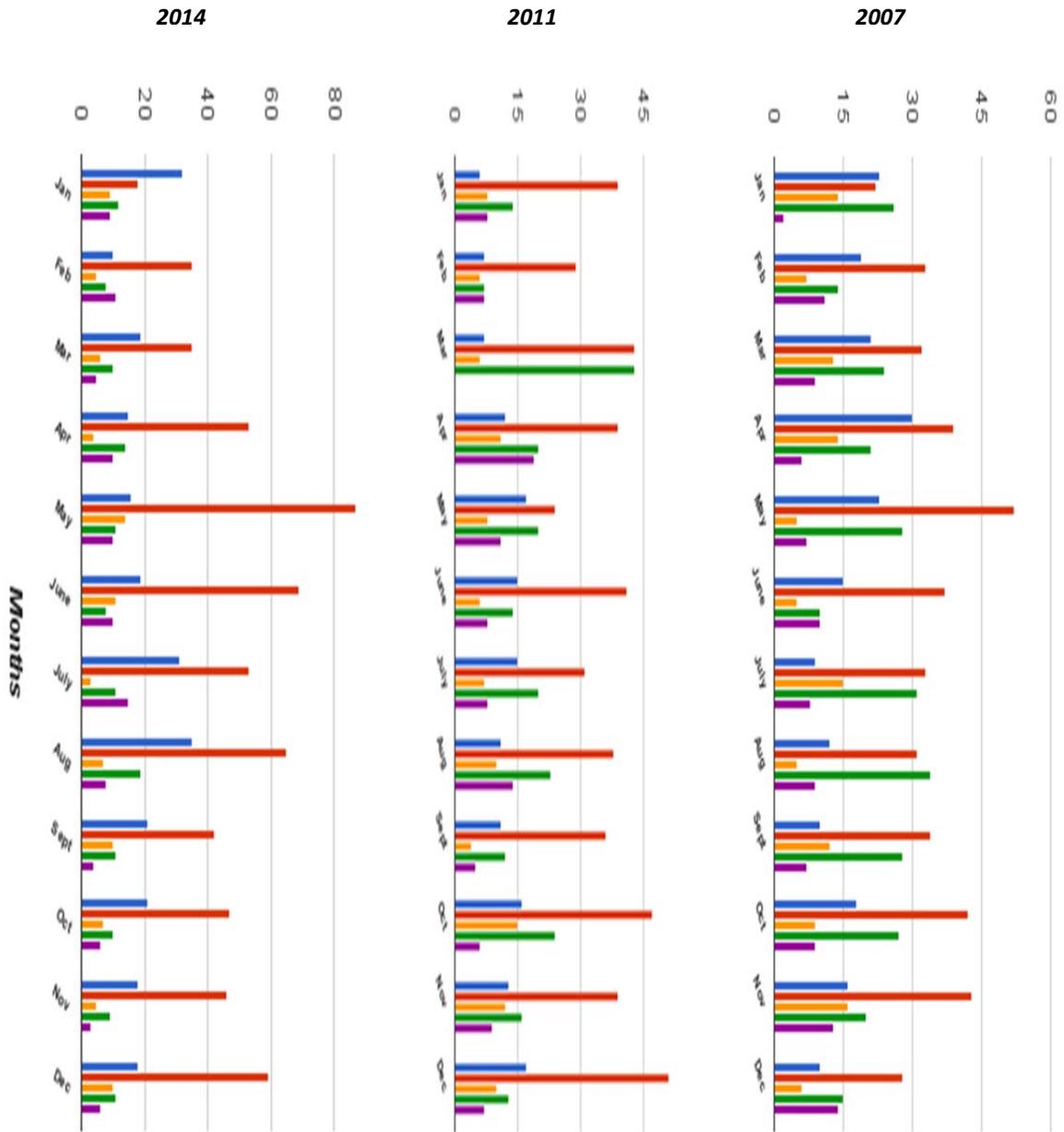


2007









## *Case Study: Chula Vista, California*



- A. Comparison: Chula Vista motels vs. Roseville hotels/motels
- B. Goal: to improve the quality and safety of Chula Vista's motels
- C. Summary
  - a. High rate of criminal activity at lower cost motels
  - b. Crimes ranged from violent crimes to welfare checks
  - c. Image of city was suffering due to a small number of lodging establishments
- D. Response
  - a. Implemented permit ordinance
    - i. reduction in: CFS, officer time at properties, crime and arrests
    - ii. improvement in: property and management practices, and safe and clean lodging units

(Source: [http://www.popcenter.org/conference/conferencepapers/2009/crime\\_disorder\\_motels.pdf](http://www.popcenter.org/conference/conferencepapers/2009/crime_disorder_motels.pdf))

### Herman Goldstein's Hierarchy of Ways to Shift Ownership

<i>Least cooperative/ Most difficult</i>	<i>Bringing a Civil Action</i>
	<i>Legislation Mandating Adoption of Prevention</i>
	<i>Charging a Fee for Police Service</i>
	<i>Withdrawing Police Service</i>
	<i>Public Shaming</i>
	<i>Creation of a New Organization to Assume Ownership</i>
	<i>Engaging Another Existing Organization</i>
	<i>Targeted Confrontational Requests</i>
	<i>Straightforward Informal Requests</i>
<i>Most cooperative/ Least difficult</i>	<i>Educational Programs</i>

## *Case Study: Disorder at Budget Motels*

- A. Disorder at Budget Motels
- B. Written in 2005 for U.S. Department of Justice
  - a. Identifies factors contributing to disorder at motels
    - i. Cost per room a major factor
    - ii. Motel Layout
    - iii. Motel personnel
    - iv. Motel Clientele
- C. Outlines a series of questions to address the issues at motels
  - a. 37 questions
  - b. Topics of questions range from how many calls to hotel management
    - i. Calls for Service and Crime incidents
    - ii. Motel Management Practices
    - iii. Property Condition and Layout
    - iv. Victims
    - v. Offenders
    - vi. Current Responses
- D. Suggestions and recommendations for each question

# *Recommendations*

- I. **Adopt a Hotel Licensing Ordinance**
  - a. **Hotel/Motel is required to have city license to operate**
  - b. **City can deny license based on number of calls to establishment**
  - c. **Collaboration between departments that deal with establishments**
  
- II. **Implementation**
  - a. **Require motels to have specific check-in policy**
  - b. **Require security standards**
    - i. **Peep holes**
    - ii. **Security chains**
    - iii. **Dead bolts**
  - c. **Post notices for outlining acceptable behavior and sanctions levied for noncompliance**
  - d. **Train hotel management how to identify potential criminal activity**
  
- III. **Enforcement**
  - a. **Inform stakeholder of issues on property**
    - i. **Manager**
    - ii. **Owner**
    - iii. **Banks or others with financial interest**
    - iv. **Hotel chain**
  - b. **Enforce Roseville’s Repeat Nuisance ordinance**
    - i. **After three calls to an establishment, the city can charge per call**
  - c. **Negotiate with establishment owners**
    - i. **Offer to forgive nuisance fees in exchange for compliance**
  - d. **Shut down property**
  
- IV. **Collaboration & Communications**
  - a. **Meet with owners annually**
  - b. **Obtain cooperation from owner/managers**
  - c. **Communicate on-site problems with stakeholders**
    - i. **Owner**
    - ii. **Manager**
    - iii. **Entities with financial interests**
    - iv. **Hotel Chain**
  
- V. **Hotel Owners & Management**
  - a. **Install and monitor security cameras**
  - b. **Improve visibility on property**
  - c. **Redesign and renovate**
  - d. **Evict problem “tenants”**
  - e. **Require manager on property at all times**

## *Next Steps Guide*

Below are a list of next steps our team recommends that the City of Roseville can immediately start with, in order to review more closely the initiatives, recommendations and process for implementation. The steps include long and short term solutions.

### **1. Enforce Roseville’s Ordinance Chapter 511 – Repeat Nuisance Service Call**

- a. 511.03 – “The City may impose a repeat nuisance service call fee upon the owner or occupant of private property if the City has rendered services or responded to the property on three or more occasions with a period of 365 days in response to or for the abatement of nuisance conduct.”
- b. Must notify owner in writing of the date of the previous nuisance calls; state that the owner may be subject to fees; state that City has right to seek legal remedies for the abatement of nuisance conduct; served on owner by certified mail to last known address.
- c. City may seek judgment for nonpayment of fees or assess the property.

### **2. Meet with all lodging establishment owners to discuss potential solutions**

- a. Inform owners of current statistics with crime at all establishment
- b. Inform owners of city’s intention to create ordinance
- c. Inform owners that hotels with high calls for service will be charged for calls
- d. Inform owners that if problems are not addressed, city will seek abatement or closure under MN Statute 617.81.

### **3. Create a Lodging Establishment Ordinance**

- a. Base actions in ordinance on calls for service
- b. For models that were effective
  - i. Tukwila, WA Chapter 5.60 – Safety in Overnight Lodging (Appendix A)
    1. Obtaining license based on Calls for Service
  - ii. Chula Vista, CA Chapter 5.39 – Hotels/Motels (Appendix B)

### **4. Seek abatement under MN Statute 617.81 (Appendix C)**

- a. If the owner allows acts constituting a nuisance to happen on property, city can seek injunction and abatement of the conduct.

### **5. Use steps 1 & 4 to shut down establishment**

- a. The combination of the last two steps can cause the establishment to shut down. If they refuse to pay the fees assess their property. The property tax bill the next year will be overwhelming.
- b. Use abatement to stop the activity. The order of abatement can close the facility for the period of one year.

### **6. Redevelopment of sites after closure**

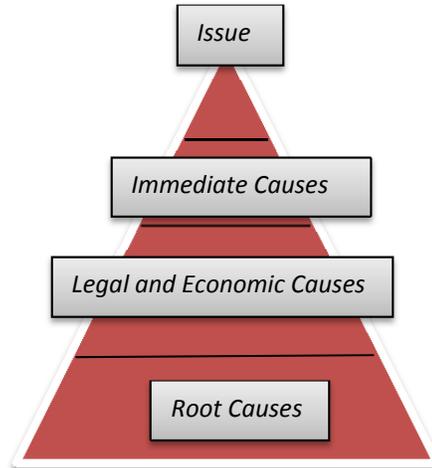
# Tools & Resources

A quick reference page of tools for use by cities, communities, businesses and other stakeholders to help map out a strategic approach to addressing issues that impact the community. This is only intended for the purposes of a general guide.

**THE PROBLEM PYRAMID**

**Steps to addressing issue**

1. Define goals
2. Identify issues
3. Analyze root causes
4. Map stakeholders
5. Evaluate capacity gaps
6. Create action plan
7. Evaluate and monitor



**Identifying Issues & Analyzing Causes**

<b>Issue:</b>			
<b>Goal:</b>			
<b>Causes</b>	<b>Actions</b>	<b>Persons Responsible</b>	<b>Allies</b>
Immediate Causes:	Short-Term:		
Underlying Causes:	Intermediate:		
Root Causes:	Long-Term:		

**Action Plan**

<b>Goals</b>	<b>Objectives</b>	<b>Outputs/Strategies</b>	<b>Activity</b>	<b>Persons Responsible</b>

# Appendix A

## TUKWILA MUNICIPAL CODE

**CHAPTER 5.60**  
**SAFETY IN OVERNIGHT LODGING**

**Sections:**

5.60.010	Definitions
5.60.020	License required
5.60.030	Licensing requirements
5.60.040	Semi-annual calls for police service less than or equal to .25 per room
5.60.050	Semi-annual calls for police service greater than .25 per room and less than or equal to 1.00 per room
5.60.060	Semi-annual calls for police service greater than 1.00 per room
5.60.070	Enforcement
5.60.080	Appeals
5.60.090	Remedies cumulative

**5.60.010 Definitions**

When used in this chapter and unless otherwise distinctly expressed, the following words and phrases shall have the meaning set out in this section:

1. "Hotel" means a building or portion thereof designed or used for the transient rental of five or more units for sleeping purposes. A central kitchen and dining room and accessory shops and services catering to the general public can be provided. Not included are institutions housing persons under legal restraint or requiring medical attention or care.

2. "Motel" includes tourist cabins, tourist court, motor lodge, auto court, cabin court, motor inn and similar lodgings. A motel is a building or buildings, detached or in connected units or designed as a single structure, the units of which are used as individual sleeping or dwelling units having their own private toilet facilities, and may or may not have their own kitchen facilities, and are designed primarily for the accommodation of transient automobile travelers. Accommodations for travel trailers are not included.

3. "Calls for service" includes any call the Tukwila Police Department receives from a hotel/ motel that must be responded to by a police officer. "Calls for service" shall not be counted when the Tukwila Police Department receives a call from a hotel/motel reporting an incident that did not directly occur at that hotel/motel.

4. "Police" means any authorized agent of the Tukwila Police Department or other law enforcement agency having jurisdiction.

5. "Police Department" means the Police Department of the City.

*(Ord. 1918 §2, 2000)*

**5.60.020 License required**

A. It is unlawful for any person, firm or corporation to conduct or operate a hotel or motel without first obtaining a business license pursuant to the provisions of this chapter.

B. All licenses issued pursuant to this chapter are non-transferable and valid for the calendar year in which issued unless otherwise revoked or suspended.

*(Ord. 1918 §3, 2000)*

**5.60.030 Licensing requirements**

A. It is unlawful for a person, firm, or corporation to conduct or operate a hotel or motel without having a license pursuant to RCW 70.62 and pursuant to the provisions of this chapter.

B. All hotels and motels may be issued a license under the provisions of this chapter. Based upon an individual hotel/motel's calls for service per room semi-annually, however, a hotel/motel must comply with additional requirements designed to deter crime in order to obtain or maintain its business license. The calls for service will be monitored from January 1 to June 30, and from July 1 to December 31, of each calendar year. Crime statistics for each hotel/motel will be kept on an annual basis from July 1 to June 30 of each calendar year. The time between June and December will allow hotels/motels time to comply with all the requirements of their group level necessary to receive a business license at year's end. The total number of calls for service from a given hotel/ motel for the accounting year will be divided by the total number of rooms in the hotel/motel, then divided by 2, to obtain the semi-annual number.

C. Each hotel/motel licensee will be notified of its semi-annual number of calls for service per room no later than July 31 of each calendar year. Any additional requirements placed on a hotel/motel under this chapter must be met or substantially in progress, as determined and verified by the Tukwila Police Department, before the next year's business license will be issued.

*(Ord. 1918 §4, 2000)*

**5.60.040 Semi-annual calls for police service less than or equal to .25 per room**

A. There are no additional requirements necessary to deter crime for hotels/motels whose semi-annual calls for service are less than or equal to .25 per room.

B. At the request of an establishment, the Tukwila Police Department will provide the hotel/motel with inspection services and advice concerning Crime Prevention Through Environmental Design Standards.

C. Hotels/Motels are encouraged to participate in a Tukwila Police Department-created and sponsored Hotel/Motel Manager's Network.

D. At the request of the hotel/motel, the Tukwila Police Department will provide training for the hotel/ motel staff, in cooperation with management, regarding the recognition of criminal or anti-social behavior.

E. At the request of the hotel/motel, the Tukwila Police Department will keep the hotel/motel management apprised of police activity that occurs on the property.

*(Ord. 1918 §5, 2000)*

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**TITLE 5 – BUSINESS LICENSES AND REGULATIONS**


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**5.60.050 Semi-annual calls for police service greater than .25 per room and less than or equal to 1.00 per room**

Hotels/Motels whose semi-annual calls for service per room are greater than .25 or less than or equal to 1.00 are required to meet the following additional conditions, designed to deter crime, to obtain a license to operate in the City of Tukwila:

1. Have a representative available on the premises at all times.
2. Install and operate a surveillance camera (with recorder) in the lobby for 24 hours per day, seven days per week.
3. Undergo a Tukwila Police Department crime prevention assessment of their property to be conducted by the Tukwila Police Crime Prevention Unit.

*(Ord. 1918 §6, 2000)*

**5.60.060 Semi-annual calls for police service greater than 1.00 per room**

Hotels/Motels whose semi-annual calls for service per room are greater than 1.00 are required to meet the following additional requirements, designed to deter crime, to obtain a license to operate in the City of Tukwila:

1. Conform to the requirements set forth in TMC 5.60.050.
2. Provide the Tukwila Police with the names and dates of birth of all owners, managers and employees to allow for background checks.
3. Hold semi-annual employee training sessions, assisted by the Tukwila Police Department.
4. Provide 24-hour front desk personnel.
5. All guests who stay more than thirty days must fill out an Application for Tenancy (provided by the Tukwila Police Department).
6. Install and operate video monitoring equipment in all parking lots, monitored and recorded at the front desk 24 hours per day, seven days per week.
7. Install lighting in all common areas (minimum maintained 1.5 foot-candles at ground level).
8. Issue parking passes to all vehicles to be allowed to park on the premises with each pass marked with the issue date and expiration date.
9. Maintain a daily key log. Each key that is found to be missing must have its corresponding lock re-keyed prior to the room being rented. Each master key that is found to be missing will require the establishment to re-key all corresponding locks.
10. Participate in the Tukwila Police Department "Criminal Trespass Program." Participation shall mean the facility shall be registered in the "Criminal Trespass Program."
11. Maintain the guestroom according to Uniform Health Code and Uniform Fire Code including tamper-resistant smoke detectors.

12. Report, repair/remove all graffiti and vandalism as quickly as possible.

13. Follow Crime Prevention Through Environmental Design (CPTED) standards for landscaping/plant maintenance. These standards will be provided by the Tukwila Police Department.

14. Enforce the following guest rules:

a. Rooms cannot be rented for less than a 6-hour period.

b. No room may be used for drunkenness, fighting or breaches of the peace. No room may be used if loud noises come from that room. Loud noises are those noises that disturb the tranquility of the neighborhood or those noises that would be disturbing to a reasonable person.

c. Alcohol may not be consumed in common areas except for designated banquet or reception rooms or areas.

15. Submit to scheduled semi-annual audits by the City of Tukwila Police Department to verify compliance with the above-referenced requirements.

*(Ord. 1918 §7, 2000)*

**5.60.070 Enforcement**

If the Chief of Police finds that any licensee has violated or failed to comply with any provisions of this chapter, he/she shall make a written record of such finding and shall specify therein the particulars; and will inform the Tukwila Finance Director. Upon recommendation of the Chief of Police, the Finance Director may revoke, suspend, or refuse to issue the City of Tukwila license for that business for a period not less than 90 days or not more than 1 year. This determination shall be made in consultation with the Police Chief and shall be based on the severity of the violation(s).

*(Ord. 2355 §38, 2011; Ord. 1918 §8, 2000)*

**5.60.080 Appeals**

A. Upon notice of non-issuance or revocation of a business license, the applicant or license holder may appeal by filing a notice of appeal, specifying the particular reason(s) upon which the appeal is based, with the City Clerk within ten days of and including the date of the notice of non-issuance or revocation. An untimely notice of appeal shall be rejected as such by the City Clerk, and no appeal hearing shall be scheduled.

B. Upon timely filing of a notice of appeal, the Clerk shall schedule a hearing on the appeal before a Hearing Examiner.

C. Within 14 business days, excluding holidays recognized by the City of Tukwila, from the date of the hearing on an appeal under this section, the Hearing Examiner shall issue a written decision, which shall set forth the reasons for the non-issuance or revocation of the license.



**TUKWILA MUNICIPAL CODE**

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D. A decision of the Hearing Examiner, or a decision of the Clerk to reject an appeal as untimely, shall be final, unless an application for a writ of review is filed with the King County Superior Court and properly served upon the City of Tukwila within 14 calendar days of and including the date of the Hearing Examiner's decision.

E. A timely notice of appeal shall stay the effect of any notice of non-issuance or denial pending hearing examiner review or judicial review.

*(Ord. 1918 §9, 2000)*

**5.60.090 Remedies cumulative**

The remedies provided for herein for failure to comply with this chapter shall be cumulative and in addition to any other remedy at law or equity.

*(Ord. 1918 §10, 2000)*

# Appendix B

**Chapter 5.39****HOTELS/MOTELS****Sections:**

- 5.39.020 Severability.
- 5.39.030 Definitions.
- 5.39.040 Permit to operate – Application deadline and fee.
- 5.39.050 Permit to operate – Application required – Contents.
- 5.39.060 Permit to operate – Grounds for denial.
- 5.39.070 Permit to operate – Denial – Appeal hearing.
- 5.39.080 Permit to operate – Display.
- 5.39.090 Permit to operate – Nontransferability.
- 5.39.100 Permit to operate – Report of changes to the application.
- 5.39.110 Permit to operate – Revocation.
- 5.39.120 Notice of hearing.
- 5.39.130 Notice of revocation of permit to operate.
- 5.39.140 Notice of revocation of permit to operate – Removal or tampering with posted notice.
- 5.39.150 Permit to operate – Surrender following revocation.
- 5.39.160 Permit to operate – Reissue after revocation.
- 5.39.170 Violation – Penalty.

**5.39.020 Severability.**

It is declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter. (Ord. 3041 § 2, 2006).

**5.39.030 Definitions.**

For the purpose of this chapter, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. "Calls for service" includes but is not limited to any and all calls to emergency services, (police, fire, medical) that result in a representative being dispatched or directed to the hotel/motel. This shall include any calls for service within the

5.39.040

surrounding neighborhood that, through information or investigation, can be traced to the hotel/motel staff and/or registered guest(s) and/or visitor(s). Calls for service includes any self initiated activity and/or investigation based on the observation(s) of an emergency services representative.

B. "Drug-related arrests" include, but are not limited to, those that involve the manufacture, cultivation, importation into the State, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

C. "Guest" shall mean any person that occupies a guestroom.

D. "Guestroom" shall mean a sleeping room in a hotel/motel designed and intended to be used as lodging as documented by the City Building Official or his designee.

E. "Guestroom minimum requirements" shall mean those requirements as set forth in Chapter 15.20 CVMC.

F. "Hotel/motel" means any building or group of buildings or facility, containing six or more guestrooms, which is occupied or intended or designed for occupancy by guests for lodging or sleeping purposes and is held out as such to the public. "Hotel/motel" does not mean any hospital, convalescent home or sanitarium.

G. "Hotel/motel operation" means the occupancy of any guestroom or use of any hotel/motel facility regardless of compensation or remuneration.

H. "Kitchen" shall mean a discrete area completely separate from the bathroom and toilet room, containing a sink, refrigerator, and cooking appliance.

I. "Manager" means any person who, in connection with the activities of a hotel/motel, manages the business's operations, including but not limited to the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security. The term shall also include resident manager and assistant manager.

J. "Operator" means any person who is the proprietor of any hotel/motel, whether in the capacity of owner, lessee, receiver, sublessee, franchisee, mortgagee in possession, manager or agent of any of the aforementioned, who offers and accepts payment for rooms, guestrooms, sleeping accommodations, or board and lodging, and retains the right of access to, and control of, the dwelling unit.

K. "Owner" shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the San Diego County Assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon.

L. "Person" shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

M. "Prostitution-related arrests" include, but are not limited to, those that involve prostitution or prostitution-related crimes such as pimping or pandering, in violation of Section 647(b), 315, 316, 653.22, and 653.23 of the California Penal Code.

N. "Toilet room" means a room that can be made private by locking a door that contains a toilet and shall comply in all ways with the California Building Codes in effect upon its construction. Toilet rooms may also contain lavatories, bathtubs or showers. (Ord. 3041 § 2, 2006).

#### **5.39.040 Permit to operate – Application deadline and fee.**

The annual permit to operate shall be applied for to the City Manager, or his designee, on a yearly basis by the operator of each hotel/motel. The deadline for submitting the application shall be November 1st, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Chula Vista. The application shall be submitted with a processing fee, as identified in the City's master fee schedule. The permit shall be issued or denied within 60 days. The first operating permit will be required as of January 1, 2008, and on a yearly basis thereafter.

In the event that a new hotel/motel operator applies for a permit during the year prior to November 1st, the permit will be issued or denied within 60 days. Any subsequent permit may be applied for on November 1st of the following year and issued or denied within 60 days. (Ord. 3041 § 2, 2006).

#### **5.39.050 Permit to operate – Application required – Contents.**

All persons applying to the City Manager, or his designee, for a permit to operate a hotel/motel shall file with the City Chief of Police, or his designee, a sworn application with processing fee therefor on forms provided by the City and containing information as follows:

A. Business license in accordance with Chapter 5.13 CVMC, Rental Businesses.

B. The name of the applicant and trade name, if any, of the business; the name of the corporation and the name and address of its agent for service.

C. The business name, address, and phone number of the hotel/motel, and the emergency contact phone information for the hotel/motel.

D. The number of toilets in the hotel/motel.

E. The number of kitchens in the hotel/motel.

F. Proof of liability insurance, if applicable, including the carrier, policy number, agent's name, address and phone number or a statement of self-insurance.

G. Biennial inspection report (every other year, beginning in 2012), on the form(s) provided by the City, by an environmental health specialist registered with the California Department of Health Services, certifying that the facility is in compliance with California public health requirements.

H. Transient occupancy tax bond if required by the City Finance Director. See Chapter 3.40 CVMC.

Any material misrepresentation in the application for the permit to operate a hotel/motel or a failure to provide the required information shall be grounds for denial. (Ord. 3215 § 1, 2011; Ord. 3041 § 2, 2006).

#### **5.39.060 Permit to operate – Grounds for denial.**

The permit to operate may be denied for any of the following reasons:

A. The applicant is unable to establish a degree of financial responsibility required by Chapter 3.40 CVMC, Transient Occupancy Tax, or has an outstanding debt to the City incurred under CVMC 3.40.090.

B. The hotel/motel property has an unabated notice of violation, in excess of 30 days, of the city municipal code that cites violations of the State of California housing law.

C. Such other relevant facts as the Chief of Police, or his designee, may discover or deem advisable or necessary in the course of the review of the application, such as:

1. Drug-related arrests;
2. Prostitution-related arrests;
3. Calls for service.

D. Noncompliance with federal, State, and City municipal codes. (Ord. 3041 § 2, 2006).

#### **5.39.070 Permit to operate – Denial – Appeal hearing.**

Whenever the City denies a permit to operate for a hotel/motel, as provided in this chapter, the owner or operator of said hotel/motel shall have a right to a hearing to appeal the denial in accordance with Chapter 1.40 CVMC. (Ord. 3041 § 2, 2006).

#### **5.39.080 Permit to operate – Display.**

The operator shall display the permit to operate in an open and conspicuous place on the premises. (Ord. 3041 § 2, 2006).

#### **5.39.090 Permit to operate – Nontransferability.**

Each permit to operate issued pursuant to CVMC 5.39.030 through 5.39.170 shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation.

When a change of operator occurs at an existing hotel/motel, the new operator shall apply for a permit to operate within 10 business days of opening of escrow. If the prior operator's permit to operate for the hotel/motel was denied or revoked, a provisional permit to operate may be issued with special conditions designated by the Chief of Police or his designee. (Ord. 3041 § 2, 2006).

#### **5.39.100 Permit to operate – Report of changes to the application.**

Whenever an owner sells or transfers title to, or assigns the lease of or subleases, a hotel/motel, then the owner shall notify the City Manager in writing within five business days of such transfer.

Every operator of a hotel/motel shall report any change in the information required by CVMC 5.39.030 through 5.39.170, including but not limited to any change in the manager(s) and operator(s) and/or owner(s) as defined in CVMC 5.39.030(I), (J) and (K) to the Chief of Police in writing within five business days after the change has occurred. A change in the information on the application is subject to review by the Chief of Police and may be grounds for suspension or revocation of the permit to operate. (Ord. 3041 § 2, 2006).

#### **5.39.110 Permit to operate – Revocation.**

The annual permit to operate shall be subject to revocation by the City Manager, or his designee, and/or Chief of Police, or his designee, upon good cause shown that the operation of the hotel/motel is

## 5.39.120

such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

- A. Noncompliance with federal, State, and City municipal codes;
- B. Drug-related arrests;
- C. Prostitution-related arrests;
- D. Calls for service;
- E. Any other conditions, problems, issues, concerns or facts that are deemed relevant.

In processing a revocation the Chief of Police, or his designee, shall prepare an investigation report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:

- 1. Frequency or occurrence of violation(s), arrest(s), or call(s) for service;
- 2. Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;
- 3. History of the violation(s), arrest(s), or call(s) for service;
- 4. Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;
- 5. Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;
- 6. The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community;
- 7. The financial impact to the City. (Ord. 3041 § 2, 2006).

**5.39.120 Notice of hearing.**

Upon good cause shown in the revocation investigation report issued by the Chief of Police, or his designee, the City Manager, or his designee, shall issue a notice of hearing for revocation of permit to operate in accordance with CVMC 1.40.030 and shall schedule a hearing before the Hearing Examiner in accordance with CVMC 1.40.020(B). (Ord. 3041 § 2, 2006).

**5.39.130 Notice of revocation of permit to operate.**

Upon confirmation and final decision issued by the Hearing Examiner, the Chief of Police or his designee shall, in addition to the requirements of CVMC 1.40.020(H), post a copy or copies of the notice of revocation of permit to operate at the hotel/motel. (Ord. 3041 § 2, 2006).

**5.39.140 Notice of revocation of permit to operate – Removal or tampering with posted notice.**

A posted notice of revocation of permit to operate may only be removed by an authorized City official. Any removal, covering, defacing, altering or tampering by unauthorized person(s) may be prosecuted as a misdemeanor. (Ord. 3041 § 2, 2006).

**5.39.150 Permit to operate – Surrender following revocation.**

Whenever a permit to operate has been revoked by the City, the operator of the hotel/motel for which such permit was issued shall surrender such permit to the City forthwith. The hotel/motel operation shall cease within 72 hours of the posting of the notice of revocation of permit to operate in accordance with CVMC 5.39.140. (Ord. 3041 § 2, 2006).

**5.39.160 Permit to operate – Reissue after revocation.**

A conditional permit to operate that is revoked shall not be reissued for a period of three years from the date of such revocation. (Ord. 3041 § 2, 2006).

**5.39.170 Violation – Penalty.**

It is unlawful to operate a hotel/motel without a valid permit to operate or to fail to comply with any of the requirements established by this chapter. Violations of this section shall be subject to enforcement by any and all remedies listed in CVMC Title 1, including a fine of up to \$1,000 and/or six months in the county jail. (Ord. 3041 § 2, 2006).

# Appendix C

**617.81 NUISANCE; ACTS CONSTITUTING; INJUNCTION; NOTICE.**

Subdivision 1. **Injunction.** In order to obtain a temporary injunction under section 617.82 or a permanent injunction or order of abatement under section 617.83, the provisions of sections 617.80 to 617.87 must be followed.

Subd. 2. **Acts constituting a nuisance.** (a) For purposes of sections 617.80 to 617.87, a public nuisance exists (1) upon proof of one or more separate behavioral incidents described in item (i), (v), (viii), or (ix), or (2) upon proof of two or more separate behavioral incidents described in item (ii), (iii), (iv), (vi), (vii), or (x), committed within the previous 12 months within the building:

(i) prostitution or prostitution-related activity committed within the building;

(ii) gambling or gambling-related activity committed within the building;

(iii) maintaining a public nuisance in violation of section 609.74, clause (1) or (3);

(iv) permitting a public nuisance in violation of section 609.745;

(v) unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances committed within the building;

(vi) unlicensed sales of alcoholic beverages committed within the building in violation of section 340A.401;

(vii) unlawful sales or gifts of alcoholic beverages by an unlicensed person committed within the building in violation of section 340A.503, subdivision 2, clause (1);

(viii) unlawful sales or gifts of alcoholic beverages committed within the building in violation of section 340A.401 or 340A.503, subdivision 2, clause (1), if multiple violations occur during the same behavioral incident when the building is not occupied by the owner or a tenant, lessee, or occupant;

(ix) unlawful use or possession of a dangerous weapon as defined in section 609.02, subdivision 6, committed within the building; or

(x) violation by a commercial enterprise of local or state business licensing regulations, ordinances, or statutes prohibiting the maintenance of a public nuisance as defined in section 609.74 or the control of a public nuisance as defined in section 609.745.

(b) If the building contains more than one rental unit, two or more behavioral incidents must consist of conduct:

(1) anywhere in the building by the same tenant, lessee, occupant, or persons acting in conjunction with or under the control of the same tenant, lessee, or occupant;

(2) by any persons within the same rental unit while occupied by the same tenant, lessee, or occupant, or within two or more rental units while occupied by the same tenant, lessee, or occupant; or

(3) by the owner of the building or persons acting in conjunction with or under the control of the owner.

(c) Proof of a nuisance exists if each of the elements of the conduct constituting the nuisance is established by clear and convincing evidence.

Subd. 2a. [Repealed, 1995 c 244 s 42]

Subd. 3. [Repealed, 1995 c 244 s 42]

Subd. 4. **Notice.** (a) If a prosecuting attorney has reason to believe that a nuisance is maintained or permitted in the jurisdiction the prosecuting attorney serves, and intends to seek abatement of the nuisance, the prosecuting attorney shall provide the written notice described in paragraph (b), by personal service or certified mail, return receipt requested, to all owners and interested parties known to the prosecuting attorney.

(b) The written notice must:

(1) state that a nuisance as defined in subdivision 2 is maintained or permitted in the building and must specify the kind or kinds of nuisance being maintained or permitted;

(2) summarize the evidence that a nuisance is maintained or permitted in the building, including the date or dates on which nuisance-related activity or activities are alleged to have occurred;

(3) inform the recipient that failure to abate the conduct constituting the nuisance or to otherwise resolve the matter with the prosecuting attorney within 30 days of service of the notice may result in the filing of a complaint for relief in district court that could, among other remedies, result in enjoining the use of the building for any purpose for one year or, in the case of a tenant, lessee, or occupant, could result in cancellation of the lease; and

(4) inform the owner of the options available under section 617.85.

**History:** 1987 c 283 s 2; 1989 c 112 s 1; 1991 c 193 s 6-8; 1995 c 244 s 31,32; 1996 c 322 s 1; 1997

c 100 s 1; 1997 c 122 s 1; 2005 c 136 art 7 s 17; 2008 c 218 s 1; 2009 c 123 s 17,18

*Contact Information*

Jason Foutz

[jfoutz01@hamline.edu](mailto:jfoutz01@hamline.edu)

Chanida Phaengdara Potter

[cpotter03@hamline.edu](mailto:cpotter03@hamline.edu)

Lisa Passus

[lpassus01@hamline.edu](mailto:lpassus01@hamline.edu)

	COUNTRY INN & SUITES	COURTYARD BY MARRIOTT	FAIRFIELD INN	HOLIDAY INN	MARRIOTT RESIDENCE INN	RADISSON	DAYS INN / KEY INN	SUPER 8 / RED ROOF / NORWOOD	MOTEL 6	Grand Total
Failure to Obey Lawful Order						1				1
Shoplifter								1		1
Homicide							1			1
Dangerous Condition								1		1
Search Warrant			1							1
Lockout					2					2
Financial Exploitation of Vulnerable Adult						1		1		2
Tow		1						1		2
Child Abuse				1				1		2
Code Enforcement							1	1		2
Predatory Offender Violations								2		2
Theft of License Plates					1			1		2
Runaway								2		2
Overdose - Death Investigation						2		1		3
Overdose - Medical			1		1			1		3
Abandoned Vehicle					2		1			3
Mistreatment of Vulnerable Adult			1				1	2		4
Flee Police - Motor Vehicle						2		2		4
Terroristic Threats						1	1	2		4
Obstructing							3	1		4
Auto Theft					1			3		4
Breach of Trust						1	2	1		4
Administrative Detail		2						2		4
Predatory Offender Registry							1	3		4
Flee Police on Foot				1		1		3		5
Possession of Stolen Property			1			1	2	1		5
False Info to Police					1	1	1	2		5
Alarm Sounding		3	2							5
Tamper with Vehicle					1		3	1		5
Shots Fired				2			1	2		5
Domestic Strangulation							3	3		6
Transport	1		3					2		6
Domestic							2	4		6
Lost Property		2	1	1			2	2		8
Death Investigation					1		4	3		8
Weapon				1		1	1	5		8
Drunk Driver				1	3	1	1	2		8
Criminal Sexual Conduct					2	1	4	3		10
Robbery			1		1		2	6		10
Missing Person				1	1	3	2	4		11
Juvenile Incidents			1				2	8		11
Parking Complaint	1	1			4	1	3	4		14
Burglary			1	1	3		3	7		15
Animal Complaint	1	1		2	1	1	2	8		16
Suicide in Progress		1				3	6	6		16
Harrasing or Threatening Phone		1		1	1	2	3	8		16
Vice Prostitution				1	1	1	4	10		17
Fraud or Forgery			2	1	1	6	2	7		19

	COUNTRY INN & SUITES	COURTYARD BY MARRIOTT	FAIRFIELD INN	HOLIDAY INN	MARRIOTT RESIDENCE INN	RADISSON	DAYS INN / KEY INN	SUPER 8 / RED ROOF / NORWOOD	MOTEL 6	Grand Total
Domestic Fam Relationship	1				1	1	1	5	11	20
Domestic Assault						1	2	6	11	20
Informational			1			2	1	7	9	20
Violation of an Order for Protection	1	1				1	3	5	11	22
Criminal Damage to Property	1	1	4	2	3	1		3	7	22
Recovered Stolen Vehicle							6	7	10	23
Detox					1		1	7	15	24
Recovered Property	1		1	1	1	3	4	6	7	24
Emotionally Disturbed Person					1	4	3	8	10	26
Fight		1				1	2	6	18	28
Accident	1	1	1	1		10	4	2	8	28
Trespassing	1		1			2		3	21	28
Assault				1		2	5	10	11	29
Motor Vehicle Theft		1		2		3	4	10	18	38
Assist Other Agency		2		1		3	4	12	19	41
Sick Cared For		1	1	1		3	8	10	18	42
Prostitution		5	1	10	5	2	2	5	13	43
Warrant Arrest						3	2	7	37	49
Civil Problem	1				1	1	9	16	22	50
Warrant	1						4	10	39	54
Drunk Person	1	1	1		1	9	1	10	31	55
911 Investigate	1	6	1	1		2	6	11	27	55
Disturbance/Noise Complaint			2	1		7	4	15	33	62
Investigate				1		6	20	11	24	62
Dispute Disagreement	3	1	1		2	10	7	18	39	81
Theft from Auto	4	5	14	12	2	22	5	14	4	82
Previous Case Follow-Up	1	1	1	5	1	3	17	19	38	86
Assist Fire Agency	18	9	15	4	16	3	3	1	17	86
Narcotics	1		4	1	1	33	9	15	24	88
Theft	3	3	1		4	14	9	26	46	106
Investigate 911 Hang up		6	1	3	3	2	15	14	72	116
Welfare Check	4			1	2	9	13	29	61	119
Suspicious Activity	3	4	10	8	8	16	22	38	79	188
Assist Citizen	3	4	5	2	5	10	23	41	100	193
Assist Medical Agency	4	7	5	9	19	29	48	60	116	297
Disorderly Conduct	9	2	5	12	8	34	32	57	244	403
<b>Grand Total</b>	<b>66</b>	<b>70</b>	<b>83</b>	<b>91</b>	<b>99</b>	<b>280</b>	<b>330</b>	<b>588</b>	<b>1400</b>	<b>3007</b>

January 1, 2014 - August 8, 2017

	<b>Total CFS</b>
COUNTRY INN & SUITES	66
COURTYARD BY MARRIOT	70
FAIRFIELD INN	83
HOLIDAY INN	91
MARRIOT RESIDENCE INN	99
RADISSON	280
DAYS INN / KEY INN	330
SUPER 8 / RED ROOF / NORWOOD	588
MOTEL 6	1400
<b>Grand Total</b>	<b>3007</b>

September 5, 2017

### Management of a Roseville Hotel/Motel

In 2010, the City of Roseville enacted a Repeat Nuisance Ordinance. The ordinance accompanies this letter. In summary, it includes quality of life crimes and code violations that negatively affect the surrounding neighborhood and excessively consume the services of city government. Residents of the property and the owner who violate the ordinance are warned when two violations related to your address occur within 365 days. The ordinance allows a \$250 fine to be assessed to the resident and owner of the property. The fines are increased when additional violations occur within 365 days.

Up until now, the Roseville Police Department did not have the staff to apply the Repeat Nuisance Ordinance to hotels and motels in Roseville. In September, we expect to begin applying the Repeat Nuisance Ordinance to occupants of rented rooms and to the owners for loud parties, illegal narcotics and other violations that can negatively affect the experience of those near the offending room.

After receiving a call for service related to a nuisance activity the officer(s) will ask the front desk person for the name(s) on the room registration and will inform the employee of the verified crime or ordinance violation. If an officer, or other designated city employee, verifies a second crime or ordinance violation from the same renter, within 365 days, the person and hotel will receive a warning letter, or fine, if applicable.

Hotel staff are reminded to abide by MN Statute 327.10, Lodging Establishment Operator, Duties when checking in guests.

Thank you for your help in keeping Roseville a safe city for everyone to enjoy.

Feel free to contact me with any questions or concerns.

---

Chief Rick Mathwig  
Roseville Police Department  
651-792-7203



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 04/17/2018

Item No.: 5.c

Department Approval

Executive Director Approval

Item Description: Authorize Update of Comprehensive Housing Needs Analysis

1 **BACKGROUND**

2 On January 16, 2018 the Roseville Economic Development Authority (REDA) reviewed the  
3 Comprehensive Plan Housing Chapter and suggested that the REDA update the 2013  
4 Comprehensive Multifamily Housing Needs Analysis Report to ensure fresh references within the  
5 comprehensive plan. The market study will determine the market potential for developing different  
6 types of owned and rented housing in the City of Roseville to 2040 based on an examination of  
7 demographic and employment growth trends and current housing market conditions. The report will  
8 recommend number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, for  
9 the housing types identified as needed in the short term (2019 to 2025) and long-term (2025 to 2035)  
10 would be provided.

11 Attachment A is the full proposal from Maxfield Research and Consulting who provided the last  
12 needs analysis. Staff requested a quote from Marquette Advisors who provided an estimate that was  
13 far greater in cost to complete a similar analysis.

14  
15 **STAFF RECOMMENDATION**

16 Authorize staff to work with Maxfield Research and Consulting to update the Comprehensive  
17 Housing Needs Analysis.

18 **REQUESTED REDA ACTION**

19 Authorize entering into contract with Maxfield Research and Consulting for \$15,000 to update the  
20 Comprehensive Housing Needs Analysis.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086  
Attachments: A: Proposal from Maxfield Research and Consulting  
B: REDA Professional service agreement

A Proposal To Update The  
Comprehensive Housing Needs Analysis For  
The City of Roseville, Minnesota

*Prepared for:*

Roseville Economic Development Authority  
Roseville, MN

March 2018



**Maxfield**

Research & Consulting

7575 Golden Valley Road

Suite 385

Golden Valley, MN 55427

612.338.0012

[www.maxfieldresearch.com](http://www.maxfieldresearch.com)



March 26, 2018

Ms. Jeanne Kelsey  
Housing and Economic Development Program Manager  
Roseville Economic Development Authority  
2660 Civic Center Drive  
Roseville, MN 55113

Dear Ms. Kelsey:

Thank you for contacting Maxfield Research and Consulting, LLC to provide a proposal to update the previous Comprehensive Housing Needs Analysis for Roseville, Minnesota. The analysis will examine demographic and economic factors, current housing market conditions and will determine market support for developing additional housing in Roseville. Recommendations will be provided for number of units/lots; unit mix and sizes; price/rents; housing features and amenities, etc.) for the housing types identified as being needed in the short- and long-term.

The work program for the update housing market analysis is outlined on the following pages. The total fee for staff time for the analysis would be \$15,000.00, including expenses for outside data purchases, telephone expenses, photocopying, etc. Costs are presented for each major component of the work program. Maxfield Research and Consulting, LLC would be able to deliver a draft report of the housing analysis in 90 days.

We welcome the opportunity to work with you again on this project. Please contact me at (612) 904-7977 if you have any questions regarding the proposed work program or if you need any other information. I can also be reached via email at [mbujold@maxfieldresearch.com](mailto:mbujold@maxfieldresearch.com).

Sincerely,

**MAXFIELD RESEARCH AND CONSULTING, LLC**

A handwritten signature in black ink that reads "Mary C. Bujold". The signature is written in a cursive style with a large, prominent initial "M".

Mary C. Bujold  
President

Attachment



March 26, 2018

Ms. Jeanne Kelsey  
Housing and Economic Development Program Manager  
Roseville Economic Development Authority  
2660 Civic Center Drive  
Roseville, MN 55113

### **PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES**

Maxfield Research and Consulting, LLC proposes to provide market research and consulting services to Roseville Economic Development Authority (REDA) (the "Client") to prepare an Update Comprehensive Housing Needs Analysis. The market study will determine the market potential for developing different types of owned and rented housing in the City of Roseville to 2040 based on an examination of demographic and employment growth trends and current housing market conditions. Recommendations (number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, etc.) for the housing types identified as needed in the short-term (2019 to 2025) and long-term (2025 to 2035) would be provided.

### **DESCRIPTION AND BIOGRAPHY OF FIRM**

Maxfield Research and Consulting, LLC has nearly 35 years of experience in assisting communities to determine market conditions for planning and development efforts, providing demographic estimates and projections and analyzing county and municipal commercial and residential real estate needs. Our thorough knowledge of market trends in the real estate industry allows us to support our clients with valuable information that affects planning and development. We are able to determine viable solutions to the issues that communities face. We are local, regional and national with work completed in over 40 states.

Maxfield Research and Consulting, LLC provides research and analysis in the areas of general market housing, student housing, senior housing, office, retail, hospitality, industrial, and financial institutions. Maxfield also has experience in organizing and conducting focus groups, preparing and administering on-line and mail surveys, holding public forums for large scale planning documents, and organizing and making presentations to city councils, planning commissions, and economic development authorities.

## METHODOLOGY

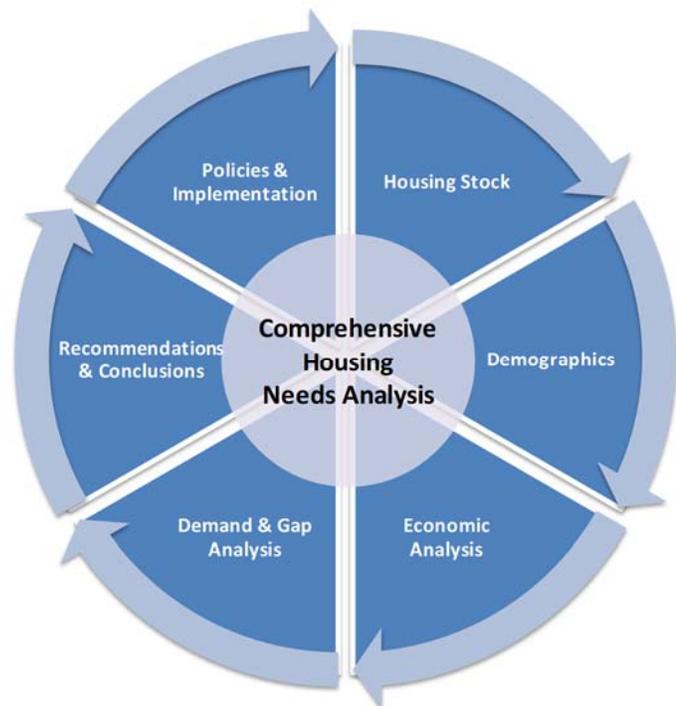
It is our understanding that the primary objective of this analysis is to provide the Roseville Economic Development Authority with a market-based analysis that will identify current and future housing needs in the City and help decision makers develop a greater understanding of the current housing market and opportunities that exist to capture housing demand in the City. Maxfield Research and Consulting, LLC will provide detailed recommendations and an action plan for housing development (both short-term and long-term) and recommend tools and policies that will assist implementation. Our findings will provide a basis for community leaders, stakeholders, and decision-makers to guide future efforts when addressing housing needs.

The hallmark of Maxfield Research and Consulting, LLC.'s approach to comprehensive housing studies is a thoughtful, in-depth combination of primary and secondary research. Primary research includes surveys of existing housing properties, one-on-one interviews with major employers, developers, builders, Realtors, property managers, city and government agency staff, and others familiar with housing issues and the local housing market. Secondary research includes data obtained from reliable published sources including the Census Bureau, ESRI (a national demographics firm), State demographic centers and economic development agencies, among others.

Secondary published data is always reviewed carefully in light of other local factors revealed through the primary research that may have an impact on the analysis. The result is a custom report that provides the Client with information that is timely and locally pertinent.

Our work approach will draw on our experience and expertise in conducting housing studies on behalf of public entities and private developers.

**Maxfield Research and Consulting, LLC routinely completes over 100 housing studies annually and is a market leader on housing research and consulting in the Upper Midwest.**



## RESEARCH STAFF



**Mary Bujold**, CRE, President, Maxfield Research and Consulting, LLC, will serve as the project manager for the analysis and will provide direction regarding the conclusions and recommendations. Ms. Bujold has over thirty-three years of experience in housing market research and is regarded as a market expert in the field of residential real estate. Ms. Bujold has been involved in numerous housing and commercial analyses for private developers and public agencies.



**Mr. Joe Hollman**, Senior Associate would assist Mr. Mullins on the project as a principal analyst. With 20 years of experience, Mr. Hollman would be responsible for completing a portion of the data gathering, preparing the conclusions and recommendations, and compiling the written report. Mr. Hollman was the lead analyst on several recent comprehensive research studies that focused on the demand for residential and commercial real estate, including comprehensive housing studies for the City of Austin, Minnesota, the City of Waverly, Iowa, and the City of Red Wing, Minnesota. Mr. Hollman is recently completed the Comprehensive Housing Needs Analysis for the City of River Falls, Wisconsin.



**Ms. Jessica Van Voorhis**, Associate, will provide data gathering services for this project. Ms. Van Voorhis joined Maxfield Research in 2016 and will be responsible for compiling demographic and employment data and gathering base market information. Ms. Van Voorhis has assisted on several comprehensive housing needs studies during her tenure with Maxfield Research and Consulting, LLC, including the communities of Worthington, Austin, Bloomington and Scott County. Ms. Van Voorhis is currently working on updating the Comprehensive Housing Needs Analysis for Worthington.

## **SCOPE AND COST OF SERVICES – Update Comprehensive Housing Needs Analysis**

### **A. Project Kickoff Meeting/Field Work**

1. Meet with representatives of the Roseville HRA and other stakeholders as needed to review project goals and objectives. Refine work program if required.

### **B. Review of Past Studies/Planning Documents**

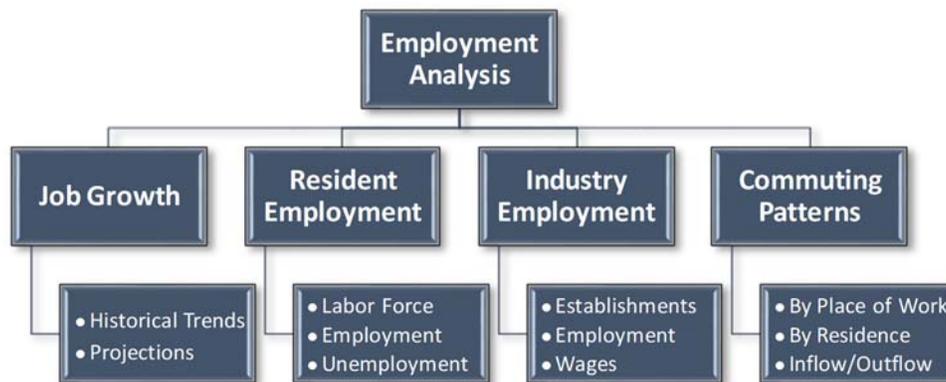
1. Obtain information on recent past housing studies/planning documents, ordinances, or other research reports/publications with information pertinent to the assignment. Review these documents and identify information from these documents that is important for this analysis; identify how current conditions have changed.
2. Summarize information obtained from previous documents and their impact on the current analysis; include conflicting information or document key issues and their relevance to the current project.

### **C. Demographic Analysis**

1. Review the previous housing draw area; identify if this draw area needs to be refined.
2. Examine population and household growth trends and projections to 2040.
3. Examine demographic information on:
  - a) Population age distribution
  - b) Persons per household (household size)
  - c) Household incomes by age of householder
  - d) Household incomes by tenure
  - e) Household net worth
  - f) Household tenure
  - g) Household tenure by age of householder
  - h) Household tenure by household size
  - i) Household type
  - j) Diversity/ethnicity/culture
4. Present information on mobility trends.
5. Summarize links between the demographic profile and housing demand.
6. Discuss the implications of the findings on housing demand in Roseville.

**D. Employment Trends**

1. Examine local data on resident employment (based on place of residence).
2. Examine local data on covered employment (based on location of jobs).
3. Provide data on jobs by industry sector.
4. Identify major employers.
5. Identify commuting patterns of area workers.
  - a) Place of residence vs. place of employment
  - b) Wages
  - c) Demographic characteristics
6. Project job growth to 2040. Analyze any business expansions/contractions and their effect on the local housing market.
7. Discuss the implications of the findings on housing demand.



**E. Housing Characteristics & Condition**

1. Compile statistics on the age of the housing stock in the Roseville Market Area.
2. Compile residential building permit data by type of housing to the most current available figures.
3. Analyze U.S. Census and American Community Survey (ACS) findings collected between 2010 and 2016 (or most current data available). Compile the following:
  - a) Renter-occupied units by contract rent
  - b) Owner-occupied housing units by value
  - c) Owner-occupied housing units by mortgage status
  - d) Housing units by structure and occupancy
  - e) Housing units by occupancy status and tenure
4. Review and update housing opportunity sites.
5. Discuss the implications of the findings on housing demand in Roseville.

**F. For-Sale Housing Market Analysis**

1. Collect data on housing resale values (single-family and multifamily); examine price distribution and average/median sale price of home resales in Roseville.
2. Analyze data on the inventory and list price of homes currently for sale.
3. Survey active and recently completed for-sale housing developments (single-family homes, townhomes, twinhomes, etc.) in the Roseville Market Area; analyze information on product types, lot sizes, home sizes, sale prices, buyer profile, and absorption (if available). For condominium or cooperative products (if any), provide data on building and unit amenities and common areas.
4. Identify pending for-sale housing developments and discuss the likely impact of these developments on the housing market for Roseville.
5. Interview real estate sales agents, developers, and builders to assess the overall strength of the for-sale housing market, buyer profiles, the impact of foreclosures/short sales on the housing market, desired housing types and price range, and unmet market niches.

**G. General Occupancy Rental Market Analysis**

1. Survey larger (24-units or more) general occupancy rental housing projects, including subsidized (deep subsidy/extremely low income), affordable (shallow subsidy/low income), workforce housing (80% to 120% of AMI) and market rate developments in Roseville. Map locations of the multifamily housing stock.
2. Analyze data collected from the rental survey on year built/remodeled, monthly rents, vacancies, rents per foot, unit types/sizes and features, common area amenities, and resident profiles.
3. Inventory pending (planned or under construction) rental developments in the Roseville Market Area and assess their potential impact on demand in Roseville.
4. Interview owners/managers of rental housing in the area to assess rental trends.

**H. Senior Housing Market Analysis**

1. Inventory existing senior housing developments in the Roseville Market Area, including subsidized (deep subsidy), affordable (shallow subsidy), and market rate developments. Projects will include rental and for-sale active adult, congregate (independent living with services available), assisted living, and memory care senior housing developments. In addition, collect information on skilled nursing facilities. Map locations of the senior housing stock.
2. Analyze data collected from the survey on year opened, number of units, vacancies, pricing, unit types and features, common-area amenities, services provided (if applicable).
3. Inventory pending senior developments in the Roseville Market Area and assess their potential impact on the market.
4. Interview senior housing managers/sponsors in the area to assess market trends and the potential need for additional senior housing.

**I. Housing Affordability**

1. Review and present income limits, maximum gross rents, and fair market rents by household size for the Roseville Market Area.
2. Based on income guidelines, present maximum rents based on household size and Area Median Income.
3. Based on the average rents by unit type from the *General Occupancy Rental Market Analysis Section*, present information on income-qualified renter households.
4. Based on the median home resale value from the *For-Sale Housing Market Analysis Section*, present information on income-qualified owner households.
5. Identify the number of cost burdened households (i.e. households paying more than 30% of their income on housing). Present cost burdened information for renters and owners.
6. Discuss housing voucher program and present information on the current situation regarding housing voucher wait lists.

**J. Conclusions and Recommendations**

1. Quantify demand for housing (subsidized, affordable, and market rate) for the Market Area as a whole and for Roseville to 2035 based on household growth projections, pent-up demand, turnover/mobility, and estimated replacement needs.
2. Identify potential target markets for new for-sale, rental, and senior housing.
3. Identify potential unmet market niches and discuss the primary deficiencies in the current market situation.
4. Prioritize housing needs.
5. Review housing opportunity sites and the types of housing that could be potentially developed on each of the Sites to satisfy identified demand.
6. Suggest development concepts that may be appropriate to meet housing demand identified by product type (rental, ownership, and senior); discuss price points for each and potential target markets.
7. Suggest appropriate development concepts in the short-term (developments needed by 2025) and long-term (2025 to 2035), including number of units, unit mix, sizes, sale prices or monthly rents, and in-unit features and common area amenities.
8. Review existing programs and resources that are currently available and their performance in reaching housing improvement and development goals).
9. Provide recommendations on other challenges and opportunities that relate to the housing stock and housing development in Roseville.

**K. Meetings and Client Contact**

1. One kick-off meeting with Client (in person or via conference call).
2. Review of the draft Update Analysis to address report findings.
3. One formal presentation (in person) to appropriate governing body.
4. Report Preparation.

**Cost for Comprehensive Housing Needs Analysis (Staff Time)**

**\$15,015.00**

**GIS MAPPING**

Maxfield Research and Consulting, LLC will present key data visually and spatially through GIS mapping. We will require assistance from the Client to obtain parcel level data. We will provide a data request outlining the mapping and data needs.

**COST OF SERVICES**

The work outlined under the Scope of Services will be performed for Fifteen Thousand Fifteen Dollars (\$15,015.00), including out-of-pocket expenses postage, long-distance telephone, data purchases and an electronic version of the draft and final reports. Work completed on the assignment would be billed to the Client monthly as costs are incurred.

Any additional research or meeting time requested by the Client beyond that set forth in the accompanying Scope of Services will be billed at our normal hourly rates for staff time (\$55 to \$150).

The following fee proposal provides a detailed summary of staff hours needed to complete this project. The fee proposal includes a breakdown of costs by project task and Maxfield Research and Consulting, LLC staff assigned to the project.

<b>FEE PROPOSAL</b>						
<b>UPDATE COMPREHENSIVE HOUSING NEEDS ANALYSIS FOR CITY OF ROSEVILLE, MINNESOTA</b>						
	<b>Maxfield Research and Consulting, LLC Staff</b>					
	<b>Mary Bujold</b>	<b>Joe Hollman</b>	<b>Jessica Van Voorhis</b>	<b>Anika Steele</b>	<b>Maxfield Research</b>	<b>Cost by Task</b>
<b>Project Task</b>	<i>President</i>	<i>Sr. Associate</i>	<i>Associate</i>	<i>Support</i>	Total	Total
<b>A. Project Kick-off</b>	2	0	0	0	2	<b>\$300</b>
<b>B. Review of Past Studies</b>	0	2	0	0	2	<b>\$250</b>
<b>C. Demographic Analysis</b>	1	6	10	0	17	<b>\$1,760</b>
<b>D. Employment Trends</b>	1	4	8	0	13	<b>\$1,330</b>
<b>E. Housing Characteristics and Condition</b>	0	0	12	0	12	<b>\$1,020</b>
<b>F. For-Sale Housing Market Analysis</b>	2	2	8	0	12	<b>\$1,230</b>
<b>G. General Occupancy Rental Analysis</b>	2	6	15	0	23	<b>\$2,325</b>
<b>H. Senior Housing Market Analysis</b>	2	6	11	0	19	<b>\$1,985</b>
<b>I. Housing Affordability</b>	1	4	6	0	11	<b>\$1,160</b>
<b>J. Conclusions and Recommendations</b>	8	6	4	0	18	<b>\$2,290</b>
<b>K. Meetings and Report Preparation</b>	5	2	3	2	12	<b>\$1,365</b>
<b>Total Hours</b>	<b>24</b>	<b>38</b>	<b>77</b>	<b>2</b>	<b>141</b>	
<b>(times) Hourly Rate</b>	\$150	\$125	\$85	\$55		
<b>Total Cost for Staff Time</b>	<b>\$3,600</b>	<b>\$4,800</b>	<b>\$6,505</b>	<b>\$110</b>	<b>\$15,015</b>	

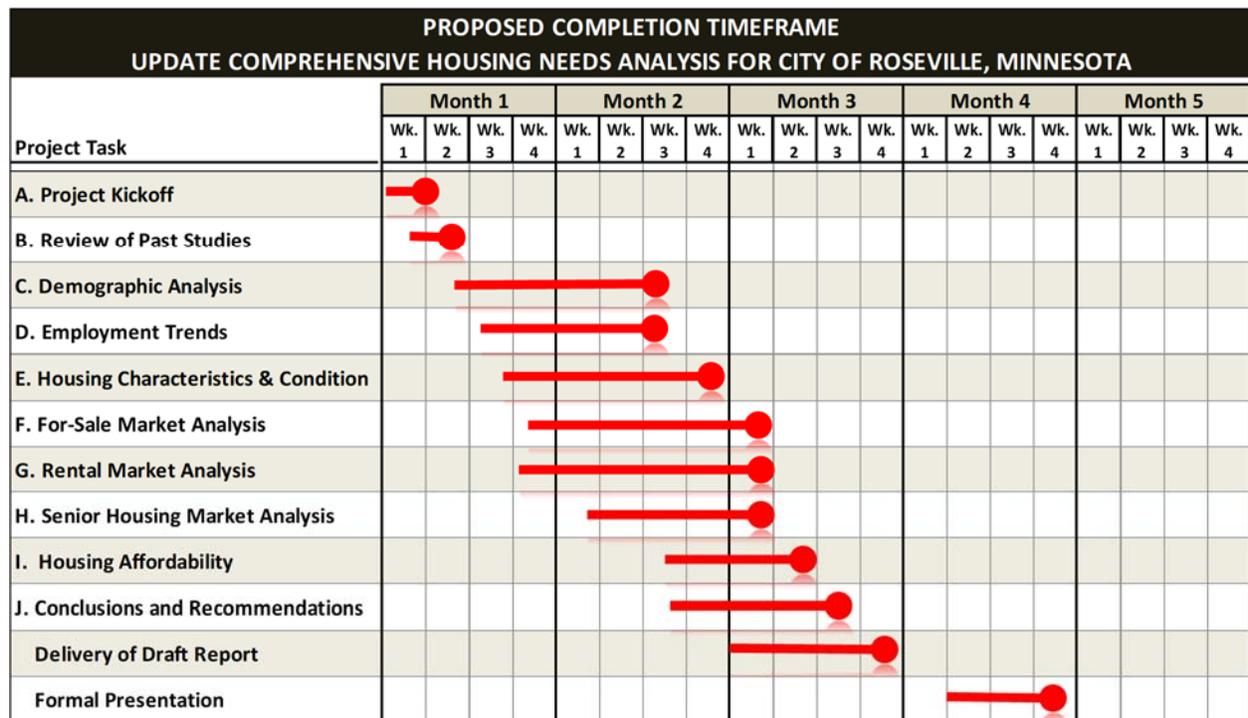
**WORK PRODUCT**

Findings will be presented in an electronic PDF format. The Comprehensive Housing Needs Analysis is accepted by many lenders, limited partners, investors or governmental bodies who require such documentation to satisfy their financing criteria.

**COMPLETION TIME**

The work outlined under the Scope of Services will be completed in draft form within 90 days of the execution of this agreement unless delayed by unexpected emergencies, forces beyond the control of the parties, or by written agreement of the parties.

A final report would be issued within two weeks of receiving all comments and feedback from the Client.



**PAYMENT**

All invoices are payable to Maxfield Research and Consulting, LLC within fifteen (15) days of receipt of an invoice showing the work completed and the direct costs for expenses. A finance charge of one and one-half percent (1.5%) per month will be added to the unpaid balance of

each invoice not paid within thirty (30) days. A final invoice is sent with the release of the draft report.

## **DISCLAIMER**

The objective of this research assignment is to gather and analyze as many market components as is reasonable within the time limits and projected staff hours set forth in this agreement. We assume no responsibility for matters legal in character. The property/land is assumed to be free and clear of any indebtedness, liens or encumbrances; and good and marketable title and competent management are assumed, unless otherwise stated.

If building plans or site plans are included in the report, they are to be considered only approximate and are submitted to assist the reader in visualizing the property. We assume no responsibility for the accuracy of any building or site plans. Certain information and statistics contained in the report, which are the basis for conclusions contained in the report, will be furnished by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy.

The conclusions in the report are based on our best judgments as market research consultants. Maxfield Research and Consulting, LLC disclaims any express or implied warranty of assurance of representation that the projections or conclusions will be realized as stated. The result of the proposed project may be achieved, but also may vary due to changing market conditions characteristic of the real estate industry, changes in facts that were the basis of conclusions in this report, or other unforeseen circumstances.

This agreement will be construed according to the laws of the State of Minnesota.

## **TERMINATION**

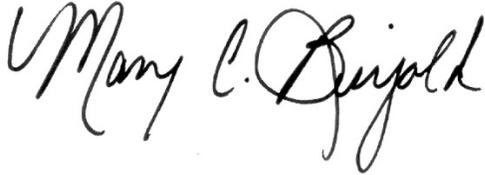
This agreement may be terminated upon written notification of either party to the other. In the event of termination, the Client will pay Maxfield Research and Consulting, LLC for staff hours performed at the firm's normal hourly rates, plus all expenses incurred through the date of termination. If this proposal meets with your approval, please sign and return one copy to the offices of Maxfield Research and Consulting, LLC.

The costs outlined in the Scope of Services shall remain in effect for a period of 90 days from the date listed at the top of this contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**MAXFIELD RESEARCH AND CONSULTING, LLC**

**ROSEVILLE ECONOMIC DEVELOPMENT  
AUTHORITY**



\_\_\_\_\_  
Mary C. Bujold  
President

\_\_\_\_\_  
(Signature of Authorized Signer)

By: \_\_\_\_\_  
(Print Name of Authorized Signer)

Its: \_\_\_\_\_  
(Print Title of Authorized Signer)

**SELECTED HOUSING STUDIES/REFERENCES**  
**Maxfield Research and Consulting, LLC**

---

- 1. Comprehensive Housing Needs Analysis for Steele County, Minnesota** **2017**  
Client: Owatonna HRA  
Contact: Nancy Bokelman, (507) 774-7318, [nancy.bokelman@ci.owatonna.mn.us](mailto:nancy.bokelman@ci.owatonna.mn.us)
- 2. Comprehensive Housing Needs Analysis for Winona, Minnesota** **2016**  
Client: City of Winona  
Contact: Lucy McMartin, (507) 457-8250, [LMcMartin@ci.winona.mn.us](mailto:LMcMartin@ci.winona.mn.us)
- 3. Comprehensive Housing Needs Analysis for Luverne, Minnesota** **2016**  
Client: City of Luverne EDA  
Contact: Holly Sammons, (507) 449-5033, [hsammons@cityofluverne.org](mailto:hsammons@cityofluverne.org)
- 4. Comprehensive Housing Market Study for Waseca, Minnesota** **2016**  
Client: City of Waseca  
Contact: Danny Lenz, (507) 835-9700, [dannyl@ci.waseca.mn.us](mailto:dannyl@ci.waseca.mn.us)
- 5. Comprehensive Housing Study for Marshall, Minnesota** **2015**  
Client: Marshall EDA  
Contact: Cal Brink, (507) 532-4484, [calb@marshall-mn.org](mailto:calb@marshall-mn.org)
- 6. Comprehensive Housing Needs Analysis for Sleepy Eye, Minnesota** **2014**  
Client: Sleepy Eye EDA  
Contact: Kurk Kramer, (507) 794-5636, [eda@sleepyeye-mn.com](mailto:eda@sleepyeye-mn.com)
- 7. Comprehensive Housing Study for Red Wing, Minnesota** **2014**  
Client: Red Wing Housing and Redevelopment Authority  
Contact: Randal Hemmerlin, (651) 388-0397, [Randal.hemmerlin@ci.red-wing.mn.us](mailto:Randal.hemmerlin@ci.red-wing.mn.us)
- 8. Comprehensive Multifamily Housing Study for Montrose, Minnesota** **2014**  
Client: City of Montrose  
Contact: Barb Swanson, (763) 575-7422, [bswanson@montrose-mn.com](mailto:bswanson@montrose-mn.com)
- 9. Comprehensive Housing Needs Assessment for Olmsted County, Minnesota** **2014**  
Client: Olmsted County Community Services, Mayo Clinic, and Rochester Area Foundation  
Contact: Paul Fleissner, (507) 328-6400, [fleissner.paul@co.olmsted.mn.us](mailto:fleissner.paul@co.olmsted.mn.us)
- 10. Comprehensive Housing Needs Analysis for Hutchinson, Minnesota** **2012**  
Client: City of Hutchinson and Hutchinson HRA  
Contact: Jean Ward, (320) 234-4451, [jward@ci.hutchinson.mn.us](mailto:jward@ci.hutchinson.mn.us)

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4 **Standard Agreement for Professional Services**  
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6

7 This Agreement (“Agreement”) is made on the 17<sup>th</sup> day of April, 2018, between the  
8 Roseville Economic Development Authority, a public body corporate and politic and political  
9 subdivision of the state of Minnesota (hereinafter “REDA”), and Maxfield Research and  
10 Consulting, a Limited Liability Company (hereinafter “Consultant”).  
11

12 **Preliminary Statement**  
13

14 REDA desires to hire the Consultant to render certain legal, technical, and/or professional  
15 assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set  
16 forth the terms and conditions for the performance of professional services by the Consultant.  
17

18 REDA and Consultant agree as follows:  
19

- 20 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services  
21 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set  
22 forth in Provision 3 below. The terms of this Agreement shall take precedence over and  
23 supersede any provisions and/or conditions in any proposal submitted by the Consultant.  
24
- 25 2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA  
26 Board of Commissioners and execution by the President and Executive Director, the date  
27 of signature by the parties notwithstanding, and continue through the earlier of November  
28 30, 2018, or the date of termination by either party upon 30-day written notice thereof as  
29 provided in paragraph 7 hereof.  
30
- 31 3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation  
32 described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days  
33 following receipt of a monthly invoice for services performed on an as-needed basis.  
34 Consultant will also charge for reasonable out-of-pocket expenses such as reproductions,  
35 delivery services, long-distance telephone charges, and similar, subject to the following:  
36
- 37 A. Any changes in the Work which may result in an increase to the compensation due  
38 the Consultant shall require prior written approval of REDA. REDA will not pay  
39 additional compensation for Work that does not have such prior written approval.  
40
- 41 B. Third party independent contractors and/or subcontractors may be retained by the  
42 Consultant when required by the complex or specialized nature of the Work, but only  
43 when authorized in writing by REDA. The Consultant shall be responsible for and  
44 shall pay all costs and expenses payable to such third party contractors unless  
45 otherwise agreed to by the parties in writing.  
46

- 47 4. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an  
48 itemized invoice for Work performed under this Agreement. Invoices submitted shall be  
49 paid in the same manner as other claims made to REDA. Invoices shall contain the  
50 following:  
51
- 52 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each  
53 employee, his or her name, job title, the number of hours worked, rate of pay for each  
54 employee, a computation of amounts due for each employee, and the total amount  
55 due for each project task. The Consultant shall verify all statements submitted for  
56 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For  
57 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an  
58 itemized listing and such documentation of such expenses as is reasonably required  
59 by REDA. Each invoice shall contain REDA's project number and a progress  
60 summary showing the original (or amended) amount of the Agreement, current  
61 billing, past payments and unexpended balance due under the Agreement.  
62
- 63 B. To receive any payment pursuant to this Agreement, the invoice must include the  
64 following statement dated and signed by the Consultant: "I declare under penalty of  
65 perjury that this account, claim, or demand is just and correct and that no part of it has  
66 been paid."  
67
- 68 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be  
69 in accordance with the normal standard of care in Ramsey County, Minnesota, for  
70 professional services of like kind.  
71
- 72 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,  
73 or prepared or assembled by the Consultant under this Agreement which REDA requests  
74 to be kept confidential shall not be made available by the Consultant to any individual or  
75 organization without REDA's prior written approval. The books, records, documents and  
76 accounting procedures and practices of the Consultant or other parties relevant to this  
77 Agreement are subject to examination by REDA and either the Legislative Auditor or the  
78 State Auditor for a period of six (6) years after the effective date of this Agreement. The  
79 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
80 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
81 and other information in the possession of the Consultant.  
82
- 83 7. **Termination.** This Agreement may be terminated at any time by either party, with or  
84 without cause, by delivering to the other party at the address of such party set forth in  
85 paragraph 22, a written notice at least thirty (30) days prior to the date of such  
86 termination. The date of termination shall be stated in the notice. Upon termination the  
87 Consultant shall be paid for services rendered (and reimbursable expenses incurred if  
88 required to be paid by REDA under this Agreement) by the Consultant through and until  
89 the date of termination so long as the Consultant is not in default under this Agreement.  
90 If however, REDA terminates the Agreement because the Consultant is in default of its  
91 obligations under this Agreement, no further payment shall be payable or due to the  
92 Consultant following the delivery of the termination notice, and REDA may, in addition

93 to any other rights or remedies it may have, retain another consultant to undertake or  
94 complete the Work to be performed hereunder.

95  
96 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an  
97 independent contractor and not an employee of REDA. No statement herein shall be  
98 construed so as to find the Consultant an employee of REDA.

99  
100 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
101 obligations hereunder, without the prior written consent of REDA.

102  
103 10. **Services Not Provided For.** No claim for services furnished by the Consultant not  
104 specifically provided for herein shall be paid by REDA.

105  
106 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
107 state and local laws, statutes, ordinances, rules and regulations in the performance of the  
108 Work. The Consultant and City, together with their respective agents and employees,  
109 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes  
110 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
111 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the  
112 Work to be performed shall constitute a material breach of this Agreement and entitle  
113 REDA to immediately terminate this Agreement.

114  
115 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
116 not affect, in any respect, the validity of the remainder of this Agreement.

117  
118 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their  
119 officials, agents, and employees from any loss, claim, liability, and expense (including  
120 reasonable attorney's fees and expenses of litigation) arising out of any action  
121 constituting malfeasance or gross negligence of the respective parties in the performance  
122 of the service of this Agreement.

123  
124 14. **Insurance.**

125  
126 a. During the term of this Agreement, the Consultant shall maintain, at a minimum,  
127 comprehensive general liability and professional liability insurance.  
128 Comprehensive general liability insurance shall have an aggregate limit of Two  
129 Million Dollars (\$2,000,000.00).

130  
131 b. Upon request by REDA, the Consultant shall provide a certificate or certificates  
132 of insurance relating to the insurance required. Such insurance secured by the  
133 Contractor shall be issued by insurance companies licensed in Minnesota. The  
134 insurance specified may be in a policy or policies of insurance, primary or excess.

135  
136 c. Such insurance shall be in force on the date of execution of this Agreement and  
137 shall remain continuously in force for the duration of the Agreement.

- 139 15. **Ownership of Documents.** All plans, diagrams, analysis, reports and information  
140 generated in connection with the performance of this Agreement (“Information”) shall  
141 become the property of REDA, but the Consultant may retain copies of such documents  
142 as records of the services provided. REDA may use the Information for any reasons it  
143 deems appropriate without being liable to the Consultant for such use. The Consultant  
144 shall not use or disclose the Information for purposes other than performing the Work  
145 contemplated by this Agreement without the prior consent of REDA.  
146
- 147 16. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or  
148 related to this Agreement or the relationships which result from this Agreement shall be  
149 subject to mediation as a condition precedent to initiating arbitration or legal or equitable  
150 actions by either party. Unless the parties agree otherwise, the mediation shall be in  
151 accordance with the Commercial Mediation Procedures of the American Arbitration  
152 Association then currently in effect. A request for mediation shall be filed in writing with  
153 the American Arbitration Association and the other party. No arbitration or legal or  
154 equitable action may be instituted for a period of 90 days from the filing of the request  
155 for mediation unless a longer period of time is provided by agreement of the parties.  
156 Cost of mediation shall be shared equally between the parties. Mediation shall be held in  
157 the City of Roseville unless another location is mutually agreed upon by the parties. The  
158 parties shall memorialize any agreement resulting from the mediation in a Mediated  
159 Settlement Agreement, which Agreement shall be enforceable as a settlement in any  
160 court having jurisdiction thereof.  
161
- 162 17. **Annual Review.** Prior to each anniversary of the date of this Agreement, REDA shall  
163 have the right to conduct a review of the performance of the Work performed by the  
164 Consultant under this Agreement. The Consultant agrees to cooperate in such review and  
165 to provide such information as REDA may reasonably request. Following each  
166 performance review the parties shall, if requested by REDA, meet and discuss the  
167 performance of the Consultant relative to the remaining Work to be performed by the  
168 Consultant under this Agreement.  
169
- 170 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of  
171 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The  
172 Consultant agrees to immediately inform, by written notice, the REDA Executive  
173 Director of possible contractual conflicts of interest in representing REDA, as well as  
174 property owners or developers, on the same project. Conflicts of interest may be grounds  
175 for termination of this Agreement.  
176
- 177 19. **Governing Law.** This Agreement shall be controlled by the laws of the State of  
178 Minnesota.  
179
- 180 20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which  
181 shall be considered an original.  
182

183 21. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
184 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
185 decision shall not affect the remaining provisions of this Agreement.

186  
187 22. **Notices.** All notices to be given hereunder shall be in writing and shall be deemed given  
188 on the earlier of receipt or three (3) business days after deposit in the United States mail,  
189 postage prepaid, addressed to:

190  
191                                   Roseville Economic Development Authority  
192                                   Attn: Executive Director  
193                                   2660 Civic Center Drive  
194                                   Roseville, MN 55113

195  
196                                   [Consultant]

197  
198 23. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of  
199 the parties is contained in this Agreement. All attachments referenced in this Agreement  
200 are attached to and incorporated into this Agreement, and are part hereof as though they  
201 were fully set forth in the body of this Agreement. This Agreement supersedes all prior  
202 oral agreements and negotiations between the parties relating to the subject matter hereof  
203 as well as any previous agreements presently in effect between the parties relating to the  
204 subject matter hereof. Any alterations, amendments, deletions, or waivers of the  
205 provisions of this Agreement shall be valid only when expressed in writing and duly  
206 signed by the parties, unless otherwise provided herein. The following agreements  
207 supplement and are a part of this Agreement:None,  
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209           IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
210 of the date set forth above.

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ROSEVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

(CONSULTANT)

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT A**

**Scope of Work**

Maxfield Research and Consulting, LLC proposes to provide market research and consulting services to Roseville Economic Development Authority (REDA) (the “Client”) to prepare an Update Comprehensive Housing Needs Analysis. The market study will determine the market potential for developing different types of owned and rented housing in the City of Roseville to 2040 based on an examination of demographic and employment growth trends and current housing market conditions. Recommendations (number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, etc.) for the housing types identified as needed in the short term (2019 to 2025) and long-term (2025 to 2035) would be provided.

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**EXHIBIT B**

**Compensation**

The total fee for staff time for the analysis would be \$15,000.00, including expenses for outside data purchases, telephone expenses, photocopying, etc. Costs are presented for each major component of the work program. Maxfield Research and Consulting, LLC would be able to deliver a draft report of the housing analysis in 90 days.



# REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 4/17/2018

Item No.: 5.d

Department Approval

Executive Director Approval

Item Description: Adopt a Resolution Authorizing Environmental Applications for the Redevelopment of 2785 Fairview Ave. N - McGough Headquarters

1 **BACKGROUND**

2 On January 16, 2018 the Roseville Economic Development Authority (REDA) authorized a preliminary  
3 agreement to solicit and apply for environmental remediation grants at 2785 Fairview Ave. N. Staff has met  
4 with the Metropolitan Council (Met Council) to discuss the project and grant application process. As part of  
5 the application, the REDA will need to adopt a Resolution of support to accompany grant application  
6 materials.

7 **BUDGET IMPLICATIONS**

8 There are no budget implications at this time for the REDA.  
9

10 **STAFF RECOMMENDATION**

11 Adopt a Resolution authorizing applications to the Met Council for environmental grants.  
12

13 **REQUESTED EDA ACTION**

14 Motion to Adopt a Resolution identifying the need for Tax Base Revitalization Account (TBRA) grant  
15 funding and authorizing application for grant funds.

16 Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

17 Attachments:  
18 A: Resolution for TBRA Met. Council environmental funding.  
19  
20

**EXTRACT OF MINUTES OF MEETING OF THE  
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

\* \* \* \* \*

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the “Board”) of the Roseville Economic Development Authority (the “Authority”) was duly held on the 17th day of April, 2018, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution No.**

**RESOLUTION IDENTIFYING THE NEED FOR TAX BASE REVITALIZATION  
ACCOUNT GRANT FUNDING AND AUTHORIZING APPLICATION FOR GRANT  
FUNDS**

WHEREAS the Roseville Economic Development Authority (the “Authority”) is eligible to apply for Tax Base Revitalization Account funds (the “TBRA Funds”) on behalf of cities participating in the Livable Communities Act’s Housing Incentives Program for 2018 as determined by the Metropolitan Council; and

WHEREAS only a limited amount of grant funding is available through the TBRA during each funding cycle, and the Metropolitan Council has determined that it is appropriate to allocate such funds only to eligible projects where the funds assist with environmental investigation and cleanup that meet TBRA priorities; and

WHEREAS the Authority acknowledges that grants funded through TBRA Funds are intended to fund environmental investigation and cleanup brownfield properties that increase tax base and jobs in the Twin Cities metropolitan area; and

WHEREAS the Authority has identified a clean-up project (the “Project”) within the City of Roseville (the “City”) that meets the Tax Base Revitalization account's purpose/s and criteria; and

WHEREAS the Authority has the institutional, managerial and financial capability to ensure adequate administration of the Project; and

WHEREAS the Authority will comply with all applicable laws and regulations as stated in the grant agreement governing the TBRA Funds in its administration of the Project; and

45 WHEREAS the Authority agrees to act as legal sponsor for the Project described in the  
46 TBRA Funds grant application submitted on May 1, 2018; and

47  
48 NOW THEREFORE BE IT RESOLVED THAT the Roseville Economic Development Authority  
49 authorizes and directs its Executive Director to submit an application for Metropolitan Council  
50 TBRA Funds for the components of the Project identified in the application, and to execute such  
51 agreements as may be necessary to implement the Project on behalf of the City, where the Project  
52 is located.

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54 Adopted by the Board of the Authority this 17<sup>th</sup> day of April, 2018.  
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Certificate

77 I, the undersigned, being duly appointed Executive Director of the Roseville Economic  
78 Development Authority, hereby certify that I have carefully compared the attached and foregoing  
79 resolution with the original thereof on file in my office and further certify that the same is a full,  
80 true, and complete copy of a resolution which was duly adopted by the Board of Commissioners  
81 of said Authority at a duly called and regularly held meeting thereof on April 17, 2017.  
82

83 I further certify that Commissioner \_\_\_\_\_ introduced said resolution and moved  
84 its adoption, which motion was duly seconded by Commissioner \_\_\_\_\_, and that upon  
85 roll call vote being taken thereon, the following Commissioners voted in favor thereof:  
86

87  
88 and the following voted against the same:  
89

90  
91 whereupon said resolution was declared duly passed and adopted.  
92

93 Witness my hand as the Executive Director of the Authority this 18<sup>th</sup> day of April, 2018  
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96

97 \_\_\_\_\_  
98 Executive Director  
99 Roseville Economic Development Authority  
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