



HOUSING & REDEVELOPMENT AUTHORITY REGULAR MEETING

November 04, 2021

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

AGENDA

Call to Order

Roll Call

Action Items

- [1.](#) Approval of Expenditures from September 1 through October 29, 2021
- [2.](#) Approval of the Minutes from the HRA Meeting of September 2, 2021
- [3.](#) Approval of Purchase Agreement between the Fridley Housing and Redevelopment Authority and Archer Kath, 1358 Mississippi Street
- [4.](#) Approval of Professional Services Agreement between the Fridley Housing and Redevelopment Authority and Northland Securities, Inc.

Informational Items

- [5.](#) Update on Housing Programs

Adjournment

The City of Fridley will not discriminate against or harass anyone in the admission or access to, or treatment, or employment in its services, program, or activities because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance. Upon request, accommodation will be provided to allow individuals with disabilities to participate in any of Fridley's services, programs, and activities. Hearing impaired persons who need any interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at (763) 572-3500. (TTD/763-572-3534).



AGENDA REPORT

Meeting Date: November 4, 2021

Meeting Type: Housing & Redevelopment Authority

Submitted By: Paul Bolin, Assistant Executive Director

Title

Approval of Expenditures

Background

Recommendation

Staff recommends the HRA approve the expenditures for the period September 1 through October 29, 2021.

Attachments and Other Resources

- Check Reports for September and October, 2021

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.



City of Fridley, MN

Check Report

Item 1.

By Check Number

Date Range: 08/27/2021 - 09/30/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-HRA-APBNK-HRA						
hra-1601	PASSAU LANDCARE INC	08/30/2021	Regular	0.00	310.00	30671
HRA-2635	BOLTON & MENK	08/30/2021	Regular	0.00	355.00	30672
HRA-408	LHAMO, LOBSANG	08/30/2021	Regular	0.00	1,825.00	30673
HRA-409	UTECHT, LUKE	08/30/2021	Regular	0.00	2,404.68	30674
HRA-410	CHIN CHOY, EDWARD	08/30/2021	Regular	0.00	2,861.47	30675
hra-1201	LAND TITLE INC	09/01/2021	Regular	0.00	500.00	30676
hra-1601	PASSAU LANDCARE INC	09/01/2021	Regular	0.00	310.00	30677
HRA-411	KUHL, DANA	09/01/2021	Regular	0.00	2,093.75	30678
hra-623	FRIDLEY, CITY OF	09/01/2021	Regular	0.00	1,224.56	30679
HRA-2653	NORTH STATE ADVISERS & ASSOCIATES	09/09/2021	Regular	0.00	2,000.00	30680
hra-311	CENTER FOR ENERGY & ENVIRONMENT (CEE)	09/09/2021	Regular	0.00	68,499.00	30681
HRA-412	HEIL, DANIEL	09/09/2021	Regular	0.00	1,175.00	30682
hra-623	FRIDLEY, CITY OF	09/15/2021	Regular	0.00	1,002.40	30683
HRA -2700	EG RUD & SONS INC	09/23/2021	Regular	0.00	5,208.00	30684
hra-1113	MONROE MOXNESS BERG PA	09/23/2021	Regular	0.00	4,940.40	30685
hra-14090	KW COMMERCIAL MIDWEST	09/23/2021	Regular	0.00	838.75	30686
hra-1601	PASSAU LANDCARE INC	09/23/2021	Regular	0.00	310.00	30687
HRA-413	YENISH, JAMES	09/23/2021	Regular	0.00	1,824.75	30688
HRA-414	SMITH, ALEX	09/23/2021	Regular	0.00	5,000.00	30689
HRA-415	VAN DEURZEN, SHAUN	09/23/2021	Regular	0.00	5,000.00	30690
HRA-416	FOYT, RYAN	09/23/2021	Regular	0.00	1,767.50	30691
HRA-417	PERRY, BRIANA	09/23/2021	Regular	0.00	500.00	30692
hra-623	FRIDLEY, CITY OF	09/29/2021	Regular	0.00	1,224.56	30693
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/03/2021	Bank Draft	0.00	455.25	DFT0003589
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/03/2021	Bank Draft	0.00	127.54	DFT0003590
hra-905	MINNESOTA DEPT OF REVENUE - PAYROLL TAXES	09/03/2021	Bank Draft	0.00	219.99	DFT0003591
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/03/2021	Bank Draft	0.00	545.38	DFT0003592
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/17/2021	Bank Draft	0.00	455.25	DFT0003607
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/17/2021	Bank Draft	0.00	127.54	DFT0003608
hra-905	MINNESOTA DEPT OF REVENUE - PAYROLL TAXES	09/17/2021	Bank Draft	0.00	219.99	DFT0003609
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	09/17/2021	Bank Draft	0.00	545.38	DFT0003610

Bank Code APBNK-HRA Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	23	0.00	111,174.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	2,696.32
EFT's	0	0	0.00	0.00
	46	31	0.00	113,871.14

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	23	0.00	111,174.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	2,696.32
EFT's	0	0	0.00	0.00
	46	31	0.00	113,871.14

Fund Summary

Fund	Name	Period	Amount
099	Pooled Cash - HRA	8/2021	7,756.15
099	Pooled Cash - HRA	9/2021	106,114.99
			113,871.14



City of Fridley, MN

Check Report

Item 1.

By Check Number

Date Range: 10/01/2021 - 10/29/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-HRA-APBNK-HRA						
hra-623	FRIDLEY, CITY OF	10/13/2021	Regular	0.00	1,002.40	30694
hra-311	CENTER FOR ENERGY & ENVIRONMENT (CEE)	10/14/2021	Regular	0.00	41,308.79	30695
HRA-2621	JOHNSON, GREG	10/14/2021	Regular	0.00	4,422.50	30696
HRA-2653	NORTH STATE ADVISERS & ASSOCIATES	10/14/2021	Regular	0.00	2,000.00	30697
HRA-418	SHAW, NANCY	10/14/2021	Regular	0.00	3,602.75	30698
HRA-420	CRAFT, ANTIONETTE	10/19/2021	Regular	0.00	5,000.00	30699
HRA-419	GLENN, JOHN	10/19/2021	Regular	0.00	232.70	30700
HRA-422	GUDDING, JOYCE	10/19/2021	Regular	0.00	3,948.75	30701
HRA-421	MURRAY, JOHN	10/19/2021	Regular	0.00	3,927.50	30702
hra-1601	PASSAU LANDCARE INC	10/19/2021	Regular	0.00	310.00	30703
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/01/2021	Bank Draft	0.00	455.25	DFT0003640
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/01/2021	Bank Draft	0.00	127.54	DFT0003641
hra-905	MINNESOTA DEPT OF REVENUE - PAYROLL TAXES	10/01/2021	Bank Draft	0.00	219.99	DFT0003642
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/01/2021	Bank Draft	0.00	545.38	DFT0003643
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/15/2021	Bank Draft	0.00	455.25	DFT0003645
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/15/2021	Bank Draft	0.00	127.54	DFT0003646
hra-905	MINNESOTA DEPT OF REVENUE - PAYROLL TAXES	10/15/2021	Bank Draft	0.00	219.99	DFT0003647
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/15/2021	Bank Draft	0.00	545.38	DFT0003648
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/29/2021	Bank Draft	0.00	481.53	DFT0003663
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/29/2021	Bank Draft	0.00	131.02	DFT0003664
hra-905	MINNESOTA DEPT OF REVENUE - PAYROLL TAXES	10/29/2021	Bank Draft	0.00	228.11	DFT0003665
hra-903	INTERNAL REVENUE SERVICE - PAYROLL TAXES	10/29/2021	Bank Draft	0.00	560.18	DFT0003666

Bank Code APBNK-HRA Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	10	0.00	65,755.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	4,097.16
EFT's	0	0	0.00	0.00
	23	22	0.00	69,852.55

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	10	0.00	65,755.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	4,097.16
EFT's	0	0	0.00	0.00
	23	22	0.00	69,852.55

Fund Summary

Fund	Name	Period	Amount
099	Pooled Cash - HRA	10/2021	69,852.55
			69,852.55



AGENDA REPORT

Meeting Date: November 4, 2021

Meeting Type: Housing & Redevelopment Authority

Submitted By: Paul Bolin, Assistant Executive Director

Title

Approval of the Minutes from the HRA Meeting of September 2, 2021

Background

Recommendation

Staff recommends the HRA approve the minutes from the HRA meeting of September 2, 2021.

Attachments and Other Resources

- HRA Minutes – September 2, 2021

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.



HOUSING & REDEVELOPMENT AUTHORITY REGULAR MEETING

September 02, 2021

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

MINUTES

Call to Order

Chair Holm called the Housing and Redevelopment Authority Meeting to order at 7:00 p.m.

Roll Call

William Holm
Elizabeth Showalter
Rachel Schwankl
Gordon Backlund
Kyle Mulrooney
Paul Bolin, HRA Assistant Executive Director

Action Items

1. Approval of the Minutes from the HRA Meeting of August 5, 2021

Motion made by Commissioner Showalter. Seconded by Commissioner Schwankl.

Voting Yea: Chair Holm, Commissioner Showalter, Commissioner Schwankl, Commissioner Backlund, Commissioner Mulrooney

2. Approval of Expenditures

Motion made by Commissioner Mulrooney. Seconded by Commissioner Backlund.

Voting Yea: Chair Holm, Commissioner Showalter, Commissioner Schwankl, Commissioner Backlund, Commissioner Mulrooney

3. Approval of HRA Property Tax Levy for Taxes Payable in 2022

Paul Bolin, HRA Assistant Executive Director, stated that MN Statutes authorize HRA's to levy properties within their community to support housing and redevelopment efforts. Levy is equal to .0185% of estimated market value. 2022 levy will allow HRA to collect \$599,571. The impact on the taxpayer for a \$150,000 home is \$27.75, a \$247,200 home is \$45.73 and \$1 million commercial property is \$185.00. Staff recommends approval of the resolution consenting to the HRA Tax Levy. This provides HRA ability

to fund ongoing and future redevelopment and home improvement efforts. Council will act on this item on September 27, 2021. The ley will be certified and delivered to County by September 30, 2021.

Chair Holm noted that over the past 10 years many projects the HRA has done has increased dramatically the tax base for the city of Fridley which has benefited all of us. The two most recent are the housing development around city hall and redevelopment of Northern Stacks. This is a good payback for the investments.

Motion made by Commissioner Backlund. Seconded by Commissioner Mulrooney.

Voting Yea: Chair Holm, Commissioner Showalter, Commissioner Schwankl, Commissioner Backlund, Commissioner Mulrooney

Informational Items

4. Update on Housing Programs

Mr. Bolin presented that in August there was one loan closed making a total of 29 year to date. Remodel advisor visits had 7 in August for a total of 54 year to date. Home Energy Squad had three visits for August making a total of 18 year to date.

The housing grant programs continue to be a big hit. The Front Door Grant has had 83 applications processed, 32 signed agreements and 16 projects completed. Foundations MR Grant received 12 applications, 3 signed agreements and 1 project completed. The Exterior Painting Grant received 7 applications and 1 project completed.

Commissioner Schwankl asked how people were finding out about these programs.

Mr. Bolin replied the City newsletter and neighbors telling each other about the programs. They also advertise these programs on social media, the City website and yard signs out in the community.

Adjournment

Motion made by Commissioner Showalter. Seconded by Commissioner Schwankl.

Voting Yea: Chair Holm, Commissioner Showalter, Commissioner Schwankl, Commissioner Backlund, Commissioner Mulrooney

Meeting adjourned at 7:14 p.m.

Krista Peterson
Recording Secretary



AGENDA REPORT

Meeting Date: November 4, 2021

Meeting Type: Housing & Redevelopment Authority

Submitted By: Paul Bolin, Assistant Executive Director

Title

Approval of Purchase Agreement – Archer-Kath – 1358 Mississippi Street

Background

Since last May the Authority has purchased the property located at 1341 Mississippi Street & the Demello property for future redevelopment of the SE quadrant of the Old Central Avenue & Mississippi Street intersection. This past week, Staff has reached an agreement with Julie Archer-Kath, the owner of the vacant property at 1358 Mississippi Street. The purchase price of \$170,000 was based on an appraisal done in May and reflects the market growth over the past 5 months. Closing on the Archer-Kath property is expected to happen in mid-November.



Recommendation

Staff recommends the Authority make and approve a motion approving the purchase agreement.

Attachments and Other Resources

- Purchase Agreement

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

PIN # 13-30-24-42-0017

VACANT LAND PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of October, 2021 ("Effective Date") by and between **Julie A. Archer-Kath**, an unmarried individual ("Seller"), and the **Housing and Redevelopment Authority in and for the City of Fridley, Minnesota**, a political subdivision of the State of Minnesota organized under the Constitution and laws of the State of Minnesota ("Purchaser").

RECITALS

A. Seller is the fee owner of certain real property situated at 1358 Mississippi Street NE Fridley, Minnesota, and being legally described as follows in the County of Anoka:

See Exhibit A (attached)

(hereinafter, the "Property").

B. Seller desires to sell and Purchaser desires to purchase the Property, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Offer and Acceptance.** Seller agrees to sell and Purchaser agrees to purchase the Property, together with all buildings, improvements and fixtures located thereon and owned by Seller, all easements, rights and appurtenances thereto, and all of Seller's rights, title and interest in all public ways and alleys adjoining the same (hereafter all the foregoing collectively referred to as the "Subject Property"), subject to the terms and conditions of this Agreement.
2. **Purchase Price.** The purchase price for the Subject Property ("Purchase Price") is One Hundred and Seventy Thousand and No/100 Dollars (\$170,000.00) and is payable on the Closing Date.
3. **Contingency.** The obligations of the Purchaser hereunder are at all times contingent upon the formal approval of the transaction by the Commissioners of the Housing and Redevelopment Authority in and for the City of Fridley at its next scheduled meeting following the Effective Date hereof, subject at all times to applicable notice requirements

(“Approval Contingency”). Within five (5) days of the waiver of the Approval Contingency, Purchaser shall deposit Earnest Money in the amount of One Thousand and NO/100 Dollars (\$1,000.00) with the Title Company.

4. **Physical Condition of Subject Property.** It is specifically agreed that the Subject Property is being conveyed to Purchaser by Seller in its current "As-Is, With All Faults" physical condition.
5. **Evidence of Title.** Seller shall convey marketable title to and possession of the Subject Property to the Purchaser, free and clear of all liens, unrecorded interests, and rights of parties in possession, and with the standard title objections, including the deletion of the survey exception, deleted. Title conveyed herein shall also be free and clear of all encumbrances, restrictions, options to purchase, and easements, except as may be expressly waived in writing by Purchaser. Within five (5) days after the waiver of the Approval Contingency, Purchaser shall order from a title company acceptable to Purchaser (“Title Company”) a commitment for an owner’s title insurance policy, naming Purchaser as the proposed owner-insured of the Subject Property in the amount of the Purchase Price (the “Commitment”). The Commitment shall set forth all levied real estate taxes and special assessments, and shall have provided with it legible copies of all instruments of record referred to in the Commitment, and shall include the results of all searches covering bankruptcies and State and Federal judgments and liens. Following the receipt of the Commitment, Purchaser shall cause to be ordered, at Purchaser’s sole cost and expense, an ALTA Survey (the “Survey”) of the Subject Property. Within twenty (20) days of the receipt of the Survey, Purchaser shall in writing make any objections to the Commitment and Survey (collectively, “Title Objections”) by written notice to Seller, and Seller shall thereafter cure said Title Objections, at Seller’s expense. If Seller fails to cure such Title Objections (or resolve to clear same at Closing) within twenty (20) days of the delivery of Title Objections, Purchaser may, at its option (a) clear title to the extent so required and charge the cost of clearing to Seller; or (b) waive such Title Objection and proceed to Closing (and any Title Objection so waived shall be considered a Permitted Encumbrance); or (c) terminate this Purchase Agreement by written notice to Seller.
6. **Conditions to Closing.** Closing of the transaction contemplated by this Agreement and the obligation of Purchaser to purchase the Subject Property are subject to the following conditions:
 - 6.1 Purchaser shall have determined on or before the Closing Date that it is satisfied, based upon the results of and matters disclosed by any environmental or soil investigations or testing of the Property, that there are no environmental or soil conditions that would interfere with the Purchaser’s proposed use of the Subject Property; and
 - 6.2 Purchaser shall have reviewed and approved title to the Subject Property pursuant to Section 5 of this Agreement.

- 6.3 There shall be no tenants or occupants in possession of the Subject Property as of the Closing Date.

The above contingencies are for the sole benefit of Purchaser, and Purchaser shall have the right to waive those contingencies by giving written notice to Seller. If the contingencies set forth in this Section 6 have not been satisfied or waived by the Closing Date, Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date.

7. **Environmental and Soil Investigation.** Purchaser and its agents shall have the right, at its sole option and risk, to enter the Subject Property for the purpose of testing soils, surveying, or doing other such work as may be necessary to determine the suitability of the Subject Property for use by Purchaser. If Purchaser investigates and tests the Subject Property pursuant to this Section 7, Purchaser shall pay all costs and expenses of such investigations and testing and shall hold Seller harmless from all damages and liabilities arising out of Purchaser's activities. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser copies of all environmental reports and files, if any, relating to the Subject Property to the extent same are in Seller's possession or control.
8. **Costs and Prorations.** Seller and Purchaser agree to the following prorations and allocation of costs in connection with this Agreement and the transaction contemplated hereby:

- 8.1 Purchaser shall be responsible for the following costs at Closing:

- a. The Title Company closing fee.
- b. Prorated taxes for the year of Closing, based upon the parties' respective period of ownership in the year of Closing.
- c. Cost of the Survey.
- d. Premium for Owner's Policy of Title Insurance.
- e. All fees and costs associated with the Title Commitment.
- f. All recording fees and charges related to the recording of the Deed.
- g. State Deed Tax and Conservation fee (if any).
- h. Well certificate filing fee, if applicable.

- 8.2 Seller shall be responsible for the following costs at Closing:

- a. All recording fees and charges related to the recording or filing of any instrument required to make title marketable.
- b. Real estate taxes and assessments for all years prior to the year of Closing.
- c. Prorated taxes for the year of Closing, based upon the parties' respective period of ownership in the year of Closing.

- 8.3 Seller shall be responsible for payment of the Real Estate taxes due and payable in the year of sale, prorated to the Closing Date. At Closing, Seller

shall pay all real estate taxes due and payable for the years prior to Closing Date, together with all special assessments pending or levied against the Subject Property.

- 8.4 Each of the parties shall pay all of its own respective attorneys' fees in connection with the negotiation, preparation and closing of this Agreement and the transaction contemplated hereby.

9. Closing.

- 9.1. Closing shall occur on that date which is sixty (60) days from the Effective Date or at such other date as may be agreed to by the parties in writing ("Closing Date"). Closing shall take place at the offices of the Title Company selected by Purchaser, and may be conducted by the parties in escrow.

- 9.2. On the Closing Date, Purchaser shall deliver to Seller the Purchase Price, and execute the Closing Statement. Seller shall execute and/or deliver to Purchaser the following:

- (a) A duly executed general warranty deed ("Deed"), conveying marketable title to the Subject Property, free and clear of all liens and mortgages, and subject only to: (i) building and zoning laws, ordinances, state and federal regulations; and (ii) Permitted Encumbrances;
- (b) A duly executed affidavit regarding Seller;
- (c) A well disclosure certificate or indication that there is no well on the Subject Property (or identifying the location of same);
- (d) Affidavit of non-foreign identity;
- (e) Closing Statement;
- (f) A bring down certificate as to Seller's representations and warranties made herein; and
- (g) Other documents customarily and reasonably required by Purchaser or Title Company.

- 10. Possession.** Seller agrees to deliver possession of the Subject Property to Purchaser on Closing Date free and clear of all occupants and tenancies.

- 11. Damages to Real Property.** If the Subject Property is substantially damaged prior to closing, Purchaser may at its sole option rescind this Agreement by notice to Seller within ten (10) days after Seller notifies Purchaser of the damage, during which 10-day period Purchaser may inspect the Subject Property.

- 12. Personal Property Not Included.** Prior to Closing, Seller shall remove all personal property from the Subject Property, which personal property is not included in this transaction.

13. Covenants, Representations and Warranties of Seller. Seller makes the below representations and warranties to Purchaser as of the Effective Date, and shall at Closing certify the same as being true and correct as of the Closing Date.

- 13.1. Seller represents and warrants to Purchaser that she is the sole fee owner of the Subject Property, and the signatory to this Agreement represents that she is authorized to execute this Agreement on behalf of Seller.
- 13.2. Seller covenants and agrees to take no actions to encumber title to the Subject Property between the Effective Date of this Agreement and the time the Deed is delivered to Purchaser.
- 13.3. Seller covenants and agrees that Seller will not enter into any leases or contracts relating to the Subject Property, nor amend or extend any existing leases between the Effective Date of this agreement and the time the Deed is delivered to Purchaser.
- 13.4. Seller represents and warrants to Purchaser that Seller has not used the Subject Property for the storage of hazardous substances or petroleum products and, as of the Effective Date of this Agreement, is not aware of any facts the existence of which would constitute a violation of any local, state or federal environmental law, regulation or review procedure or which would give any person a valid claim under the Minnesota Environmental Rights Act or the federal Comprehensive Environmental Response, Compensation and Liability Act. The foregoing is applicable only to Seller's actual knowledge of facts, and Seller represents that Seller has made no independent investigation of the Subject Property.
- 13.5. Seller represents and warrants to Purchaser that there has been no labor or material furnished to the Subject Property for which payment has not been made.
- 13.6. Seller represents and warrants to Purchaser that the Subject Property is connected to city water and city sewer.
- 13.7. Seller represents and warrants to Purchaser that on the Closing Date, there will be no service contracts in effect in connection with the Subject Property, except those which are terminable on thirty (30) days' written notice.
- 13.8. Seller represents and warrants to Purchaser that Seller has received no notice of any action, litigation, investigation or proceeding of any kind pending against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Property, or any part thereof.

13.9 Seller represents and warrants to Purchaser that it has not entered into any other contracts for the sale of the Subject Property which are currently in effect, nor are any rights of first refusal or offer or options to purchase the Subject Property, nor does any party have a right to redeem an interest in the Subject Property, nor any other rights of others that might prevent the consummation of this Agreement.

13.10 Seller represents and warrants to Purchaser that, to Seller's knowledge, no methamphetamine production has occurred on the Subject Property. Seller has not received any order from law enforcement or any health department requiring removal of precursor waste chemicals or remediation and, to Seller's knowledge, no such orders have been vacated.

13.11 Seller represents and warrants to Purchaser that the Subject Property is currently vacant and unoccupied and there are no leases, tenancies or occupancy agreements in place relative to the Subject Property.

14. **Covenants, Representations and Warranties of Purchaser.** Purchaser is a public body corporate and politic under the laws of the state of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder. The signatories to this Agreement represent that they are authorized to execute this Agreement on behalf of Purchaser, subject at all times to the Approval Contingency set forth hereinabove.

15. **Well Disclosure.** Seller will certify on the Deed that it knows of no wells on the Subject Property or shall identify same with specificity if such wells are present.

16. **Underground Storage Tanks.** Seller represents and warrants to Purchaser that to Seller's knowledge, without inquiry, there are no underground storage tanks on the Subject Property.

17. **Broker Commissions.** Purchaser represents that it has not engaged the services of any realtor, broker, or other person who would be entitled to a fee or commission in connection with the purchase of the Subject Property by Purchaser. Seller has not been represented in this transaction a broker, and any broker claiming to represent Seller shall be compensated by Seller under the terms and conditions of any separate agreement.

18. **Miscellaneous.**

18.1. This Agreement represents the complete and final agreement of the parties regarding sale of the Subject Property and supersedes any prior oral or written understanding. This Agreement may be amended only in writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.

18.2. Purchaser and Seller represent and warrant that the recitals contained herein are true and accurate as of the Effective Date of this Agreement. All warranties

and representations by Seller and Purchaser shall survive the closing of this transaction.

18.3 All notices required hereunder shall be given by personal delivery, by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, or by use of a nationally recognized courier offering overnight delivery service, directed to the following addresses (or such other addresses as either party may notify the other in writing)

To the Seller: Julie A. Archer-Kath
1348 Hillcrest Dr. NE
Fridley, MN 55432

To the Purchaser: Housing and Redevelopment Authority in and for the
City of Fridley
7071 University Ave. NE
Fridley, MN 55432
Attn: Paul Bolin

With a copy to: Monroe Moxness Berg PA
7760 France Avenue South
Suite 700
Minneapolis, MN 55435
Attn: Vickie Loher-Johnson, Esq.

19. **Assignment.** Purchaser shall have the right to assign its interest under this Agreement, without first obtaining the consent of Seller, provided that Purchaser shall remain liable to Seller under this Agreement.
20. **Survival.** All of the terms, covenants, conditions, representations, warranties and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable after the Closing Date.
21. **Effective Date of Agreement.** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto. In the event Seller executes this Agreement first, Purchaser will have no more than thirty (30) days after date of Seller's signature upon this Agreement to accept and sign this Agreement. In the event Purchaser executes this Agreement first, Seller will have no more than thirty (30) days after the date of Purchaser's signature on this Agreement to accept and sign this Agreement.

[Remainder of Page Intentionally Blank – Signatures Follow]

PURCHASER:

**Housing and Redevelopment Authority in and
for the City of Fridley, Minnesota**

a political subdivision of the State of Minnesota
organized under the Constitution and laws of the
State of Minnesota

By _____

Paul Bolin

Its: Assistant Executive Director

Date of Signature _____, 2021

SELLER:

Julie A. Archer-Kath

Date of Signature _____, 2021

DATE OF FINAL ACCEPTANCE by HRA _____, 2021

**Exhibit A To Purchase Agreement
Legal Description of Property**

(To be confirmed by Title Company)

Lot 13, Block 1, Spring Valley, Anoka County, Minnesota

Abstract Property

4815-0580-4523, v. 2



AGENDA REPORT

Meeting Date: November 4, 2021

Meeting Type: Housing & Redevelopment Authority

Submitted By: Paul Bolin, Assistant Executive Director

Title

Approval of Professional Services Agreement – Northland Securities, Inc.

Background

After acting as legal counsel and development consultant to the HRA, since the early 1980's, Jim Casserly recently announced his retirement. Mr. Casserly's calm demeanor, breadth of legal and development knowledge, the stability and continuity he has provided in the HRA's many, many projects and programs will be missed.

Over the past few months staff had a chance to meet with Ms. Tammy Omdal, Managing Director of Public Finance for Northland Securities, to discuss the potential of her taking over the development consultant role. Monroe, Moxness & Berg would continue to provide legal counsel through Vickie Loher-Johnson. The Authority & Ms. Omdal would continue to work with Greg Johnson on cash flow projections as needed.

Ms. Omdal has worked in public and private financial advising for more than 25 years. Prior to joining Northland Securities, she worked for the City of Burnsville as Deputy City Manager & Chief Financial Officer, Financial Services & Budget Director for the City of Minneapolis and as the Accounting Manager for Dakota County.

Chairman Holm and Mayor Lund met with Ms. Omdal in mid-October and were impressed with her background, understanding of redevelopment issues and communication skills. Over the past ten years, Jim Casserly has worked on several complicated development projects with Ms. Omdal and highly recommends her for the position.

Recommendation

Staff recommends the HRA approve the agreement with Northland Securities Inc to provide financial and development consulting to the Authority.

Attachments and Other Resources

- Professional Services Agreement
- Ms. Omdal's Bio

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

FINANCIAL PLANNING AGREEMENT

BY AND BETWEEN

THE HOUSING AND REDEVLEOPMENT AUTHORITY OF THE CITY OF FRIDLEY, MN

AND

NORTHLAND SECURITIES, INC.

FINANCIAL PLANNING AND DEVELOPMENT CONSULTING

This Agreement made and entered into by and between the Housing and Redevelopment Authority in and for the City of Fridley, Minnesota (hereinafter "HRA") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the HRA desires to use the services of NSI for financial planning and development consulting assistance to assist both the staff members of the HRA and to provide information and advice to the Board of Commissioners of the HRA; and

WHEREAS, NSI desires to furnish services to the HRA as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

The scope of work includes services for financial planning and development consulting services the HRA may seek from NSI. Legal services are not provided by NSI and are not subject to this agreement. NSI will provide the following services at the request of the HRA:

1. Provide information and advice to the HRA

- a. Attend meetings of the HRA Board of Commissioners.
- b. Meet with HRA staff to discuss and plan for projects of the HRA.
- c. Complete analysis of information, as may be required, to support advice provided.
- d. Keep informed of projects and plans of the HRA in general. HRA projects are designed to enlarge the tax base, create jobs, and create vital, attractive business in blighted or underdeveloped areas within the City of Fridley.
- e. Provide the HRA with information of development and redevelopment in other communities that maybe useful to the HRA to have knowledge.
- f. Inform the HRA of any changes to the Local Economic Development, Minnesota Statutes Chapter 469 that may be impactful for the HRA.

- g. Assist the HRA with the pursuit of special legislation by providing financial impact information, among other information that may be useful to the HRA and others assisting the HRA with pursuit of special legislation.
 - h. Respond to questions and request for information of the HRA staff.
2. **Assist with establishment or modification of Redevelopment Projects (Project Areas) and/or Tax Increment Financing (TIF) Districts**
- a. Prepare and distribute calendar of process including meeting dates.
 - b. Collect data for the TIF District to be specified by NSI.
 - c. Evaluate and advise HRA on the type of tax increment financing district that may be considered for establishment.
 - d. Collect data about the proposed project, including type of project, size, construction cost estimate and source of financing, and timing of proposed development, among other items.
 - e. Review basis for findings for establishing the TIF District.
 - f. Provide guidance on statutory criteria for establishment of TIF District.
 - g. Complete review of developer applications, including project pro forma among other information, to determine justification for public financial assistance.
 - h. Prepare notice of hearing and assist the HRA with compliance to statutory requirements for mailing and publication.
 - i. Assist the HRA and the attorney to the HRA with drafting and review of development agreements and issuance of notes.
 - j. Prepare planning documents including program or modification of program for establishment of TIF districts.
 - k. Prepare and distribute required documents with letter of explanation and other supporting information to city, county and school district for establishment of TIF Districts.
 - l. Prepare resolutions authorizing the TIF District and approving the plan.
 - m. Prepare and distribute packet for public hearing including the TIF Plan and approving resolution, and if applicable, due diligence memo on need for assistance.
 - n. Attend and facilitate discussion at the public hearing.
 - o. Prepare electronic transcript of documents and submit TIF Districts for certification to the county auditor.
 - p. File TIF Districts and necessary documents with the State of Minnesota Department of Revenue and the Office of the State Auditor and Department of Revenue.

3. Assist with the on-going administration and reporting for established TIF Districts

- a. Assist HRA staff in reviewing and interpreting language and requirements of executed development agreements.
- b. Assist HRA staff with calculation of payments due to developers pursuant to terms of development agreements.
- c. Complete or assist HRA staff, or other consultants to the HRA, with annual reports due to the State Auditor.

4. Assist HRA staff with special projects

- a. Complete special projects related to financing planning development consulting services.
- b. As needed, identify opportunities and challenges related to the mission and goals of the HRA.

COMPENSATION

NSI services will be billed based on the number of hours required to complete tasks at an hourly billing rate of \$295 per hour. The hourly rate will increase each January 1 by a percentage equal to any increase in the Consumer Price Index for All Urban Consumers as published by the United States Department of Labor during the preceding twelve months.

At the request of the HRA, NSI will provide the HRA with a detailed written scope of work with agreed to budget for specified services that may be requested by the HRA pursuant to this agreement.

NSI will bill monthly for actual services performed and reimbursable expenses. NSI invoices will detail the work performed, requested compensation for the period and show amounts previously billed.

ASSIGNED NORTHLAND EMPLOYEE

The NSI employee responsible for providing services pursuant to this agreement and for the services performed is Tammy Omdal, Managing Director, and Jessica Green, Managing Director.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the HRA and NSI and their successors or assigns.

DISCLAIMER

In performing service under this agreement, NSI is relying on the accuracy of information provided by the HRA, and the services provided by NSI will be based on the Local Economic Development, Minnesota Statutes Chapter 469. The parties agree that the Minnesota property tax system and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The HRA recognizes and accepts that future property values, tax levies and tax rates, among other information, may vary

from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by sixty (60) days written notice by either the HRA or NSI. In the event of early termination by the HRA, NSI will provide the HRA with an itemized hourly statement of services already provided. All billable hours by NSI will be billed at the stated hourly rates should early termination occur.

Dated this ____ day of _____, 2021.

Northland Securities, Inc.

By: Tammy Omdal
 Tammy Omdal
 Managing Director, Public Finance

Housing Redevelopment Authority In and for the City of Fridley, Minnesota

By: _____

 Title

By: _____

 Title



AGENDA REPORT

Meeting Date: November 4, 2021

Meeting Type: Housing & Redevelopment Authority

Submitted By: Paul Bolin, Asst. Executive Director

Title

Update on Housing Programs

Background

On a monthly basis, staff will provide updates from CEE on the past month's activity for the Authority's loan programs, remodeling advisor visits, Home Energy Squad Visits & Grant Programs.

Attachments and Other Resources

- Chart of Loans Issued, Remodeling Advisor Visits
- Chart of Grant Programs – Funds Issued & Committed

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Fridley Loan Summary Report

Activity for Period 9/16/2021 - 10/15/2021

Item 5.



Application packets requested/mailed:	This period:	0	Year-to-Date:	8
Residential Advisor Visits:	This period:	4	Year-to-Date:	60
Loans currently in process for residents in your City/Neighborhood:			49	

Closed Loans

This period:

Year-to-Date:

Fridley

Units
0

Units
0

Closed End

88,826.60

4

381,292.45

16

Down Payment Assistance

5,000.00

1

10,000.00

2

Last Resort

0.00

0

0.00

0

Last Resort Emergency Deferred

10,000.00

1

17,988.93

2

Mobile Home Closed End

0

0

Multi Family Exterior Closed End

0

0

Senior Deferred

0.00

0

200,000.00

9

Total

103,826.60

6

609,281.38

29

Leveraged Funds MHFA FUF

This period:
17,376.00

Units
1

Year-to-Date:
265,018.00

Units
12

Total

17,376.00

1

265,018.00

12

Types of Improvements Financed YTD	# of Projects	% of Total
Additions/Finishing off unused space	1	1.96
Air Conditioning	3	5.88
Bathrooms	3	5.88
Down Payment Assistance	2	3.92
Driveways	2	3.92
Electrical	4	7.84
Flooring/Carpet/Tile	2	3.92
Foundations/Basement	1	1.96
Heating System	4	7.84
Insulation	4	7.84
Interior Painting/Repairs	1	1.96
Kitchens	1	1.96
Landscaping	2	3.92
Lighting	1	1.96
Other Exterior Improvements	10	19.61
Other Interior Improvements	2	3.92
Roof	3	5.88
Siding, Stucco, Exterior Paint	2	3.92
Windows, Doors, Storm Windows, Storm	3	5.88

Types of Properties Financed YTD	#	% of Total
Commercial - Non-residential	1	2.38
Single Family Residence	40	95.24
Townhouse	1	2.38

Item 5.

As of October 15, 2021, here are the total “Completed” (payment checks have been processed) & “Committed” (includes both Completed & In-progress) Grant Totals for the HRA Grant Programs:

		Completed		Total Committed: In progress & completed projects	
	Applications Processed	Awarded Grant Funds	# of Completed Projects	Grant Funds - Awarded & Committed	# of Projects
Foundations	16	\$ 2,500	1	\$ 22,500	5
Front Door	94	\$ 64,299	24	\$ 139,639	64
Paint Rebate	9	\$ 1,930	5	\$ 1,930	5
Grand Total	119	\$ 68,729	30	\$ 164,069	74

There are more “processed” applications because some applications have been denied, some have been withdrawn, and some people have not done any additional steps after applying.