



**REGULAR HOUSING AND REDEVELOPMENT AUTHORITY MEETING  
VIRTUAL MEETING VIA WEBEX  
MARCH 21, 2022  
7:00 PM**

Call to Order

Consider a one-time adjustment to the term expiration date of Commissioner Vrieze Daniels to account for Bylaw modifications.

Staff Report No. 10

Open Forum: To participate live during the open forum dial 612-861-0651.

Approval of the minutes of the regular Housing and Redevelopment Authority Meeting of February 23, 2022; and the Concurrent City Council, Housing and Redevelopment Authority, and Planning Commission Work Session of March 8, 2022.

**PRESENTATIONS**

1. 2021 Housing and Redevelopment Authority and Economic Development Authority Year In Review.

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items which are acted upon by the HRA in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further HRA action on these items is necessary. However, any HRA Commissioner may request that an item be removed from the Consent Calendar and placed on the regular agenda for HRA discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consider a resolution of support for the development of affordable, supportive housing for people with the lowest incomes on property located at 6613-25 Portland Avenue.

Staff Report No. 11
  - B. Consider the approval of an amendment to Housing and Redevelopment Authority Resolution No. 1371 to identify the source of funds for the interfund loan for Tax Increment Financing District 2020-1 (Henley II) as the Housing and Redevelopment Authority's General Fund.

Staff Report No. 12
4. Consideration of items, if any, removed from Consent Calendar

**PUBLIC HEARINGS**

5. Public hearing and consideration of a resolution authorizing the sale of 6600 Logan Avenue South to Twin Cities Habitat for Humanity and the approval of a Contract for Private Development for the construction of a single family

home.

Staff Report No. 13

**HRA DISCUSSION ITEMS**

6. HRA Discussion Items

**EXECUTIVE DIRECTOR REPORT**

7. Executive Director's Report

**CLAIMS**

8. Claims
9. Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.**



**STAFF REPORT NO. 10**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**3/21/2022**

REPORT PREPARED BY: Melissa Poehlman, Executive Director

OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: Melissa Poehlman, Executive Director  
3/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a one-time adjustment to the term expiration date of Commissioner Vrieze Daniels to account for Bylaw modifications.**

**EXECUTIVE SUMMARY:**

Last month, the Housing and Redevelopment Authority (HRA) adopted modifications to its Bylaws in order to correct the staggering of citizen commissioner terms. Under the revised Bylaws, citizen commissioner terms will expire on February 28 and new appointments will begin March 1. In future years, recruitment and appointment will be scheduled to coordinate with these dates; however, during this transition year, new appointments will not be considered by the Council until March 22.

Given that Commissioner Vrieze Daniels' term appointment was not originally scheduled to expire until November 2022, staff recommends that her current term expiration date be extended from February 28 to the date on which she is reappointed or a new citizen commissioner is appointed to take her place. The date could not exceed November 20, 2022.

**RECOMMENDED ACTION:**

**By motion: Approve a revision to the current term limit of Commissioner Vrieze Daniels, setting her term to expire upon her reappointment or the appointment of a new Housing and Redevelopment Authority Commissioner, whichever comes first, but not to exceed November 20, 2022.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- On February 21, 2022 the HRA voted to approve modifications to their Bylaws to correct the staggering of terms.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- State Statute allows for a term of up to five years for an HRA appointment. Commissioner Vrieze Daniels' initial five year term was previously set to expire on November 20, 2022.

**C. CRITICAL TIMING ISSUES:**

- In order to participate in the March 21 meeting of the HRA, the term of Commissioner Vrieze Daniels must be modified.

**D. FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- The proposed modification has been discussed with HRA Attorney Julie Eddington.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve a modification to Commissioner Vrieze Daniels' term and conduct business with three HRA Commissioners on March 21.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Erin Vrieze Daniels



# HOUSING AND REDEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

**Regular Meeting  
Held via WebEx**

**February 23, 2022**

## CALL TO ORDER – ATTENDANCE ROLL CALL

The meeting was called to order by Chair Supple at 7:01 p.m. via WebEx.

*HRA Members Present:* Mary Supple, Chair; Maria Regan Gonzalez; Sue Sandahl; Erin Vrieze Daniels; and Lee Ohnesorge

*HRA Members Absent:* None

*Staff Present:* Melissa Poehlman, Community Development Director; Julie Urban, Assistant Community Development Director; LaTonia DuBois, Administrative Assistant; Jane Skov, IT Manager; and Kari Sinning, City Clerk.

## OPEN FORUM

Chair Supple provided instructions to call in for the open forum. Administrative Assistant DuBois stated that there were no callers and no prior emails.

## APPROVAL OF THE MINUTES

M/Regan Gonzalez, S/Sandahl to approve the minutes of the regular Housing and Redevelopment Authority meeting of January 18, 2022.

City Clerk Sinning took roll call vote:

Supple: AYE  
Regan Gonzalez: AYE  
Vrieze Daniels: AYE  
Sandahl: AYE  
Ohnesorge: AYE

Motion carried 5-0

<b>Item #1</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Sandahl, S/Vrieze Daniels to approve the agenda.

City Clerk Sinning took roll call vote:

Supple: AYE  
Regan Gonzalez: AYE  
Vrieze Daniels: AYE  
Sandahl: AYE  
Ohnesorge: AYE

Motion carried 5-0

<b>Item #2</b>	<b>CONSENT CALENDAR</b>
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Assistant Community Development Director Urban presented the Consent Calendar:

- A. Designation of Community Development Director Melissa Poehlman as the Executive Director of the Richfield Housing and Redevelopment Authority for 2022. (Staff Report No. 7)
- B. Consideration of the approval of revisions to the First Time Homebuyer Program Guidelines. (Staff Report No. 8)

M/Sandahl, S/Regan Gonzalez to approve the Consent Calendar.

Chair Supple mentioned that the First Time Homebuyer Program revisions will help with Woodlawn Terrace and welcomed and congratulated Executive Director Poehlman.

City Clerk Sinning took roll call vote:

Supple: AYE  
Regan Gonzalez: AYE  
Vrieze Daniels: AYE  
Sandahl: AYE  
Ohnesorge: AYE

Motion Carried 5-0

<b>Item #3</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #4</b>	<b>CONSIDER THE ADOPTION OF A RESOLUTION AMENDING THE BYLAWS OF THE RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY TO CLARIFY THE STAGGERING OF APPOINTMENT TERMS, CHANGE THE ANNUAL MEETING DATE, AND INDICATE THE RULES OF ORDER UNDER WHICH THE BOARD WILL OPERATE (STAFF REPORT NO. 9)</b>
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Assistant Community Development Director Urban presented Staff Report No. 9.

Commissioner Vrieze Daniels asked for future revisions to include vacancy language if Council Members are no longer active.

Commissioner Sandahl asked about the start of other City commissions. Assistant Community Development Director Urban stated that they would continue to be at the beginning of the year.

M/Sandahl, S/Regan Gonzalez to adopt a resolution amending the Bylaws of the Richfield Housing and Redevelopment Authority.

**HRA RESOLUTION NO. 1424**

**RESOLUTION AMENDING THE BYLAWS OF THE HOUSING  
AND REDEVELOPMENT AUTHORITY OF THE CITY OF  
RICHFIELD, MINNESOTA**

City Clerk Sinning took roll call vote:

Supple: AYE  
Regan Gonzalez: AYE  
Vrieze Daniels: AYE  
Sandahl: AYE  
Ohnesorge: AYE

Motion Carried 5-0

<b>Item #6</b>	<b>HRA DISCUSSION ITEMS</b>
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Commissioner Regan Gonzalez asked if there was any media about the great work regarding the Woodlawn Terrace. Assistant Community Development Director Urban stated that there were press releases through the property owners. Commissioner Sandahl commented that they are already moving new homes into the area. Assistant Community Development Director Urban stated that seven new units are available.

Chair Supple stated that there is a multi-family housing accessibility bill going through legislature and Richfield's inclusive housing policies were lifted up as an example. Chair Supple brought up an item for staff to think about regarding eligibility for unsheltered individuals applying for Richfield Housing Programs as Richfield residents tend to get priority in some programs.

Chair Supple thanked Commissioner Sandahl for her service and wisdom in the HRA/EDA as this is her last meeting. Commissioner Regan Gonzalez also thanked Commissioner Sandahl for her leadership throughout her many roles in the Richfield community. Commissioner Ohnesorge also thanked Commissioner Sandahl for her time and commitment to the HRA. Commissioner

Vrieze Daniels stated that she will miss sitting next to her in meetings and will see her around the community. Commissioner Sandahl appreciated her time on the HRA and the good that the HRA brings to the community.

<b>Item #7</b>	<b>EXECUTIVE DIRECTOR REPORT</b>
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Assistant Community Development Director Urban stated that 6501 Penn did not receive tax exempt funding. Chair Supple asked if demolition has started on the property. Assistant Community Development Director Urban stated that there are some groundwater issues and a contract might be brought to the HRA in April.

Assistant Community Development Director Urban shared the status of the housing voucher program of which over 3700 applications were received and 250 of those will receive Richfield local preference. She expressed the importance of this program for housing stability.

Assistant Community Development Director Urban stated that the Kids @ Home Program will be accepting new applications at the end of the month.

<b>Item #8</b>	<b>CLAIMS</b>
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M/Regan Gonzalez, S/Sandahl that the following claims be approved:

<b>U.S. BANK</b>	<b>2/23/2022</b>
Section 8 Checks: 133546 – 133629	\$190,155.00
HRA Checks: 34140 – 34152	\$16,675.83
<b>TOTAL</b>	<b>\$206,830.83</b>

City Clerk Sinning took roll call vote:

Supple: AYE  
 Regan Gonzalez: AYE  
 Vrieze Daniels: AYE  
 Sandahl: AYE  
 Ohnesorge: AYE

Motion carried 5-0

<b>Item #9</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:26 p.m.

Date Approved: March 21, 2022

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Mary B. Supple  
 HRA Chair



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Kari Sinning  
City Clerk

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Julie Urban  
Acting Executive Director



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Concurrent City Council, HRA, and Planning Commission Work Session Virtual via WebEx

**March 8, 2022**

### CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 6:00 p.m. virtually via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Sean Hayford Oleary; and Ben Whalen

Council Members Absent: None

HRA Members Present: Mary Supple, Chair; Maria Regan Gonzalez; Lee Ohnesorge

HRA Members Absent: Erin Vrieze Daniels; and Sue Sandahl

Planning Commission Members Present: Kathryn Quam, Chair; Gordon Hanson; Eddie Holmwig-Johnson; James Rudolph; Brendan Kennealy; Brett Stursa; and Ben Surma

Planning Commission Members Absent: None

Staff Present: Melissa Poehlman, Community Development Director; Julie Urban, Assistant Community Development Director; Chris Swanson, Management Analyst; Sack Thongvanh, Assistant City Manager; and Kari Sinning, City Clerk

Others Present: Kirsten Spreck, Director of Housing at Beacon Interfaith Housing Collaborative; Ricky Kamil, Congregational Organizer for Beacon Interfaith Housing Collaborative; Paul Mellblom, Architect at MSR Design; Ben Drew;

#### ITEM #1

**PROPOSAL BY BEACON INTERFAITH HOUSING COLLABORATIVE TO DEVELOP UP TO 40 UNITS OF SUPPORTIVE HOUSING ON THE PORTLAND AVENUE ROUNDABOUT REMNANT PARCELS (6613-25 PORTLAND AVENUE).**

Mayor Regan Gonzalez introduced Community Development Director Poehlman who gave a brief overview of the property. Community Development Director Poehlman then introduced Assistant Community Development Director Urban who read aloud Work Session Staff Report No. 7. Assistant Community Development Director Urban introduced Kirsten Spreck, Director of Housing for Beacon Interfaith Housing Collaborative. Kirsten Spreck gave a presentation that described the housing that is proposed and the need for that type of housing.

Council Member Trautmann thanked Kirsten Spreck for the presentation and asked about which communities Beacon has been working with in the City and also the organizations that they have partnered with. Kirsten Spreck stated that they have been in contact with MICC and shared that Beacon is more focused on those young adults with neurodiversity that do not have the financial or family support. A Congregational Organizer for Beacon, Ricky Kamil, stated that Woodlake Lutheran Church is a part of the collaborative and that other area churches that want to see more deeply affordable housing for the neurodivergent community in Richfield.

Council Member Whalen stated that he is generally supportive of the project and asked about the difference between efficiency and studio apartments and the need for this type of housing for this community. Kirsten Spreck stated that efficiency and studio are one in the same and explained that this type of housing has helped youth and young adults experiencing homelessness or financial hardship to get stabilized and find employment or further their educations. An architect from MSR, Paul Mellblom, explained that the trauma that people face with homelessness and other traumas can affect how people want to live and they might feel more comfortable having a one room apartment than a multi-room apartment and shared that the efficiency apartments would be around 450 square feet.

Council Member Supple shared her experience touring the 66 West site and she questioned the density for this site. Kirsten Spreck explained the cost-benefit analysis for this proposal. Council Member Supple stated her support if this project is similar to the 66 West project as there is a great need for it in the community.

HRA Commissioner Ohnesorge thanked Beacon for bringing this project proposal and asked about accessible units and zero threshold showers. Kirsten Spreck stated that there would likely be accessible units on every floor. Paul Mellblom shared that per building code they are required to have an elevator be accessible to all residents and all stairwells and doorways would meet ADA compliancy and 2% of the units would have to have hearing and/or visual aids. Kirsten Spreck shared that Beacon is dedicated to providing housing to persons with disabilities.

Council Member Hayford Oleary shared his support in this site being high density residential as smaller unit density projects have not suited this site well and also shared his thoughts regarding fair parking reduction practices for projects that are along major transit lines. Council Member Hayford Oleary expressed optimism for the project to move forward for the community.

Council Member Trautmann appreciated the comments made by Council Member Hayford Oleary and questioned the services provided for those that are transitioning out of homelessness. He shared Richfield community organizations that would appreciate the opportunity to be a community presence. Kirsten Spreck stated that each building is intended to meet the needs of the residents and depending on the residents the services provided can differ.

Planning Commissioner Kennealy agreed with the comments made by the City Council Members and questioned the number of parking stalls compared to the 66 West site and the zoning this area to high density without affecting the rest of the neighborhood. Community Development Director Poehlman stated that the comprehensive plan would need to be reassessed as the project would move forward.

Planning Commissioner Rudolph expressed excitement for the project and shared a curiosity of the hurdles that the project would need to overcome as it moves forward with respect to the lot size. Kirsten Spreck stated that the project is in line with zoning for setbacks and height which would allow for outdoor amenities for the residents.

Planning Commissioner Chair Quam asked why there is an efficiency limitation in medium density housing to which Community Development Director Poehlman explained the history of the code and how it has affected Richfield's growth. Planning Commissioner Chair Quam also asked about the availability of units for people with disabilities and what the proposed look of the building would be like. Kirsten Spreck stated that they have not finalized the number of units that would be

available as it is dependent upon research of the need in the area and also stated that the look of the building is unknown at this time since this is a preliminary proposal however the Richfield community and staff would be involved in the exterior look of the building.

Planning Commissioner Holmwig-Johnson shared concern about the long term conditions of the building. Kirsten Spreck stated the accountability to provide quality housing in the long run and Beacon reinvests in their properties to keep them in good condition for the residents.

Council Member Whalen referred back to Commissioner Kennealy's question of the number of parking stalls compared to the 66 West site. Kirsten Spreck stated that in the last few years they have created parking below grade to offer more of a safe environment and that the proposed 25 stalls is meant to be more proactive and can be discussed.

Planning Commissioner Hanson suggested that since the parking stalls at the other properties are not being used to their full advantage that the extra parking space could be used for a recreational space for the residents. Kirsten Spreck thanked Commissioner Hanson for that suggestion and stated that they will bring that idea back to the design team.

Mayor Regan Gonzalez expressed excitement and support for this project and appreciated the comments and questions from Council and Commissioners. She also thanked the presenters for the proposal.

Council Member Supple asked if there is an age restriction on the service. Kirsten Spreck explained that young adults between the age of 18 and 24 would be prioritized and stated that this is permanent supportive housing which does not put a time limit on a person's residency.

Community Development Director Poehlman stated that the commercial property next door does have interest in the property however she will relay that the policymakers are generally supportive of this possibility.

Assistant Community Development Director Urban summarized the discussion and stated the next steps:

- General consensus of approval for the high density
- 25 parking stalls might be too much for this project
- Beacon is a thoughtful provider and trying to meet the needs of the people they are serving
- Financially, this project would need the help of the HRA and additional funding which would be discussed as the project moves forward.

## ADJOURNMENT

The work session was adjourned by unanimous consent at 6:55 p.m.

Date Approved: March 21, 2022

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Mary B. Supple  
HRA Chair

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Kari Sinning  
City Clerk

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Melissa Poehlman  
Executive Director



**STAFF REPORT NO. 11**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**3/21/2022**

REPORT PREPARED BY: Julie Urban, Asst. Community Development Director

OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: Melissa Poehlman, Executive Director  
3/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution of support for the development of affordable, supportive housing for people with the lowest incomes on property located at 6613-25 Portland Avenue.**

**EXECUTIVE SUMMARY:**

On Tuesday, March 8, at a joint work session of the City Council, Housing & Redevelopment Authority (HRA), and Planning Commission, Beacon Interfaith Housing Collaborative (Beacon) presented conceptual plans for the development of up to 40 units of supportive rental housing at 6613-25 Portland Avenue. Beacon specializes in developing supportive housing at deeply affordable levels throughout the Twin Cities.

The population to be served would include neuro-diverse youth and young adults, and supportive housing services would be provided on-site. The units would primarily be affordable at 30 percent of the Area Median Income. This land is guided for Medium-Density Residential housing in the City's 2040 Comprehensive Plan.

Beacon is now requesting a resolution from the HRA, confirming their support for the concept of affordable/supportive housing at this location. This resolution of support does not guarantee or obligate the approval of any specific requests, but rather will indicate that the HRA is supportive of the conceptual development of the land in this manner. This resolution will aid Beacon in securing project financing and support at other levels of government.

The City of Richfield and its HRA has a long history of partnering with organizations that best serve its residents. Supporting housing stability for people with the lowest incomes is a way to further the community's commitment to equitable opportunities for all.

**RECOMMENDED ACTION:**

**By motion: Approve the attached resolution supporting the development of affordable, supportive multi-family housing by Beacon Interfaith Housing Collaborative on property located at 6613-25 Portland Avenue.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- Beacon Interfaith Housing Collaborative is a non-profit housing developer that has developed

deeply affordable, supportive housing throughout the Twin Cities.

- The property contains remnant parcels from the Portland Avenue roundabout project. The HRA has been seeking a viable development proposal for the site since 2009.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The 2040 Comprehensive Plan calls for a full range of housing choices that meet residents' needs at every stage of their lives, and ensure a healthy balance of housing types that meet the needs of a diverse population with diverse needs.
- The property at 6613-25 Portland Avenue is guided for medium density residential housing.

**C. CRITICAL TIMING ISSUES:**

- In order to seek funding for the proposed development, Beacon is seeking an indication of support by the HRA for the development of affordable, supportive housing. The first funding application is due April 13.

**D. FINANCIAL IMPACT:**

- While Beacon will likely seek financial assistance from the HRA, approval of the resolution does not obligate the HRA to provide any assistance.

**E. LEGAL CONSIDERATION:**

- The attached resolution of support indicates that the HRA is supportive of an affordable, accessible housing development in the area of 6613-25 Portland Avenue. It does not obligate the HRA to approve any specific development proposal.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve a resolution of support.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description		Type
□	Resolution	Resolution Letter
□	Aerial Photograph of Site	Exhibit

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION SUPPORTING THE DEVELOPMENT OF AFFORDABLE, SUPPORTIVE  
MULTIFAMILY HOUSING IN THE VICINITY OF  
6613-25 PORTLAND AVENUE**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield (HRA) is committed to providing a full range of housing choices that meet residents' needs at every stage of their lives and ensuring a healthy balance of housing types that meets the needs of a diverse population with diverse needs; and

WHEREAS, the HRA is committed to partnering with organizations that best serve its residents; and

WHEREAS, Beacon Interfaith Housing Collaborative (Beacon) is an affordable housing developer focused on developing affordable, supportive homes for those with the lowest incomes; and

WHEREAS, the HRA is supportive of the mission of Beacon to provide stable, supportive housing affordable to those with the lowest incomes; and

WHEREAS, the HRA owns land at 6613-25 Portland Avenue and where that land is guided for medium density residential housing; and

WHEREAS, Beacon, has proposed to construct approximately 40 units of affordable, supportive housing, to be located at 6613-25 Portland Avenue, Richfield, Minnesota (the "Redevelopment"); and

WHEREAS, Beacon has presented a conceptual Redevelopment to the HRA and has received support of the HRA to move forward in the exploration of a specific Redevelopment plan and application; and

NOW, THEREFORE, BE IT RESOLVED, that the HRA supports the development of affordable, supportive multi-family housing by Beacon in the vicinity of 6613-25 Portland Avenue.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 21st day of March, 2022.

\_\_\_\_\_  
Mary B. Supple, Chair

ATTEST:

\_\_\_\_\_  
Maria Regan Gonzalez, Secretary

# The Richfield Site

66<sup>th</sup> Street East and Portland Avenue South







**STAFF REPORT NO. 12**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**3/21/2022**

REPORT PREPARED BY: Myrt Link, Community Development Accountant  
OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: Melissa Poehlman, Executive Director  
3/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an amendment to Housing and Redevelopment Authority Resolution No. 1371 to identify the source of funds for the interfund loan for Tax Increment Financing District 2020-1 (Henley II) as the Housing and Redevelopment Authority's General Fund.**

**EXECUTIVE SUMMARY:**

On September 9, 2021 the Richfield Housing and Redevelopment Authority (HRA) approved a modification to the Redevelopment Plan, approval of a Tax Increment Financing Plan and the establishment of Tax Increment Financing District 2020-1 (Henley II).

In addition, they approved a resolution for an interfund loan (internal loan) for advancement of certain costs in connection with the District. The resolution did not specify which HRA fund the costs would be incurred from, only that funds were available.

**RECOMMENDED ACTION:**

**By motion: Approve the amendment to Housing and Redevelopment Authority Resolution No. 1371 to identify the funding source for the interfund loan for Tax Increment Financing District 2020-1 (Henley II) as the Housing and Redevelopment Authority's General Fund.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- N/A

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Minnesota State Statute 469.178 addresses the requirements for interfund loans. The original Resolution No.1371 states that these funds are available from the Housing and Redevelopment Authority. It doesn't designate a specific fund, which is required.

**C. CRITICAL TIMING ISSUES:**

- The amendment needs to be approved before the Tax Increment Financing reports are filed in August 2022.

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The amendment needs to be made in order to be in compliance with the Office of the State

Auditor reporting requirements.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
□ Amended Resolution No.1371	Resolution Letter

## HRA RESOLUTION NO. 1371

### RESOLUTION AUTHORIZING INTERNAL LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE 2020-1 TAX INCREMENT FINANCE DISTRICT: HENLEY II

**WHEREAS**, the City of Richfield, Minnesota (the "City") and the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") have established, and the Authority administers, the Richfield Redevelopment Project (the "Redevelopment Project") located within the City and have created a Redevelopment Plan (the "Redevelopment Plan") therefor, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended; and

**WHEREAS**, on the date hereof, the Authority approved a modification of the Redevelopment Plan and approved a tax increment financing plan (the "TIF Plan") for the 2020-1 Tax Increment Financing District: Henley II (the "TIF District"), a housing district to be established within the Redevelopment Project, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"); and

**WHEREAS**, the City Council of the City is expected to adopt a resolution on September 22, 2020, approving the modification of the Redevelopment Plan and the TIF Plan for the TIF District, in accordance with the TIF Act; and

**WHEREAS**, the Authority may incur certain costs related to the TIF District, which costs may be financed on a temporary basis from available Authority funds; and

**WHEREAS**, under Section 469.178, subdivision 7 of the TIF Act, the Authority is authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act; and

**WHEREAS**, the Authority has determined to pay for certain administrative costs related to the proposed TIF District (the "Qualified Costs"), which costs may be financed on a temporary basis from funds available in the Housing and Redevelopment Authority General Fund for such purposes; and

**WHEREAS**, the Authority intends to reimburse itself for the Qualified Costs from tax increments derived from the property within the TIF District (the "Interfund Loan") in accordance with the terms of this resolution; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota that:

1. The Authority shall reimburse itself for the Qualified Costs in the amount of up to \$25,000, together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 and Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The

interest rate shall be 5.0% and will not fluctuate.

2. Principal and interest (the "Payments") on the Interfund Loan shall be paid semiannually on each February 1 and August 1 (each a "Payment Date"), commencing on the first Payment Date on which the Authority has Available Tax Increment (defined below), or on any other dates determined by the Executive Director of the Authority, through the date of last receipt of tax increment from the TIF District.

3. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the Executive Director of the Authority, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the Authority by Hennepin County, Minnesota, all in accordance with the TIF Act. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds or notes issued by the Authority and secured in whole or in part with Available Tax Increment. The Interfund Loan shall be paid prior to any pay-as-you-go notes or contracts secured in whole or in part with Available Tax Increment, and any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

4. The principal sum and all accrued interest payable under this Interfund Loan are prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

5. This Interfund Loan is evidence of an internal borrowing by the Authority in accordance with Section 469.178, subdivision 7 of the TIF Act, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the Authority. Neither the State of Minnesota nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The Authority shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

6. The Authority may at any time make a determination to forgive the outstanding principal amount and accrued interest on the Interfund Loan to the extent permissible under law.

7. The Authority may from time to time amend the terms of this resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided, however, that the interest rate may not be increased above the maximum specified in Section 469.178, subdivision 7 of the TIF Act.

8. This resolution is effective upon the approval of the modification of the Redevelopment Plan and the approval of the TIF Plan for the TIF District by the City.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 21<sup>st</sup> day of September, 2020.

ATTEST:

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Mary B. Supple, Chair

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Maria Regan Gonzalez, Secretary



**STAFF REPORT NO. 13**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**3/21/2022**

REPORT PREPARED BY: Kate Aitchison/Celeste McDermott, Housing Specialists  
OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: Melissa Poehlman, Executive Director  
3/16/2022

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of a resolution authorizing the sale of 6600 Logan Avenue South to Twin Cities Habitat for Humanity and the approval of a Contract for Private Development for the construction of a single family home.**

**EXECUTIVE SUMMARY:**

Twin Cities Habitat for Humanity (TCHFH) is proposing to purchase 6600 Logan Avenue South from the Housing and Redevelopment Authority (HRA) for the development of a single family home that will be sold to an income-qualified buyer.

In 2020, 6600 Logan Avenue South, along with 6600 Newton Avenue South, were conveyed to the HRA from Hennepin County, following the reconstruction of 66th Street. There was no cost to the HRA to acquire the properties.

The two remnant lots were designated for new construction in order to offset the loss of 18 homes that were removed from 66<sup>th</sup> Street West prior to reconstruction. One lot was to be designated for the New Home program (affordable new construction), and one lot designated for the Richfield Rediscovered program (market-rate new construction).

The single story home proposed for 6600 Logan Avenue South will offer 1,919 square feet of finished living space and include four bedrooms, two bathrooms and a two-car attached garage. Additionally, the home will be built with accessibility features, such as a ramp from the garage into the house, widened doorways to accommodate wheelchair access, a roll-in shower on the main level, and added grab bars where necessary. Further, the home will be built to Zero-Energy Ready standards, which results in a highly efficient home. The lot is 60 feet wide.

Concerns over the project have been raised by the neighboring property owner, who struggles with extreme sensitivity to chemical smells. In order to offer reasonable accommodations to this resident, TCHFH has agreed to:

- Position the house so that the garage and driveway are on the north side of the property, and further distanced from the impacted resident.
- Install signage on the property indicating that vehicles should not be idling unless necessary for construction.
- Provide the resident with filters or filtering devices to help offset the impact of the construction.
- Commit to ongoing communication with the resident about construction phases and schedules.

TCHFH and the HRA will enter into a Contract for Private Development (Contract) for the sale of the property and subsequent construction of the home. The Contract provides for sale of the property to TCHFH for one dollar.

### **RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Adopt a resolution authorizing the sale of 6600 Logan Avenue South to Twin Cities Habitat for Humanity, and approve a Contract for Private Development with Twin Cities Habitat for Humanity for the construction of a single family home.**

### **BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

6600 Logan Avenue South:

- In 2020, following the completion of the 66th Street reconstruction project, Hennepin County conveyed the properties at 6600 Logan Avenue South and 6600 Newton Avenue South to the Richfield HRA.
- In 2021, the conveyance was approved by the HRA with plans to develop the properties either through the New Home Program (affordable new construction) or the Richfield Rediscovered Program (market rate new construction). The property on Logan Avenue South was designated for the New Home Program, while the property on Newton Avenue South will be sold through the Richfield Rediscovered program later this year.
- TCHFH is proposing to construct a single-level home of 1,919 finished square feet, four bedrooms, two bathrooms, and a two-car attached garage. The home will incorporate some universal design features to allow for greater accessibility, such as wider doorways and a ramp into the home, as well as energy efficiency upgrades.
- In January 2022, the HRA approved Right of Entry Agreement for TCHFH to enter the property in order to conduct land surveys, soil borings, and any other environmental testing necessary before submitting their proposal.
- On March 3, 2022, a letter was sent to neighbors detailing the new home plans and inviting them to an open house on March 10.
- On March 10, an open house was held from 4 - 6 p.m. at Wood Lake Nature Center. Three residents attended.
- One resident submitted written comments, which are attached to this staff report.

New Home Program:

- TCHFH is a long-time partner of the New Home Program (Program). The organization has the experience, capability, and financial security to develop the property and has previously constructed and renovated many homes in Richfield under various federal and local programs.
- The Program allows homes to be sold to households earning up to 80 percent of the Area Median Income (AMI) (\$79,900 for a family of four). TCHFH targets households whose income does not exceed 60 percent of the AMI.
- In the past ten years, 11 new homes were constructed under the Program for affordable purchase. Over 50 new homes have been built since the Program began in 1981.

#### **B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The Program implements the goal of the Comprehensive Plan to ensure sufficient diversity in the housing stock to provide for a range of household sizes, income levels and needs. The Program carries out the policies that support this goal including:
  - Promote the development of a balanced housing stock that is available to a range of income levels.
  - Promote the development, management and maintenance of affordable housing in the City through assistance programs, alternative funding sources, and the creation of partnerships whose mission is to promote low to moderate income housing.
- In April 2019, the HRA adopted the revised Inclusionary Housing Policy, which states: "With regards to scattered-site single family housing development, at least 20 percent of the units newly constructed or rehabilitated and converted to long-term affordability in any three-year period must

meet the proscribed affordability requirements."

- Given formal approval of this project, the ratio of affordable scattered-site single family housing development will be 31 percent for the 2020-2022 time period.
  - In that time period, nine market-rate new homes have been built, while four affordable new construction/rehabilitated homes will have been facilitated through the HRA.
- The proposed housing is consistent with the Housing Vision Statement that was accepted by the City Council and HRA in June 2013. The Statement calls for a full range and balance of housing types in the community that match the choices of residents at every stage of their lives.

**C. CRITICAL TIMING ISSUES:**

- The Contract requires closing on the property to occur by June 1, 2022, and construction to be completed by January 1, 2023.

**D. FINANCIAL IMPACT:**

- In 2020, following the completion of the 66th Street reconstruction project, Hennepin County conveyed the properties at 6600 Logan Avenue South and 6600 Newton Avenue South to the Richfield HRA for no cost.
- The New Home Program allows homes to be sold to households earning up to 80 percent of AMI (\$79,900 for a family of four). However, TCHF's policy and funding sources target households whose income does not exceed 60 percent of the AMI.
- The property would be sold to TCHF for one dollar. In turn, TCHF would agree to include energy efficiency and accessibility features in the home.
- Once properties are brought into the TCHF program, they are likely to remain within the program's portfolio indefinitely. Once an owner is ready to sell their existing TCHF-built home, the organization will buy back the home for another client. This will allow the HRA's investment to span over the life of the building and multiple households.

**E. LEGAL CONSIDERATION:**

- Notice of the public hearing was published in the Sun Current on March 10, 2022.
- Mailed notice was sent as a courtesy to homeowners and occupants living nearby.
- The HRA Attorney prepared the Contract for Private Development.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the resolution authorizing sale of the property to Twin Cities Habitat for Humanity.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Chad Dipman, Land Acquisition Manager, Twin Cities Habitat for Humanity.

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ Contract for Private Development	Contract/Agreement
□ Letter from resident, Sylvia Jessie (6612 Logan Ave)	Backup Material
□ Photo of 6600 Logan	Backup Material
□ Proposed Site Plan	Backup Material
□ Proposed House Plan	Backup Material



**HRA RESOLUTION NO.**

**RESOLUTION AUTHORIZING SALE OF REAL PROPERTY LOCATED AT  
6600 LOGAN AVENUE SOUTH TO TWIN CITIES HABITAT FOR HUMANITY, INC. IN  
ACCORDANCE WITH A CONTRACT FOR DEVELOPMENT**

**WHEREAS**, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (HRA) desires to develop certain real property pursuant to and in furtherance of the New Home Program adopted by the HRA, said real property being described as follows:

Address: 6600 Logan Avenue South

Legal: as described in Exhibit A, attached hereto

**WHEREAS**, the HRA is authorized to sell real property within its area of operation after public hearing; and

**WHEREAS**, a developer, Twin Cities Habitat for Humanity, Inc., has been identified as the purchaser of the described property and in accordance with a Development Agreement; and

**WHEREAS**, a public hearing has been held after proper public notice.

**NOW, THEREFORE, BE IT RESOLVED**, by the Housing and Redevelopment Authority in and for the City of Richfield:

1. A public hearing has been held 6600 Logan Avenue South is authorized to be sold for \$1 to the Twin Cities Habitat for Humanity, Inc. in accordance with a Development Agreement with the HRA.
2. The Chairperson and Executive Director are authorized to execute a Contract for Private Development and other agreements as required to effectuate the sale to Twin Cities Habitat for Humanity, Inc.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 21st day of March, 2022.

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Mary B. Supple, Chair

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Maria Regan Gonzalez, Secretary

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE AUTHORITY PROPERTY**

The South 60.00 feet of Lot 1, Block 3, "Fairwood Park", Hennepin County, Minnesota.

Reserving to County of Hennepin a permanent easement for highway purposes per Torrens Certificate of Title No. 1405418, over all that part of the above described tract which lies northerly of the following described line:

Beginning at the intersection of the west line of said Lot 1 and a line parallel with and distant 39.14 feet southerly of the north line of said Lot 1; thence easterly along said parallel line a distance of 92.15 feet; thence southeasterly, deflecting right 11 degrees 49 minutes 18 seconds a distance of 36.93 feet; thence easterly, deflecting left 5 degrees 40 minutes 48 seconds a distance of 6.87 feet to the east line of said Lot 1 and said line there terminating.

Reserving to County of Hennepin a permanent easement for utility purposes over all that part of the above described tract which lies southerly of the above described highway easement and northerly and northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1 on an assumed bearing of South 0 degrees 23 minutes 31 seconds East a distance of 63.36 feet to the point of beginning of the line being described; thence North 62 degrees 50 minutes 33 seconds East a distance of 30.64 feet; thence South 89 degrees 31 minutes 04 seconds East a distance of 63.60 feet; thence South 77 degrees 41 minutes 45 seconds East a distance of 34.25 feet; thence South 24 degrees 32 minutes 05 seconds East a distance of 16.70 feet; thence North 89 degrees 36 minutes 31 seconds East a distance of 3.79 feet to the east line of said Lot 1 and said line there terminating.

Reserving to County of Hennepin the right to restrict all right of access, being the right of ingress to and egress from County State Aid Highway No. 53 over, under and across the land herein being conveyed.

Reserving to County of Hennepin all mineral rights in said land pursuant to Minnesota Statute Section 373.01.

**CONTRACT FOR DEVELOPMENT**

**Between**

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

**and**

**TWIN CITIES HABITAT FOR HUMANITY**

**at**

**6600 LOGAN AVENUE SOUTH, RICHFIELD MN. 55423**

**This Instrument Drafted by:**

**The Housing and Redevelopment Authority  
in and for the City of Richfield  
6700 Portland Avenue South  
Richfield, Minnesota 55423  
Telephone: (612) 861-9760**

## CONTRACT FOR DEVELOPMENT

**THIS CONTRACT FOR DEVELOPMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ of \_\_\_\_\_, 2022, by and between the Housing and Redevelopment Authority in and for the City of Richfield, a body corporate and politic under the laws of the State of Minnesota, having its principal office at 6700 Portland Avenue, Richfield, Minnesota (HRA), and Twin Cities Habitat For Humanity, Inc. (TCHFH), a non-profit corporation under the laws of Minnesota, having its principal office at 1954 University Ave W, St Paul, MN 55104 (Developer).

### WITNESSETH:

**WHEREAS**, the HRA has purchased the property at 6600 Logan Ave South, Richfield, legally described as listed in Exhibit A.

**WHEREAS**, the City of Richfield (the “City”) and the HRA have previously created and established a New Home Program, pursuant to the authority granted in Minnesota Statutes, Sections 469.001 through 469.047; and

**WHEREAS**, the Developer has proposed the Improvements, as hereinafter defined, for the Property which the HRA has determined will promote and carry out the objectives for which the Property was purchased; will assist in carrying out the objectives of the New Home Program; and will be in the vital best interests of the City, and the health, safety and welfare of its residents and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the HRA and the Developer, each party does hereby represent, covenant and agree with the other as follows:

## ARTICLE I.

### **DEFINITIONS, EXHIBITS, RULES OF INTERPRETATION**

**Section 1.1. Definitions.** In this Agreement, the following terms have the meaning given below unless the context clearly requires otherwise:

- (a) **City**. The City of Richfield, Minnesota.
- (b) **Construction Plans**. Collectively, the plans, drawings and related documents related to the Improvements, which are listed on Exhibit B.
- (c) **Developer**. Twin Cities Habitat For Humanity (TCHFH).
- (d) **Development**. The Property and the Improvements to be constructed thereon according to the Construction Plans approved by the HRA.

- (e) **Event of Default.** Event of Default has the meaning given such term in Section 9.1.
- (f) **Holder.** The term “holder” in reference to a Mortgage includes a lender, any insurer or guarantor (other than the Developer) of any obligation or condition secured by such mortgage or deed of trust.
- (g) **Housing and Redevelopment Authorities Act (HRA Act).** Minnesota Statutes Sections 469.001 through 469.047.
- (h) **HRA.** The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota.
- (i) **Improvements.** Each and all of the structures and site improvements constructed or renovated on the Property by the Developer, as specified in the Construction Plans approved by the HRA.
- (j) **Mortgage.** The term “mortgage” shall include the mortgages referenced in Article VI of this Agreement and any deed of trust or other instrument creating an encumbrance or lien upon the Property of any part thereof, as security for a loan.
- (k) **New Home Program.** HRA program to encourage development of new housing opportunities for low to moderate income buyers.
- (l) **Property.** The real property legal described as:

See Exhibit A

having a street address of:

6600 Logan Avenue South, Richfield

- (m) **Qualified Buyer.** A purchasing family (2 or more person household) whose income does not exceed 80 percent of the metropolitan area median income.
- (n) **Unavoidable Delays.** Delays which are the direct result of strikes, labor troubles, fire or other casualty to the Improvements, natural disasters, litigation commenced by third parties which results in delays or acts of any federal, state or local government, except those contemplated by this Agreement, which are beyond the control of the Developer.

**Section 1.2 Exhibits.** The following Exhibits are attached to and by reference made a part of this Agreement:

- A. Legal Description of the property
- B. List of Construction Plan Documents
- C. Form of Quit Claim Deed
- D. Form of Certificate of Completion

### **Section 1.3 Rules of Interpretation.**

- (a) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.
- (b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.
- (c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.
- (d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

## **ARTICLE II.**

### **REPRESENTATIONS AND UNDERTAKINGS**

**Section 2.1 By the Developer.** The Developer makes the following representations and warranties as the basis for undertakings on its part herein contained:

- (a) The Developer has the legal authority and power to enter into this Agreement, and has duly authorized the execution, delivery and performance of this Agreement; and the individual(s) who execute this Agreement on behalf of the Developer have the power and authority to bind the Developer;
- (b) The Developer has the necessary equity capital or will obtain commitments for financing necessary for construction of the Improvements;
- (c) The Developer will construct the Improvements in accordance with the terms of this Agreement, the Construction Plans, and all local, state and federal laws and regulations;
- (d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, the requirements of all local, state and federal laws and regulations which must be obtained or met before the Improvements may be constructed; and
- (e) The plans for the Improvements have been prepared by a qualified draftsman or architect.

**Section 2.2 By the HRA.** The HRA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The HRA is authorized by law to enter into this Agreement, to carry out its obligations hereunder, and the individuals who execute this Agreement on behalf of the HRA have the power and authority to bind the HRA; and

(b) The HRA will, in a timely manner, subject to all notification requirements, review and act upon all submittals and applications of the Developer and will cooperate with the efforts of Developer to secure the granting of any permit, license, or other approval required to allow the construction of the Improvements; provided, however, that nothing contained in this subparagraph 2.2(b) shall be construed to limit in any way the reasonable and legitimate exercise of the HRA's discretion considering any submittal or application.

### **ARTICLE III.**

#### **ACQUISITION OF PROPERTY; CONVEYANCE TO DEVELOPER**

**Section 3.1 Sale of Property to Developer.** The HRA is the fee owner of the Property. The HRA agrees to sell the Property to the Developer and the Developer agrees to purchase the Property from the HRA in an "as is" condition. The HRA agrees to convey the Property to the Developer by Quit Claim Deed in the general form of Exhibit C. The purchase price for the Property will be \$1.00.

**Section 3.2 Title and Examination.** As soon as reasonably possible after execution of this Agreement by both parties,

(a) HRA shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in HRA's possession or control, to Developer or to Developer's designated title service provider; and

(b) Developer shall obtain the title evidence determined necessary or desirable by Developer or Developer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's title opinion, at Developer's selection and cost, and provide a copy to the HRA.

The Developer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The HRA shall have 90 days from the date of such objection to affect a cure; provided, however, that the HRA shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

**Section 3.3 Well Disclosure.** Seller does not know of any wells on the property.

**Section 3.4 Closing.** Closing on the Property will take place on or before June 1, 2022, or such other date as may be agreed to by the parties in writing. At closing, the Developer will provide the HRA with the purchase price of the property. If closing has not occurred by June 1, 2022, either party may terminate this Agreement.

**Section 3.5. Closing Costs.** The Developer will pay: (a) the closing fees charged by its title insurance company or other closing agent, if any, utilized to close the transaction for Developer; and (b) the recording fees for the Contract for Private Development and the deed transferring title to the Developer. The HRA will pay all other fees normally paid by sellers, including: any transfer taxes, and any fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.

**Section 3.6. Sewer and Water.** HRA warrants that city water is available at the lot line and city sewer is available at the curb.

**Section 3.7. ISTS Disclosure.** HRA is not aware of any individual sewage treatment system on the property. Developer is responsible for all costs of removing any individual sewage treatment system that may be discovered on the Property.

**Section 3.8. Taxes and Special Assessment.** Real estate taxes and installments of special assessments will be prorated between the HRA and Developer as of the date of closing.

**Section 3.9 Soil Conditions and Hazardous Wastes.** The Developer acknowledges that the HRA makes no representations or warranties as to the conditions of the soils on the Property, its fitness for construction of the Improvements or any other purpose for which the Developer may make use of the Property, or regarding the presence of hazardous wastes, pollution or contamination on the Property. The HRA will allow reasonable access to the Property for the Developer to conduct such tests regarding soil conditions and hazardous wastes as the Developer may desire. Permission to enter the Property to conduct such tests must be given in writing under the terms and conditions established by the HRA.

**Section 3.10 Survey.** The HRA will allow reasonable access to the Property for the Developer to conduct a survey. Permission to enter the Property to conduct such tests must be given in writing under the terms and conditions established by the HRA.

**Section 3.11 Trees.** All healthy trees will be saved and protected by the Developer during construction, to the extent possible, except those that specifically interfere with the construction of the Improvements. Trees requested to be removed must be identified by type on the site plan provided by the Developer.

**Section 3.12 Sale to Qualified Buyer; Covenant on Use.** The Developer agrees to convey the Property and Improvements to a Qualified Buyer within 180 days of issuance of a Certificate of Occupancy or after that time as agreed upon by the parties. Prior to agreeing to sell the Property and Improvements to a prospective buyer, the Developer shall provide the HRA with sufficient evidence that the potential buyer is a Qualified Buyer. In addition, the Developer must obtain the HRA's prior approval of the terms and conditions of the purchase agreement with the Qualified Buyer, and the agreement terms and conditions must be consistent with this Agreement. This Agreement constitutes a covenant on the part of the Developer, its successors and assigns, to develop the Property and Improvements for owner-occupied, single-family residential purposes as permitted by the City.



**3.13 Accommodations for 6612 Logan Ave** The Developer agrees to make reasonable accommodations to minimize the impact of chemical smells and vehicle fumes on the neighboring property at 6612 Logan Avenue. These accommodations should include, but are not limited to: posted notification on the property indicating that vehicles should not be left idling, provision of HEPA filtering device for the homeowner at 6612 Logan, and regular communication with the homeowner at 6612 Logan with detailed updates regarding the construction schedule and activity.

## ARTICLE IV.

### CONSTRUCTION OF IMPROVEMENTS

**Section 4.1. Construction of Improvements.** The Developer shall construct the Improvements on the Property at the Developer's cost in accordance with the Construction Plans, and shall maintain, preserve and keep the Improvements in good repair and condition until sale of the Property to a Qualified Buyer.

**Section 4.2. Building Plans.** The Developer agrees that the City of Richfield building official may withhold issuance of a building permit for the Improvements unless the Construction Plans are in conformity with this Agreement, and all local, state and federal regulations. The HRA shall, within 25 days of receipt of Construction Plans submitted in application for a building permit, review such Construction Plans to determine whether the foregoing requirements have been met. If the HRA determines such Construction Plans to be deficient, it shall notify the Developer in writing stating the deficiencies and the steps necessary for correction. Issuance of the building permit by the City with the approval of the HRA shall be a conclusive determination that the Construction Plans have been approved and shall satisfy the provisions of this Section 4.2.

**Section 4.3 Schedule of Construction.** Subject to Unavoidable Delays, construction of the Improvements shall be completed prior to January 1, 2023. All construction shall be in conformity with the approved Construction Plans. Periodically during construction the Developer shall make reports in such detail as may reasonably be requested by the HRA concerning the actual progress of construction. If at any time prior to completion of construction the HRA has cause to believe that the Developer will be unable to complete construction of the Improvements in the time permitted by this Section 4.3, it may notify the Developer and demand assurances from the Developer regarding the Developer's construction schedule. If such assurances are not forthcoming or are deemed by the HRA at its sole discretion to be inadequate, the HRA may declare an Event of Default and may avail itself of any of the remedies specified in Section 8.2 of this Agreement.

**Section 4.4 Certificate of Completion.** After notification by the Developer of completion of construction of the Improvements, the HRA shall inspect the construction to determine whether the Improvements have been completed in accordance with the Construction Plans and the terms of this Agreement, including the date of the completion thereof. In the event that the HRA is satisfied with the construction, the HRA shall furnish the Developer with a Certificate of Completion in the

form attached hereto as Exhibit D. Such certification by the HRA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligation of the Developer to construct the Improvements.

The certification provided for in this Section 4.4 shall be in recordable form. If the HRA shall refuse or fail to provide certification in accordance with the provisions of this Section 4.4, the HRA shall within 15 days of such notification provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of this Agreement necessary, in the opinion of the HRA, for the Developer to take or perform in order to obtain such certification.

**Section 4.5 Failure to Construct.** In the event that construction of the Improvements is not completed as provided in Section 4.3 of this Agreement, an Event of Default shall be deemed to have occurred and the HRA may proceed with its remedies under Section 8.2.

## **ARTICLE V.**

### **INSURANCE**

**Section 5.1 Insurance.** The Developer will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Improvements and, from time to time at the request of the HRA, furnish the HRA with proof of payment of premiums on:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the insurable value of the Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the HRA and shall be placed with financially sound and reputable insurers licensed to transact business in Minnesota. The policy of insurance delivered pursuant to clause (a) above shall contain an agreement of the insurer to give not less than thirty (30) days advance notice to the HRA in the event of cancellation of such policy or change affecting the coverage thereunder.

## ARTICLE VI.

### FINANCING

**Section 6.1 Financing.** Within 20 days of the date of execution of this Agreement, the Developer shall submit to the HRA evidence of financing for the Improvements in compliance with the provisions of Section 2.1(b) of this Agreement. If the HRA finds that the financing is adequate in amount to provide for the construction of the Improvements, the HRA shall notify the Developer of its approval.

If the HRA rejects the evidence of financing as inadequate, the Developer shall have 30 days or such additional period of time as the Developer may reasonably require from the date of such notification to submit evidence of financing satisfactory to the HRA. If the Developer fails to submit such evidence or fails to use due diligence in pursuing financing, the HRA may terminate this Agreement and both parties shall be released from any further obligation or liability hereunder, except for the HRA's remedies pursuant to Section 4.5 of this Agreement. Closing shall not take place until the Developer has provided the HRA with acceptable evidence of financing for construction of the Improvements.

**Section 6.2 Limitation Upon Encumbrance of Property.** Prior to the issuance of the Certificate of Completion, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any Mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance of lien to be made on or attached to the Property other than the liens or encumbrances attached for the purposes of obtaining funds to the extent necessary for making the Improvements without the prior written approval of the HRA. The HRA shall not approve any Mortgage which does not contain terms which conform to the terms of this Article VI and Section 8.2 of this Agreement.

**Section 6.3 Subordination.** In order to facilitate obtaining financing for the construction of the Improvements by the Developer, the HRA may, in its sole and exclusive discretion, agree to modify this Agreement in the manner and to the extent it deems reasonable, upon request by the financial institution and the Developer.

## ARTICLE VII.

### PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

**Section 7.1 Representation as to Redevelopment.** The Developer represents and agrees that its undertakings pursuant to the Agreement, are for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of the importance of the Development to the general welfare of Richfield and the substantial financing and other public aids that have been made available by the HRA for the purpose of making the Development possible, the qualification and identity of the Developer are of particular concern to the HRA. The Developer further recognizes that it is because of such qualifications and identity that the HRA is entering into this Agreement, and, in so doing, is further willing to rely on the representations and undertakings of the Developer for the faithful performance of all undertakings and covenants agreed by the Developer to be performed.

**Section 7.2 Prohibition Against Transfer of Property and Assignment of Agreement.** For the reasons set out in Section 7.1 of this Agreement, the Developer represents and agrees that prior to the issuance of the Certificate of Completion by the HRA:

(a) Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to the Development under this Agreement, and any other purpose authorized by this Agreement, the Developer, except as so authorized, has not made or created, and that it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or any trust in respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the HRA; and

(b) The HRA shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval under this Section 7.2 that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the HRA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part,

(ii) any proposed transferee, by instrument in writing satisfactory to the HRA and in form recordable among the land records, shall for itself and its successor and assigns, and specifically for the benefit of the HRA, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to such obligations, restrictions and conditions or, in the event the transfer is of, or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part; provided, that the effect that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, for whatever reason, not have assumed such obligations or agree to do so, shall not, unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the HRA, relieve or except such transferee or

successor from such obligations, conditions, or restrictions, or deprive or limit the HRA of or with respect to any rights or remedies or controls with respect to the Property of the construction of the Improvements; it being the intent of this Section 7.2, together with other provisions of this Agreement, that to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the HRA, or any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the HRA would have had, had there been no such transfer or change, and

(iii) There shall be submitted to the HRA for review all instruments and other legal documents involved in effecting transfers described herein, and if approved by the HRA, its approval shall be indicated to the Developer in writing.

In the absence of specific written agreement by the HRA to the contrary, no such transfer or approval by the HRA thereof shall be deemed to relieve the Developer from any of its obligations with respect thereto. The sale of the Development to a Qualified Buyer shall not be deemed to be a transfer within the meaning of this Section 7.2.

**Section 7.3 Approvals.** Any approval required to be given by the HRA under this Article VIII may be denied only in the event that the HRA reasonably determines that the ability of the Developer to perform its obligations under this Agreement will be materially impaired by the action for which approval is sought.

## **ARTICLE VIII.**

### **EVENTS OF DEFAULT**

**Section 8.1 Events of Default Defined.** The following shall be deemed Events of Default under this Agreement and the term shall mean, whenever it is used in this Agreement, unless the context otherwise provides, any one or more of the following events:

(a) Failure by the Developer to pay when due the payments required to be paid or secured under any provision of this Agreement;

(b) Subject to Section 9.7, failure by the Developer to complete the Improvements by January 1, 2023, absent any Unavoidable Delay;

(c) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, including the time for such performance;

(d) Failure by the Developer to close with a Qualified Buyer within 180 days of completion or after that time as agreed upon by the parties.

(e) If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property;

(f) If the Developer, on a petition in bankruptcy filed against it, be adjudicated as bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or arrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) If the Development is in default under any Mortgage and has not entered into a work-out agreement with the Holder of the Mortgage.

**Section 8.2 Remedies on Default.** Whenever any Event of Default occurs, the HRA may, in addition to any other remedies or rights given the HRA under this Agreement, take any one or more of the following actions following written notice by the HRA to the Developer as provided in 9.4 of this Agreement:

(a) suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the HRA, that the Developer will cure its default and continue its performance under this Agreement;

(b) cancel or rescind this Agreement;

(c) withhold the Certificate of Completion; or

(d) take whatever action at law or in equity may appear necessary or desirable to the HRA to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided, however, that any exercise by the HRA of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any Mortgage authorized by this Agreement and (b) any rights or interest provided in this Agreement for the protection of the Holders of a Mortgage; and provided further that should any Holder succeed by foreclosure of the Mortgage or deed in lieu thereof to the Developer's interest in the Property, it shall, notwithstanding the foregoing, be obligated to perform the following obligations of the Developer only to the extent that the same have not therefore been performed by the Developer: Sections 3.3 through 3.7; Sections 4.1 through 4.5; Sections 5.1. Said Holder, upon foreclosure or taking of a deed in lieu, shall have no obligations pursuant to this Agreement other than as specifically set forth in the foregoing sentence.

**Section 8.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the HRA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this

Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the HRA or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII.

**Section 8.4 No Additional Waiver Implied by One Waiver.** In the event of the occurrence of any Event of Default by either party, which Event of Default is thereafter waived by the other party, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed to waive any other concurrent, previous or subsequent Event of Default.

## **ARTICLE IX.**

### **ADDITIONAL PROVISIONS**

**Section 9.1 Conflict of Interests; Representatives Not Individually Liable.** No HRA officer who is authorized to take part in any manner in making this Agreement in his or her official capacity shall voluntarily have a personal financial interest in this Agreement or benefit financially there from. No member, official, or employee of the HRA shall be personally liable to the Developer, or any successor in interest, for any Event of Default by the HRA or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

**Section 9.2 Non-Discrimination.** The provisions of Minnesota Statutes Section 181.59, which relate to civil rights and non-discrimination, and any affirmative action program of the City shall be considered a part of this Agreement and binding on the Developer as though fully set forth herein.

**Section 9.3 Notice of Status and Conformance.** At such time as all of the provisions of this Agreement have been fully performed by the Developer, the HRA, upon not less than ten days prior written notice by the Developer, agrees to execute, acknowledge and deliver, without charge to the Developer or to any person designated by the Developer, a statement in writing in recordable form certifying the extent to which this Agreement has been performed and the obligations hereunder satisfied.

**Section 9.4 Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by mail, postage prepared, return receipt requested or delivered personally:

- (a) As to the HRA:  
Richfield HRA  
Executive Director  
6700 Portland Avenue South  
Richfield, MN 55423

(b) As to the Developer:

Twin Cities Habitat For Humanity (TCHFH)  
ATTN: Chad Dipman  
1954 University Ave West  
St Paul, MN 55104

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 9.4.

**Section 9.5 Provisions Not Merged With Deed.** None of the provisions of this Agreement is intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Section 9.6. Counterparts.** This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

**Section 9.7. Extensions.** Any extension to the Closing Date and/or extension of the completion date of the Improvements set forth in Section 4.3 that exceeds 6 months from the date agreed to in Section 3.4 and 4.3, respectively, must be approved by the HRA Board. HRA staff is authorized to extend the Closing Date to a date less than 6 months from the Closing Date agreed to in Section 3.4 and extend the completion date of the Improvements to a date less than 6 months from the completion date set forth in Section 4.3.



**IN WITNESS WHEREOF**, the HRA has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

**THE HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE CITY OF  
RICHFIELD, MINNESOTA**

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA       )  
  )   SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the Chairperson of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (HRA), a public body corporate and politic under the laws of Minnesota, on behalf of the HRA.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA       )  
  )   SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

\_\_\_\_\_  
Notary Public

## TWIN CITIES HABITAT FOR HUMANITY

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

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

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of Twin Cities Habitat for Humanity, a corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE AUTHORITY PROPERTY**

The South 60.00 feet of Lot 1, Block 3, "Fairwood Park", Hennepin County, Minnesota.

Reserving to County of Hennepin a permanent easement for highway purposes per Torrens Certificate of Title No. 1405418, over all that part of the above described tract which lies northerly of the following described line:

Beginning at the intersection of the west line of said Lot 1 and a line parallel with and distant 39.14 feet southerly of the north line of said Lot 1; thence easterly along said parallel line a distance of 92.15 feet; thence southeasterly, deflecting right 11 degrees 49 minutes 18 seconds a distance of 36.93 feet; thence easterly, deflecting left 5 degrees 40 minutes 48 seconds a distance of 6.87 feet to the east line of said Lot 1 and said line there terminating.

Reserving to County of Hennepin a permanent easement for utility purposes over all that part of the above described tract which lies southerly of the above described highway easement and northerly and northeasterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1 on an assumed bearing of South 0 degrees 23 minutes 31 seconds East a distance of 63.36 feet to the point of beginning of the line being described; thence North 62 degrees 50 minutes 33 seconds East a distance of 30.64 feet; thence South 89 degrees 31 minutes 04 seconds East a distance of 63.60 feet; thence South 77 degrees 41 minutes 45 seconds East a distance of 34.25 feet; thence South 24 degrees 32 minutes 05 seconds East a distance of 16.70 feet; thence North 89 degrees 36 minutes 31 seconds East a distance of 3.79 feet to the east line of said Lot 1 and said line there terminating.

Reserving to County of Hennepin the right to restrict all right of access, being the right of ingress to and egress from County State Aid Highway No. 53 over, under and across the land herein being conveyed.

Reserving to County of Hennepin all mineral rights in said land pursuant to Minnesota Statute Section 373.01.

## **EXHIBIT B**

### **LIST OF CONSTRUCTION PLAN DOCUMENTS**

- Contract for Development
- Concept Plans
- Site Plan

**EXHIBIT C**

**FORM OF QUIT CLAIM DEED**

STATE DEED TAX DUE HEREON: \$\_\_\_\_\_

Date: \_\_\_\_\_

FOR VALUABLE CONSIDERATION, Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota, Grantor, hereby conveys and quit claims to Twin Cities Habitat for Humanity, a non-profit corporation under the laws of the State of Minnesota, Grantee, real property in Hennepin County, Minnesota, described as follows:

The South 60.00 feet of Lot 1, Block 3, "Fairwood Park", Hennepin County, Minnesota.

This deed is subject to the terms and provisions of that certain Contract for Private Development between Grantor and Grantee (the "Contract", dated \_\_\_\_\_, 2022, recorded \_\_\_\_\_, 2022, in the office of the Hennepin County Recorder as Document No. \_\_\_\_\_. Specifically, pursuant to Section 3.12 of the Contract, the Grantee agrees to convey the Property and Improvements to a Qualified Buyer (as that term is defined in the Contract). The Grantee must obtain the Grantor's prior approval of the terms and conditions of the purchase agreement with the Qualified Buyer, and the agreement terms and conditions must be consistent with the terms of the Contract.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances.

A well disclosure certificate accompanies this document.

Affix Deed Tax Stamp Here

*HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF RICHFIELD*

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA

} ss.

COUNTY OF HENNEPIN

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Mary B. Supple, the Chairperson of the Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of Minnesota, on behalf of the corporation, Grantor.

---

SIGNATURE OF PERSON TAKING

**ACKNOWLEDGMENT**

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RAK)

STATE OF MINNESOTA

} ss.

COUNTY OF HENNEPIN

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Executive Director, of Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

---

SIGNATURE OF PERSON TAKING

**ACKNOWLEDGMENT**

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RAK)

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

This instrument drafted by:  
Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402

## EXHIBIT D

### FORM OF CERTIFICATE OF COMPLETION

The undersigned hereby certifies that \_\_\_\_\_, has fully and completely complied with its obligations under Article V of that document entitled "Contract for Private Development", between the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota and \_\_\_\_\_ dated \_\_\_\_\_, filed \_\_\_\_\_ as Document No. \_\_\_\_\_ with respect to the construction of the approved construction plans at \_\_\_\_\_, legally described as \_\_\_\_\_ and is released and forever discharged from its obligations to construct under such above-referenced Article.

DATED: \_\_\_\_\_

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND  
FOR THE CITY RICHFIELD

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the Chairperson of the Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota on behalf of the public body corporate and politic.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

Notary Public

This instrument was drafted by:

Richfield Housing and Redevelopment Authority  
6700 Portland Ave S  
Richfield, MN 55423



I was shocked to get the letter about your open house on Sunday March 6 only 4 days before the date of March 10.

I am very concerned with a possibility of having a home built next door to me. I deal with a disability called chemical sensitivity where I am very sensitive to chemicals, perfumes, gas products along with many other personal care products. This happened after I was hurt from being a flight attendant for 22 yrs ingesting smoke, gas products, de-icing chemicals along with other cleaning products used on the airplane. These chemicals affect my voice, brain and my whole immune system. I have a genetic problem where I don't detoxify. To have diesel trucks coming to dig the foundation of the house would be very hard on me.

I use my porch which is on the north side of my home to air out things. This would be right next door to where you would be building. To have the garage next to the screened porch would not be good as the exhaust from the cars would filter into my porch. Summer is the time when I have friends over so we can visit outside. People can't come into my home unless they are completely scent-free. Plus we have had 2 yrs with covid restrictions. I can't imagine all summer where I can't be out enjoying my friends because of the smells of exhaust that you would be making with the trucks coming & going. The house that was on this lot before had the garage closet to 66<sup>th</sup> St. That could help with the car fumes.

They will be taking down a house at the end of our block and building a new home this spring and that will cause more exhaust and chemical fumes. It will be too much for me with that house and building a house next to me.

Also I've been dealing with a concussion from a car accident from Feb 2020 and have not been able to drive. So I can't just get in my car and leave when the chemicals get too strong.

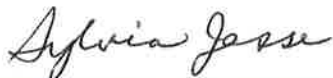
It doesn't make sense to have taken out the house that use to be next door because of widening 66<sup>th</sup> St along with 17 other homes and now building a new home to put back in the same spot.

The lot line needs to be corrected from what your survey company found.

You would need to provide me with 3 special heap filter machines for my home in order to help with all the fumes that can come in.

Please don't build this home next to me and try to find another lot as I would have an extremely difficult time dealing with the construction.

Thank you for your consideration of my request.

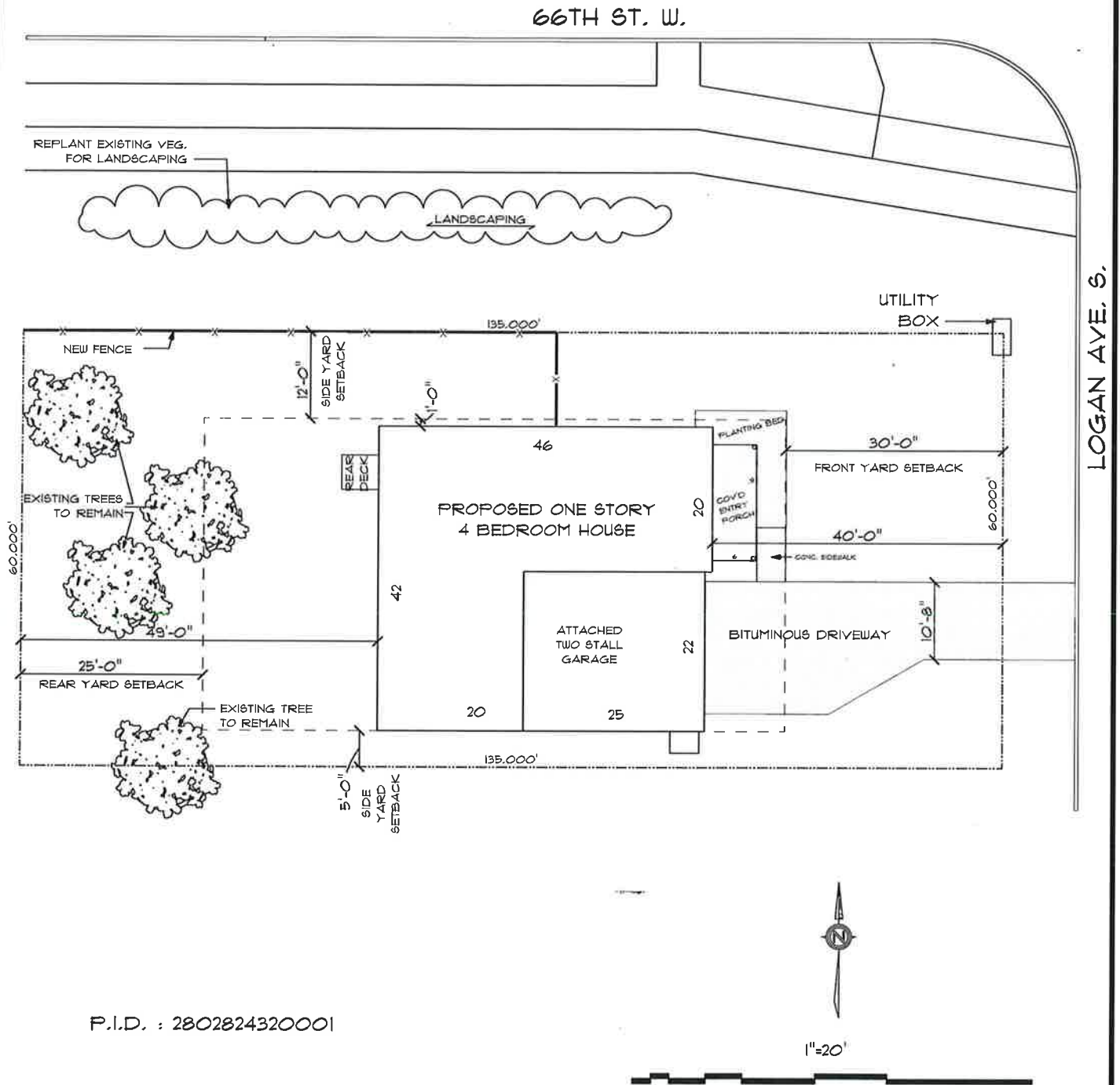


Sylvia Jesse  
6612 Logan Ave. So. 612-861-5480  
Richfield



**NOTE:**

SITE PLAN AND MODEL ARE PROPOSED,  
SOIL CONDITIONS, EXISTING SITE CONDITIONS,  
AND LOCATION OF NEIGHBORING HOUSES MAY  
ALTER SITE PLAN AND/OR MODEL TYPE



1954 UNIVERSITY AVE. W.  
ST. PAUL, MN 55104

OFFICE: 651-207-1700  
FAX: 651-641-8641

**PROPOSED SITE PLAN**

SINGLE FAMILY DWELLING SITE: 1741  
MODEL: 30R4-2 V.3 U.D.  
6600 LOGAN AVE. S.  
RICHFIELD, MN 55423

DRAWN BY: M. RICE

CHECKED BY: N. KELLER

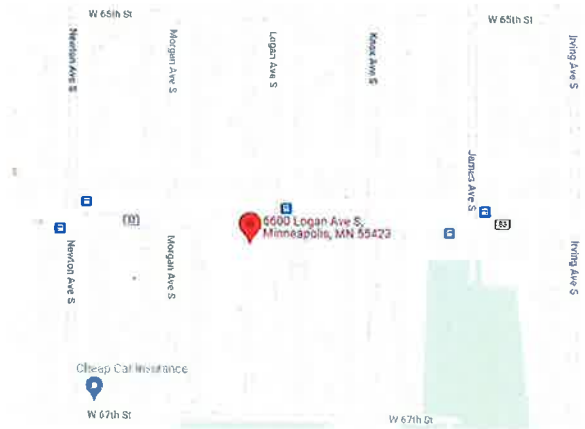
DATE: 2-28-22

PLOT DATE: 3/10/2022

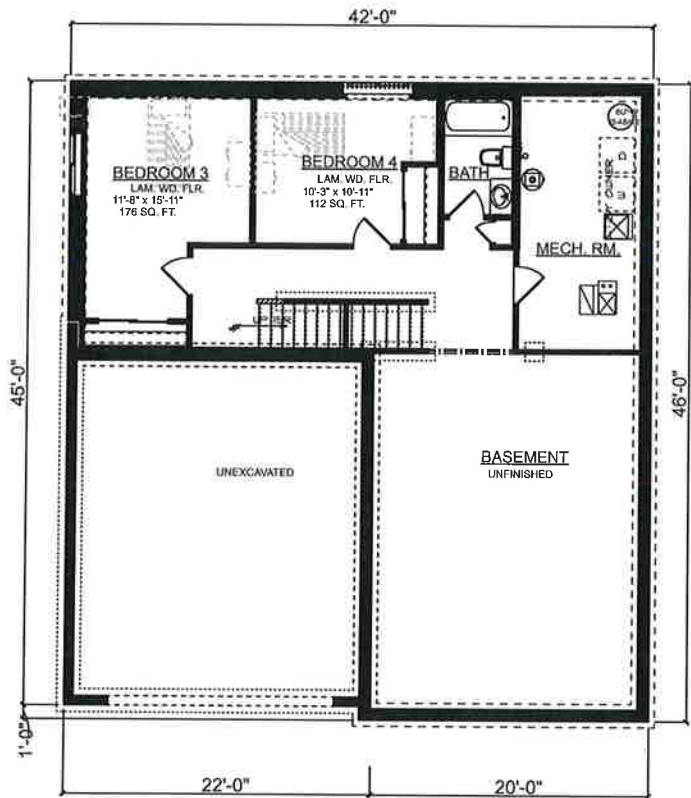




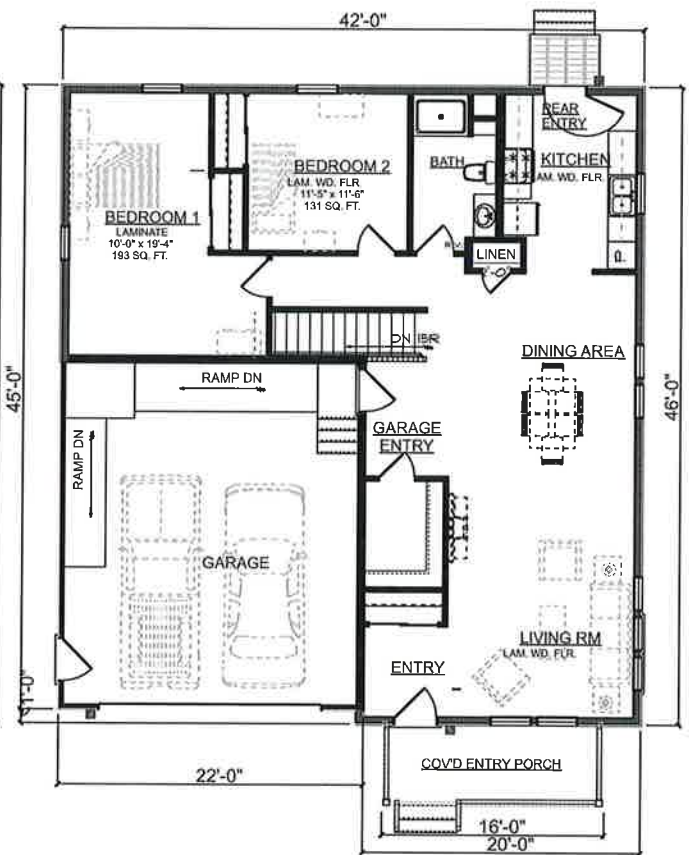
RENDERING MAY NOT REFLECT ACTUAL  
CONSTRUCTED HOUSE



SITE MAP



FOUNDATION PLAN



FIRST FLOOR PLAN



1954 UNIVERSITY AVE. W.  
ST. PAUL, MN 55104

OFFICE: 651-207-1700  
FAX: 651-641-8641

**SINGLE FAMILY DWELLING  
MODEL: 30R4-1.75 U.D.  
ATTACHED 2-STALL GARAGE**

**6600 LOGAN AVE. S.  
RICHFIELD, MN 55423**

BASEMENT FINISHED SQ. FT. = 535  
BASEMENT UNFINISHED SQ. FT. = 849  
**FIRST FLOOR FINISHED SQ. FT. = 1,384**

\*TOTAL FINISHED SQ. FT. = 1,919  
\*Finished area calculated from outside edge of walls

**TOTAL SQ. FT. = 2,768**  
(INCLUDES UNFINISHED BASEMENT)  
GARAGE AREA SQ. FT. = 540