



Carver County Community Development Agency

Board of Commissioners Packet

November 16, 2023

5:00 p.m. - Regular Meeting

CDA Office, 705 N. Walnut Street, Chaska





**CARVER COUNTY CDA
BOARD OF COMMISSIONERS**

Agenda

Meeting Date: November 16, 2023

5:00 pm

CDA Boardroom, Chaska, MN

1. Call To Order and Roll Call

2. Audience

Anyone wishing to address the CDA Board on an item not on the agenda, or an item on the consent agenda, may notify Ellie Logelin (elliel@carvercda.org or 952-448-7715) and instructions will be given to participate during the meeting or provide written comments. Verbal comments are limited to five minutes.

3. Approval of Agenda and Meeting Minutes

A. Approval of Meeting Minutes – October 19, 2023 Regular Meeting

4. Consent Agenda

A. Approval of November 2023 Dashboard

B. Approval of Write-Off of Past Tenant Balances for October 2023

C. Approval of Record of Disbursements – October 2023

D. Approval of the 2024 Contract with NextStage for Carver County Entrepreneur Development and Support Program

E. Approval of the CDA's 2024 Participation in MHFA MCPP

5. Regular Agenda

A. Approval of Earned Sick and Safe Leave Policy

B. Approval of Updated Personnel Policies

C. 7600 Victoria Blvd Property Appraisal – Close Meeting

D. Approval of Purchase Agreement for 7600 Victoria Blvd Victoria

6. Information

John Fahey, Carver County Commissioner

Nick, Koltavy, Assistant County Administrator Carver County

E. Adjournment

For More Information, call 952-448-7715

Carver County CDA Board meeting agendas are available online at:

<https://www.carvercda.org/about-ccda/board-of-commissioners/>

Next Meeting:

CDA Board of Commissioners Regular Meeting

December 21, 2023, at 5:00 pm

Carver County CDA Boardroom, 705 N Walnut St Chaska, MN 55318



Board of Commissioners

Meeting Minutes

Meeting Date: October 19, 2023

5:00 pm

CDA Boardroom, Chaska, MN

Board Chair Carlson called the meeting to order at 5:00 p.m.

COMMISSIONER ROLL CALL:

		Present	Absent
Chair	Sarah Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair	Molly Koivumaki	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secretary/Treasurer	Darrel Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner	Adam Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner	Greg Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CDA Staff in attendance:

Executive Director	Julie Frick
Director, Finance	Karen Reed
Director, Housing	Shanika Bumphurs
Director, Economic Development	Chuck Swanson
Office Administrator	Ellie Logelin

Others in attendance:

John Fahey, Carver County Commissioner
 Nick Kuktavy, Assistant County Administrator Carver County
 Elise Durbin, Assistant City Administrator – City of Chaska

AUDIENCE

No audience members addressed the board.

Nick Kuktavy joined the meeting at 5:01 p.m.
 Elise Durbin left the meeting at 5:24 p.m.

APPROVAL OF AGENDA AND MEETING MINUTES

23-39 Approval of Agenda and Meeting Minutes

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the agenda for the October 19, 2023, Regular CDA Board meeting be approved as written.

BE IT FURTHER RESOLVED by the Carver County Community Development Agency Board of Commissioners that the minutes for the August 17, 2023, Regular meeting be approved as written.

Motion: Anderson

Second: Teske

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Teske
Anderson



CONSENT AGENDA

23-40 Approval of the September 2023 Dashboard

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the September 2023 Dashboard is approved as written.

23-41 Approval of the October 2023 Dashboard

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the October 2023 Dashboard is approved as written.

23-42 Approval of Write-Off of Past Tenant Balances for August 2023

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the Write-Off of Past Tenant Balances for August 2023 is approved as written.

23-43 Approval of Record of Disbursements – August 2023

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the August 2023 Record of Disbursements is approved as written.

23-44 Approval of Record of Disbursements – September 2023

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the September 2023 Record of Disbursements is approved as written.

23-45 Approval of Increase in Purchase Price for 856 Arboretum

WHEREAS, pursuant to the laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.001 through 469.047 (the “Act”), the Carver Community Development Agency (the “Agency”) desires to purchase 856 Arboretum Boulevard, Victoria, Minnesota.

WHEREAS, on this 19th day of October 2023, there has been presented to the meeting of the members of the CDA a proposal for the CDA to purchase an additional rental unit at a not to exceed amount of \$330,000.

WHEREAS, the Agency has the desire to purchase 856 Arboretum Boulevard in Victoria as another affordable rental option within the community.

WHEREAS, the Agency is working with Carver County to draft a Memorandum of Understanding to outline terms for future sale of 856 Arboretum Boulevard at future date for purposes of a roadway project.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Carver County Community Development Agency as follows:

1. That the Executive Director is hereby authorized to execute and deliver a purchase agreement in a not to exceed amount of \$330,000, to purchase said Property on behalf of the Agency, subject to agreement on a Memorandum of Understanding with Carver County and the final approval of the Executive Director.

2. That the Executive Director is hereby authorized to execute a Memorandum of Understanding with Carver County regarding a future sale of said Property.

Motion: Sudheimer

Second: Anderson

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REGULAR AGENDA

APPROVAL OF AN INCREASED NOT TO EXCEED FOR PROCUREMENT AT RURAL DEVELOPMENT PROPERTIES

23-46 Approval of an Increased Not to Exceed Amount for the Rural Development Unit Rehabs
Julie Frick presented.

WHEREAS, the Carver County Community Development Agency (herein called the CDA) has accepted a Best Value bid for the unit rehab work at Hilltop I, II and Mayer Elderly;

WHEREAS, the CDA purchased Hilltop I, II and Mayer Elderly in 2021 with outlined work that needed to be completed as part of the purchase under a Capital Needs Assessment (the “Improvements”); and

WHEREAS, the CDA board has authorized a loan from the CDA to the property for the Improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of CDA that the Contracting Officer or his/her designee be authorized to increase the amount of not to exceed to \$1,570,000.

Motion: Anderson

Second: Teske

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2023 CGPI PRE-DEVELOPMENT APPLICATION FOR THE CITY OF MAYER OLD CREAMERY PROJECT

23-47 Approval of Pre-Development Application
Chuck Swanson presented.

WHEREAS, the Carver County Community Development Agency (CDA) established a Community Growth Partnership Initiative program (Initiative) in 2016 to assist Carver County cities with redevelopment goals and promote the development of affordable housing; and

WHEREAS, the Initiative program has an approved budget of available grant funds of \$400,000 for the fiscal year ending December 31, 2023; and

WHEREAS, Carver County cities and townships can apply up to \$100,000 per community development project (through one or a combination of projects per local government) and up to \$7,500 per pre-development grant (one per local government);

WHEREAS, the CDA received one pre-development grant application for the month of October 2023; and

WHEREAS, the CDA staff reviewed the application based upon the threshold and grant guidelines;

WHEREAS, the CDA staff recommends approving one pre-development grant application; and

NOW, THEREFORE, BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners as follows:

That the following projects be awarded upon the grantees meeting program guidelines, and entering into grant agreements with the CDA, in form and content acceptable to the Executive Director of the CDA; and

APPLICANT	PROJECT	GRANT SOURCE	FUNDING AMOUNT
City of Mayer	Old Creamery Building	Pre-Development	\$7,500

Motion: Teske

Second: Anderson

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CARVER COUNTY COMMUNITY LAND TRUST – CHASKA YARDS REDEVELOPMENT AGREEMENT

23-48 Approval of Redevelopment Agreement with City of Chaska

Chuck Swanson presented.

WHEREAS, the Carver County Community Development Agency (CDA) established a Community Growth Partnership Initiative program (Initiative) in 2016 to assist Carver County cities with redevelopment goals and promote the development of affordable housing; and

WHEREAS, the Carver County Community Development Agency (CDA) runs the Carver County Community Land Trust (CCCLT) which seeks to provide permanently affordable homeownership options in Carver County; and

WHEREAS, the City of Chaska and the CDA have partnered together to preserve one unit and develop three new units of permanently affordable housing in the City’s historic downtown area; and

WHEREAS, funding has been received from a number of sources for gap financing in order to bring these units into the CCCLT portfolio; and

WHEREAS, the City of Chaska Heritage Preservation Commission, the City of Chaska Planning Commission, and the City of Chaska City Council have approved the final plat for development.

WHEREAS, the CDA staff recommends entering into a Redevelopment Agreement with the City of Chaska;

NOW, THEREFORE, BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners as follows:

The CDA Board of Commissioners will enter into a new Amended and Restated Purchase and Redevelopment Agreement with the City of Chaska.

Motion: Teske

Second: Anderson

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4100 PEAVEY ROAD OFFICE BUILDING

Julie Frick and Chuck Swanson presented information on the office building at 4100 Peavey Road in Chaska, MN.

INFO Carver County update

Carver County Assistant County Administrator Kuktavy provided an update.

- A. Extended a ‘Thank you’ to Allison Streich for coming to the County Board Meeting for the Housing Trust Fund.

Carver County Commissioner Fahey provided an update.

- A. The County is currently in their Budget Cycle which runs into December 2023.
- B. The County’s conversation on Cannabis has been moved from the week of 10/30/2023 to later this year.
- C. Changes in Sales Tax went into effect 10/01/2023.
- D. The License Center is working to adjust costs in order to break even or generate revenue in 2024.

INFORMATION

Humanity Alliance is looking to expand. The CCCDA is potentially interested in acquiring this parcel. This could be brought back to the Board in November 2023.

Commissioners will receive evaluation forms in the mail or via email. A salary survey will be conducted by Human Resources (Janette Meyers). Evaluation forms and surveys need to be completed in November 2023.

Allison Streich presented on the Housing Trust Fund at the County Work Session this month. Board Chair Carlson, Commissioner John Fahey and Nick Kuktavy extended their gratitude.

ADJOURNMENT

23-49 Adjournment

BE IT RESOLVED that the Carver County Community Development Agency Board of Commissioners hereby adjourns until Thursday, November 16, 2023.

Motion: Anderson

Second: Teske

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

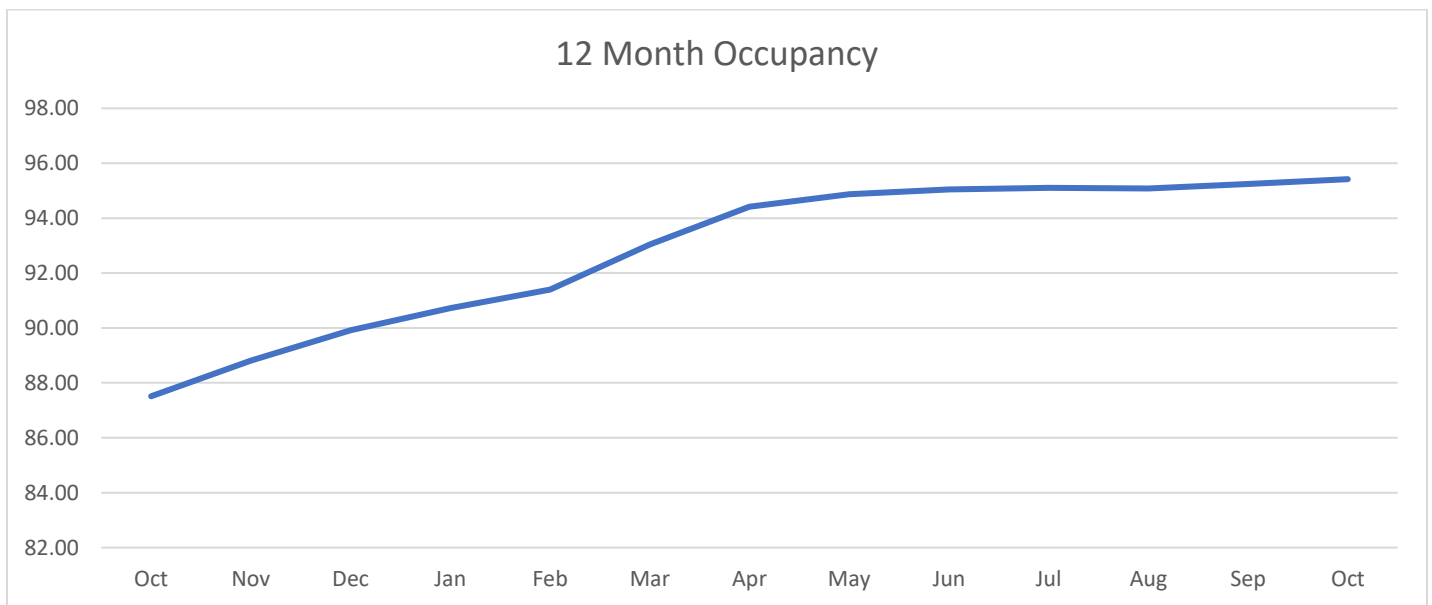
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Koivumaki	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sudheimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The CDA Board meeting adjourned at 6:18 p.m.

HOUSING UPDATES

HOUSING OCCUPANCY

	Workforce	Senior	Total
# Units	395	339	734
# Leased	387	320	707
Occupancy Rate	98%	94%	96%



The 12 Month Occupancy Report includes 16 vacant units at Hilltop/Mayer, that will not be leased until they are rehabbed

2023 Capital Improvements in Process

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ol style="list-style-type: none"> Brick and concrete repairs around entire building. Hallway Lighting Replacement 	<ol style="list-style-type: none"> Waiting for bids, a vendor will be selected based on Best Value Pricing. This will be an in-house project, there were no rebates available for installation, but a rebate was available for the actual lighting. Project to be completed by January 2024.
Bluff Creek	<ol style="list-style-type: none"> Deck Vestibule flooring 	<ol style="list-style-type: none"> Working with city on permits and final specs Completed

Centennial	<ol style="list-style-type: none"> 1. Fire Alarm Panels 2. Lighting Upgrades 	<ol style="list-style-type: none"> 1. Scheduled for installation the 1st week of January 2024. 2. Upgrading interior lights to LED.
Crossings	<ol style="list-style-type: none"> 1. Roof Replacement 2. Entryway Concrete Replacement 	<ol style="list-style-type: none"> 1. The roof has been laid, waiting on the sheet metal for roof perimeter. 2. Contract is signed, work expected to start in mid-November.
Hilltop/Mayer	<ol style="list-style-type: none"> 1. Property Transition and Rehab 2. Signage 3. Wall Heaters 4. Emergency Lighting Upgrades 5. Windows 	<ol style="list-style-type: none"> 1. Several vacant units have been completed, started to work in occupied units. Expected completed is still 2024. 2. Signage completed, see photos. 3. Wall Heaters replaced in all entryways. 4. Emergency lighting upgrades completed at Mayer. 5. Mayer Windows installation has started, expected to be completed in mid-November.
Oak Grove	<ol style="list-style-type: none"> 1. Concrete Work: Sidewalks, Catch Basin, and Entry 	<ol style="list-style-type: none"> 1. Work was completed mid-October.
Lake Grace	<ol style="list-style-type: none"> 1. Water Softener Installation 2. Parking Lot Repairs 	<ol style="list-style-type: none"> 1. Buildings B, C, and D are now completed. Building A will be completed the week of 11/6. 2. Project being pushed to 2024.

Mayer and Hilltop Updated Signage:



Mayer Updated Windows:



Mayer Updated Units:



Hilltop Updated Units:



Staffing News:

- We welcomed two new Caretakers in October and early November: Anthony for Centennial Hill and Billy for Waybury.
- We are actively looking to fill the following positions: (1) Property Manager and (2) Caretakers.

Miscellaneous News:

- Trail's Edge South celebrated it's 1-year anniversary on November 1, 2023!!
- Management is preparing for updated Tenant Landlord Law Changes set to take effect in January of 2024. The preparation will include changes to several day-to-day operational processes and procedures.
- Property Budgets have been completed!
- Shanika and Allison continue to work with Yardi on the implementation of Yardi Maintenance IQ.
- Spruce had little to no findings for their MN Housing Inspection.

SPECIAL PROGRAMS			
Program	Grant Term	# Units Under Contract	% Under Contract
Bridges	7/1/23-6/30/25	13	100%
Bridges RTC	7/1/23-6/30/25	2	100%
Housing Trust Fund	10/1/23-9/30/25	15	94%
CoC PSH	8/1/23-7/31/24	14	93%

Resident Services

Presentations (2023)

Agency	Property	Number of Residents
SW Transit	Waybury	9
	Centennial	17
River Valley Health Services	Waybury	12
WeCAB	Waybury	7
	Centennial	19
CAP Agency	Waybury	15
	Centennial	3
	Oak Grove	10
	Crossings	14
	Trail's Edge	11/16/23
Medicare Update	Waybury	13
	Centennial	7
	Oak Grove	3
	Crossings	21

2023 YTD:

# of appointments	# of residents/clients	Mobile food shelf participants	Energy Assistance Program Application assistance
32	38	Waybury-26 Centennial-3 Crossings-4 Brickyard-4 Trail's Edge-5	29 new

CDA SERVICES BY COMMUNITY

The table below lists the main CDA services and number of participants or units for each Carver County Community. Numbers are year to date (or are noted accordingly).

	Metro HRA Housing Choice Vouchers	CDA Affordable Rental Units	CDA Subsidized Rental Units	CDA Rental Assistance Participants	Septic Loans and Grants	Community Growth Partnership Initiative (awards since 2016) plus outstanding Business Loan Funds	Entrepreneur Support Program (Thru Q4 2021)	Land Trust Units	Housing Rehab (single family and multifamily rental)	Commercial and Mixed-Use Rehab
Carver	17	9	9	6		3	3			
Chanhassen	45	59	20	2		5	3			
Chaska	145	183	174	24		3	9	27	2	
Cologne			3	2		1	5	1		
Hamburg										
Mayer			10					1		
New Germany				1		4				
NYA	3	47	10	1		3	5		3	7
Victoria		3	3			4	4	1		
Waconia	13	119	51	7		2	4	9		
Watertown	2		34			4	2	1	7	9
Townships					17	1				
Other							1			
TOTAL	225	420	314	43	17	30	36	40	12	16

FINANCE

FINANCE

		October 2023 YTD Actual	October 2023 YTD Budget	Variance
CDA	Revenue	12,800,550	12,420,176	380,374
	Expenses	8,602,832	9,183,397	580,565
	Cash Balance	7,600,094		

		October 2023 YTD Actual	October 2023 YTD Budget	Variance
Properties	Revenue	6,517,637	6,419,964	97,673
	Expenses	4,162,779	4,306,752	143,973
	Cash Balance	2,801,326		

Revenue Recapture collected through October

Note-Write-off amounts and collected amounts may not be from the same year.

Property:	Written off:	Collected:	Notes:
Lake Grace	\$5,393	\$836	
Carver Homes	\$20,592	\$14,967	
Bluff Creek	\$ 21		
Oak Grove			
Hilltop	\$17,252		
Centennial	\$1,289		
Crossings	\$7,724		
Waybury	\$650		
Windstone	\$52,315	\$921	
Total:	\$105,236	\$16,724	

Other Finance updates

Consolidated YTD revenues for the CDA through October were \$12,800,550 and expenses were \$8,602,832. **Net Operating Income was \$4,197,718, 30% over budget.** YTD Revenues for the properties were \$6,517,637 and expenses were \$4,162,779. **Net Operating Income was \$2,354,858, 11% over budget.**

COMMUNITY & ECONOMIC DEVELOPMENT

COMMUNITY LAND TRUST (CCCLT)

Total Units	41
Total resales YTD	2
# of families helped	74
Waiting list	2
Acquisition this month	-
Funding amount by source for current acquisitions	N/A
Community	N/A

Notes:

Vacant Lot at 413 Franklin Ave NE, Watertown, applied for funding in 2023

Chaska Yards (Ernst/Ess Project) Construction/Rehab phase. Start fall 2023, complete fall 2024.

BUSINESS DEVELOPMENT - NEXTSTAGE

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total 2023
Total Carver County Clients Assisted	15	12	12		39
# of Financing Events	3	-	2		5
Total Financing/Investment	\$111,000	-	\$170,000		\$281,000
New Business Starts	-	-	-		
Business Expansions	-	-	2		2
New FT Jobs	-	-	2		2
New PT Jobs	-	-	3		3

MINNESOTA CITIES PARTICIPATION PROGRAM (MCP) –

2023 allocation is \$1,943,009 (increase of 9.4% from 2022). Numbers through September, 2023

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	19	\$4,529,752	233%
Additional Start-up loans	7	\$2,288,084	N/A
Step up loans	19	\$5,684,301	N/A
Down payment assistance		\$356,150	N/A
TOTALS	45	\$12,502,137	N/A

COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)

Open Grants:

Year	Grant	City	Project	Budget
2020	Comm. Development	CDA – Carver	103 Unit Senior Workforce Hsg	\$85,000
2020	Comm. Development	CDA – Chaska	Ernst House Rehab	\$85,000
2021	Comm. Development	CDA – Chaska	Ernst House Rehab	\$92,500
2022	Pre Development	Mayer	Old Firehall	\$7,500
2022	Pre Development	Chaska	Sewer Feasibility	\$7,500
2023	Pre Development	Laketown	Sewer Feasibility	\$7,500
2023	Pre Development	Norwood Young Am	Housing Study	\$7,500
2023	Pre Development	Chanhassen	Downtown Guideline	\$7,500
2023	Pre Development	New Germany	Sewer Feasibility	\$7,500
2023	Pre Development	Waconia	Waterford Assoc.	\$7,500
2023	Comm. Development	Mayer	Old Firehall	\$90,000
2023	Comm. Development	Carver	Mizzy's Pizza	\$90,000
2023	Comm. Development	Watertown	Watertown Wareho	\$90,000
2023	Comm. Development	Waconia Township	Sovereign Estates	\$90,000

SEPTIC / WELL LOAN PROGRAM (SSTS)

	2024 new assessments	Underway (anticipated 2024 assessment)	2023 Paid Off	Total active assessments
Applications	5	13	1	57

ECONOMIC DEVELOPMENT (social media)**FACEBOOK choosecarvercounty**

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total 2023
Facebook Reach	94	3,982	1,091		
Facebook Visits	87	422	341		
Facebook Page new likes	2	31	13		

CHOOSECARVERCOUNTY.COM

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total 2023
Page Views	-	-	-		
Average Engagement	-	-	-		
Top 3 Pages	-	-	-		

CHOOSECARVERCOUNTY.COM OFFICIALLY WENT LIVE OCTOBER 2ND, 2023!

ADMINISTRATIVE/OTHER ITEMS OF INTEREST



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 4B

DEPARTMENT: Housing

FILE TYPE: Regular Consent

TITLE: Approval of Write-Off of Past Tenant Balances for October 2023

PURPOSE/ ACTION REQUESTED: Approve write-off of Past Tenant Balances

SUMMARY: The Carver County CDA's policy is to write off past tenant balances that have been submitted to MN Revenue Recapture and was approved by the CDA Board. When a past tenant moves out with a balance, the tenant has 10 business days to contact the CDA to either pay the balance in full or set up a repayment agreement. If the past tenant does not contact the CDA, the balance due is submitted to MN Revenue recapture. The CDA will "write-off" the past balance in Yardi once it has been submitted to MN Revenue Recapture. Any former resident that has been submitted to MN Revenue Recapture due to that past balance will remain there until such time as that balance is paid or the six-year statute of limitations has passed.

RECOMMENDATION: Staff recommend approval of the write-off of past tenant balances.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners that the Past Tenant balance for October 2023 is hereby approved to be written off.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Past tenant balances

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Shanika Bumphurs, Director of Property Management

Author: Allison Streich, Deputy Director

Tenant Unpaid Charges

Status = Past

Property Code	Unit Code	Tenant Status	Charge Type	Current Owed	Amount Paid
lakegrc					
Resident 1					
	B20	Past	LATE	\$500.00	
	B20	Past	PARKRENT	\$479.00	
	B20	Past	RENT	\$4,123.97	\$1,091.03
Total For Resident 1				\$5,102.97	\$1,091.03
windstn					
Resident 2					
	W110519	Past	CLEAN	\$270.00	\$0.00
	W110519	Past	DAMAGE	\$699.96	\$365.04
Total For Resident 2				\$969.96	\$365.04

Property	Charge Type	
windstn		
	CLEAN	\$270
	DAMAGE	\$699.96
	windstn	\$969.96
lakegrc		
	LATE	\$500.00
	PARKRENT	\$479.00
	RENT	\$4,123.97
	lakegrc	\$5,102.97
	Grand Total	\$6,072.93



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 4C

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE: Approval of Record of Disbursements - October 2023

PURPOSE/ ACTION REQUESTED: Approve Record of Disbursements for October 2023

SUMMARY: In October 2023, the Carver County Community Development Agency (CDA) had \$985,076.33 in disbursements and \$154,188.32 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION: Staff recommends approval of the Record of Disbursements for October, 2023.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the October 2023 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursement - October 2023

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment

Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Karen Reed, Director of Finance

Author: Karen Reed, Director of Finance

**Carver County CDA
Record of Disbursements
For the Month of October 2023**

	Date	Amount		Total
Carver Homes	10/04/23	\$868.53		
	10/11/23	\$31,989.20		
	10/19/23	\$57,174.26	(1)	
	10/24/23	\$14,935.76		
				\$104,967.75
CDA	10/04/23	\$86,868.26	(2)	
	10/11/23	\$60,922.99		
	10/19/23	\$39,574.44		
	10/24/23	\$105,958.10	(3)	
				\$293,323.79
Properties	10/02/23	\$109,325.31	(4)	
	10/10/23	\$252,573.80	(5)	
	10/17/23	\$92,352.93		
	10/24/23	\$526,505.54	(6)	
				\$980,757.58
Total October 2023 Disbursements				<u>\$1,379,049.12</u>
October 2023 Payroll				
	10/11/23	\$76,934.38		
	10/25/23	\$77,253.94		
				<u>\$154,188.32</u>

Disbursement detail is available in the Finance Office

- (1) **Robb's Electric - \$24,000 - balance on Parking Lot and Walkway Project - Spruce Apts
Holmlund Masonry - \$24,000 - tuckpointing - 622 1st St, 202 Walnut , Chaska**
- (2) **Terracon Consultants - \$11,700 - pre-development Carver Place
HART - \$16,800 pension contribution**
- (3) **Carver County - \$37,000 - Health, Dental Life
Clear interfunds - CDA to Properties - \$24,600**
- (4) **Guanty Title - \$61,600 Trail's Edge - operating funds used at loan closing**
- (5) **US Bank - \$34,000 debt service - Waybury
Carver County - \$115,000 2nd half PILOT**
- (6) **interfund clearing to CDA and inter-property - \$496,000**



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 4D

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular Consent

TITLE: Approval of the 2024 Contract with NextStage for Carver County Entrepreneur Development and Support Program.

PURPOSE/ ACTION REQUESTED: Approve the 2024 contract with NextStage

SUMMARY: The CDA contracts with NextStage to fund programming to support entrepreneurs and small businesses. The purpose is to provide an economic development service that would cover all cities and businesses in Carver County free of charge and would be paid for by the CDA. This contract has been renewed annually and the most recent contract was entered into in November 2022 for services in 2023 in the amount of \$50,000. As part of the contract, the CDA will receive quarterly updates detailing inquiries, hours of technical assistance, amount of direct and leveraged financing, jobs created, types of businesses and more. Marketing of the program is done by the CDA, NextStage and the cities. The proposed contract amount for 2024 is \$55,000.

RECOMMENDATION: Approval of the 2024 Contract with NextStage

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

WHEREAS, the Carver County Community Development Agency (formerly, the Carver County Housing and Redevelopment Authority, the “Agency”) is duly organized and existing under the laws of the State of Minnesota, including Laws of Minnesota for 1980, Chapter 482, as amended (the “Special Law”); and

WHEREAS, the Agency is authorized to enter into contracts for purposes of economic development under Minnesota Statutes, section 469.101 Subd. 5; and

WHEREAS, the Carver County Board of Commissioners has identified economic development and job creation as one of its strategic goals for Carver County and to work with the Carver County CDA to achieve the stated goal; and

WHEREAS, the Carver County CDA wishes to retain an entity with the capacity to assist it with providing small business technical assistance to existing businesses and those parties interested in opening a new or expanding business in Carver County; and

WHEREAS, NextStage has proven itself as competent to provide the services required to administer and carry out the required services for a Carver County Entrepreneur Development and Support Program on behalf of the Carver County CDA and its cities in Carver County; and

WHEREAS, NextStage is proposing a contract with the CDA beginning January 1, 2024 through December 31, 2024 for a contractual fee of \$55,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Carver County Community Development Agency as follows:

1. The contract for services between the Carver County CDA and NextStage for the Carver County Entrepreneur Development and Support Program from the period of January 1, 2024 and ending December 31, 2024 is hereby approved and the CDA Executive Director is directed to execute the required contractual agreements.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

NextStage 2024 contract

BOARD GOALS

- Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Chuck Swanson, Director of Community and Economic Development
Author: Chuck Swanson, Director of Community and Economic Development

**Contract for Services
Between Carver County Community Development Authority
and
NextStage
for the
Carver County Entrepreneur Development and Support Program**

THIS AGREEMENT is made and entered into as of the ____th day of November, 2024, between **Carver County Community Development Authority** (herein called “CDA”) and **NextStage**, (herein called “NextStage”).

WHEREAS, CDA wishes to retain an entity with the capacity to provide small business technical assistance and access to capital to existing Carver County businesses, Carver County residents and those parties interested in opening, improving, or expanding a business in Carver County (the “Initiative”) and

WHEREAS, NextStage has represented itself as competent to provide the services required to administer and carry out the Initiative; and

WHEREAS, CDA wishes to engage NextStage to provide said services necessary to carry out the Initiative;

NOW THEREFORE, it is agreed between the parties hereto that;

TIME OF PERFORMANCE

The service to be provided by NextStage shall commence upon the first day of January, 2024, and shall terminate 12 months from that date. All services, documents, and information to be furnished or performed by NextStage in order to carry out the Initiative shall be furnished or performed as promptly as possible, and with the fullest due diligence.

COMPENSATION

CDA shall provide NextStage up to \$55,000 for a one-year period (the Contract Amount) to manage the Carver County Entrepreneur Development and Support program. The Contract Amount shall be split into 2 equal installments, \$27,500 due and payable on or about January 1st, 2024, and the balance Invoiced and payable on or about August 1, 2024.

SCOPE OF SERVICES

NextStage will use the Contract Amount to provide technical assistance and access to capital to existing Carver County businesses, Carver County residents and those parties interested in opening a business in Carver County. (See **Exhibit A** Scope of Services- Carver County Entrepreneur Development and Support Program).

REPORTING

NextStage will submit the required reports quarterly. Items to be reported on include, but are not limited to, the following:

- Number of inquiries, entrepreneurs and businesses served

- Hours of technical assistance provided
- City/Township of resident or business
- Types of businesses served or proposed
- Stage of Client Ventures (Pre-start Planning, Start-up, Existing-Opportunity, Existing-Challenged)
- Type, number and amount of direct and leveraged financing
- Jobs created and jobs retained as a result of assistance/financing
- NextStage can collect and report certain Aggregate Demographic information on entrepreneurs served- such as gender, ethnicity and household income- at the CDA's request.

Client confidentiality being a core component of the service model, NextStage will not typically report specific client/business information in its regular reporting. However, where approved by the client, will produce profiles of successful clients for publication dissemination and media release.

The reporting schedule is as follows:
 January – March, report due April 30th
 April – June, report due July 31st
 July – September, report due October 31st
 October – December, report due January 31st

PERSONNEL

NextStage represents that it has, or will secure, at its own expense, all personnel required in performing the services to carry out the Initiative. Such personnel shall not be employees of or have any contractual relationship with the Carver County CDA. No tenure or any other rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation pay, severance pay, or any other benefits available to Carver County or CDA employees shall accrue to NextStage or employees of NextStage performing services under this agreement. NextStage is an independent contractor.

All of the services required to carry out the Initiative will be performed by NextStage, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

INTEREST OF MEMBERS OF THE COUNTY, CITIES, AND OTHERS

No officer, member, or employee of Carver County, and no member of its governing body, and no other public official or governing body of the locality in which the Initiative is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Initiative, shall participate in the decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof.

ASSIGNABILITY

NextStage shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of the CDA thereto.

COMPLIANCE WITH LOCAL LAWS

NextStage agrees to comply with all federal laws, statutes and applicable regulations of the State of Minnesota and the ordinances of Carver County.

INSURANCE

NextStage agrees to provide proof of workers' compensation and comprehensive general liability insurance. Comprehensive general liability insurance shall be in the minimum amount of \$1,000,000.

HOLD HARMLESS

NextStage agrees to defend, protect, indemnify and hold harmless the Carver County CDA, its agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the administration and operation of the Initiative, and from any act of negligence of NextStage, its officers, employees, servants, agents, or contractors.

CDA agrees to defend, protect, indemnify and hold harmless NextStage, its agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the administration and operation of the Initiative, and from any act of negligence of CDA, its officers, employees, servants, agents, or contractors.

NOTICES

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- (a) In the case of NextStage, is addressed or delivered personally to:

Lee Hall, CEO
NextStage
8011 34th Ave, Suite 320
Bloomington, MN 55425

- (b) In the case of Carver County CDA:

Chuck Swanson
Carver County CDA
705 N Walnut St
Chaska, MN 55318

or at such other address with respect to any party as that party may designate in writing and forward to the other as provide in the Section.

MODIFICATION

This Agreement may not be modified, changed, or amended in any manner whatsoever without the prior written approval of all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Carver County CDA

NextStage

By: _____
Julie Frick, Executive Director

By: _____
Lee Hall, Chief Executive Officer

Exhibit A Scope of Services

Technical Assistance Services

NextStage will provide intensive one-on-one technical assistance to Carver County businesses, Carver County residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Carver County. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing,
- Cashflow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

Access to Capital

NextStage will work with emerging and existing businesses in Carver County to project their true capital needs, and identify potential capital sources to meet those needs. This may include:

- Introduction to private lenders and/or referral to community/agency/governmental funding programs.
- Assistance with Application Materials
- Direct lending from NextStage's in-house loan funds, and
- Participation in bank/private financing to mitigate lender risk and leverage additional capital.

While all Borrowers will need to meet basic underwriting qualifications, NextStage will work with each applicant to explore their options, and to securing capital at terms that are reasonable based on their unique needs and qualifications.



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 4E

DEPARTMENT: Community and Economic Development

FILE TYPE: Regular Consent

TITLE: Approval of the 2024 MHFA MCPP Participation

PURPOSE/ ACTION REQUESTED: Approve Participation in MHFA 2024 MCPP Program

SUMMARY: MHFA manages the Minnesota City Participation Program (MCPP), which uses the Tax-Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable cities and counties to provide first-time homebuyer loans in their communities to households at or below 80% area median income. Under the MCPP Program, Minnesota Housing can sell bonds on behalf of local governments to assist them in meeting local housing goals pursuant to Minnesota Statutes Section 474A.061, subdivision 2a.

The CDA has participated in this program since 2010 with an allocation increase each year. For 2023, the CDA received an allotment of \$1,943,009. As of September 30, local lenders exceeded the allotted usage by 233%. A total of 19 loans have been committed for a total of \$4,529,752.

RECOMMENDATION: Approval of the 2024 Contract with NextStage

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

WHEREAS, the Carver County Community Development Agency (CDA) “the “Authority” and the Carver County Board of Commissioners “the County” have identified a need for preserving and rehabilitating the housing stock in Carver County and making housing affordable for Carver County residents; and

WHEREAS, the Carver County CDA participated in the Minnesota Housing Finance Agency Minnesota City Participation Program in 2023 as well as in previous years and has the legal authority, staff ability, and resources to make the program beneficial and cost effective for Carver County residents; and

WHEREAS, the CDA operates numerous other programs in cooperation with the Minnesota Housing Finance Agency and has identified a need for new homeownership opportunities; and

WHEREAS, the Minnesota City Participation Program would fill a much-needed gap in financing sources for homebuyers in Carver County and the financing would be an attractive complement to the Carver County CDA's existing housing finance programs.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Carver County Community Development Agency as follows:

The Carver County CDA shall participate with the Minnesota Housing Finance Agency and their Minnesota City Participation Program in 2024 for Carver County. The Executive Director is hereby authorized to sign and execute all necessary documents related to the transaction.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

2024 MCPP Program Application Commitment Agreement

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Chuck Swanson, Director of Community and Economic Development

Author: Chuck Swanson, Director of Community and Economic Development

**MINNESOTA HOUSING FINANCE AGENCY
MINNESOTA CITY PARTICIPATION PROGRAM**

**PROGRAM APPLICATION
COMMITMENT AGREEMENT**

THIS APPLICATION AND AGREEMENT (this "Agreement") is between Carver County Community Development Agency with its office at 705 North Walnut Street, Chaska, MN 55318 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

RECITALS:

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the "Code"), on behalf of the City, and it will issue bonds for that purpose (the "Bonds").

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 2a(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing's designated Master Servicer (the "Master Servicer") to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender").

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

2. **Commitment and Commitment Amount.** The City, which applied in January 2024 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 2a(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.

4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2024 and shall continue through November 30, 2024. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.

7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.

8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.

9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.

10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.

11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.

13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2024 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a “Certified Letter - Return Receipt Requested” addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City has executed this Agreement this _____ day of
(Day)

_____, _____
(Month) (Year)

Carver County Community Development Agency

By: _____
(Signature of Authorized Officer)

(Name of Authorized Officer)

Minnesota Housing APPROVAL

Minnesota Housing hereby accepts the above Program Application-Commitment Agreement and approves and grants participation in the program.

MINNESOTA HOUSING FINANCE AGENCY

By: _____
Kayla Schuchman

Its: Assistant Commissioner, Single-Family Division

Signed this _____ day of _____, 2024.



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 5A

DEPARTMENT: Human Resources

FILE TYPE: Regular - Agenda

TITLE: Approval of Earned Sick and Safe Leave Policy

PURPOSE/ ACTION REQUESTED: Approve new Earned Sick and Safe Leave Policy

SUMMARY: State Legislature passed into law Earned Sick and Safe Leave (ESSL) in July 2023, for all businesses with 1 or more employees to provide 48 hours of paid Sick and Safe time annually beginning January 1, 2024. Request to add and approve the new mandated policy.

RECOMMENDATION: Recommend that the CDA Board of Commissioners approve the resolution adding the new mandated policy, Earned Sick and Safe Leave in the Carver County CDA Employee Handbook.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION: BE IT RESOLVED, by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, the Earned Sick and Safe Leave Policy will be approved as written and added to the Carver County CDA Employee Handbook.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Proposed Earned Sick and Safe Leave Policy (ESSL)

BOARD GOALS

- Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Janette Meyer, Human Resources & Operations Manager

Author: Janette Meyer, Human Resources & Operations Manager

Carver County Community Development Agency (CCFDA) complies with the Minnesota Earned Sick and Safe Leave (ESSL) that provides for paid time-off for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse. This policy addresses employee benefits and protections. Parental Leave under Minnesota State Law and Federal Family and Medical Leave Act are addressed in a separate policy.

Eligibility and Earned Time for Earned Sick and Safe Leave (ESSL)

CCFDA employees who work at least eighty (80) hours in a year are eligible for paid time-off to handle certain medical and family needs. Temporary and part-time employees are eligible for ESSL.

Employees earn one hour of ESSL for every thirty (30) hours worked up to a maximum of forty-eight (48) hours of ESSL each year. On January 1st of each calendar year, CCFDA will frontload the employee up to forty-eight (48) hours, based on the employee's full-time employment (FTE) hours. If an employee exceeds their scheduled FTE hours, CCFDA will adjust the employee's ESSL balance, up to the maximum forty-eight (48) hours per year.

ESSL will be paid at the same hourly rate the employee earns when they are working. Each pay period, the employee's earnings statement will include the total number of ESSL hours accrued and available for use, and the total number of ESSL hours used.

Paid ESSL will be granted to eligible employees for any of the following reasons:

- For the employee's mental or physical illness, injury, treatment, or preventative care.
- To care for a family member with a mental or physical illness, injury, treatment, or preventative care.
- Absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member.
- Closure of the employee's place of business due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

Employees may use paid ESSL for the following family members:

- Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- Grandchild, foster grandchild, or step grandchild;
- Grandparent or step-grandparent;
- A child of a sibling of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members listed above of an employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Unused ESSL

Any unused ESSL, on the last pay period of the calendar year, will be paid out to the employee through a separate direct deposit.

If an employee leaves CCCDA and has an ESSL balance, the employee will not be paid the unused time. If an employee is rehired within one-hundred eighty (180) days of separation with CCCDA, previously accrued ESSL that had not been used will be reinstated.

Required Documentation

When the employee uses ESSL for three (3) or more consecutive days, CCCDA will require reasonable documentation that the ESSL was used.

Employees will provide notice of the need for use of ESSL if the need for use is foreseeable within seven (7) days of the time needed off. If the need is unforeseeable, the employee will provide notice of the need for ESSL as soon as practicable.

The notice regarding ESSL time will be in writing to the direct supervisor outlining the need to use ESSL, the timeframe needed, and general reason for the leave. If the direct supervisor is unavailable, it will be directed to the department head and if the department head is not available then it will be directed to Human Resources.

Notice of ESSL related to domestic abuse, sexual assault, stalking, or the details of an employee or employee's family member's medical condition should not contain details. The notice will only state the general reason for ESSL.

Reasonable Documentation

- Signed statement by a health care professional.
- If the documentation cannot be obtained from a healthcare professional in a reasonable time or without added expense, then a written statement indicating ESSL is being used for a qualifying purpose.
- A court record or documentation signed by a volunteer or victim's services organization, an attorney, a police officer, or an antiviolence counselor.

ESSL may interface with workers compensation, short-term disability, Family Medical Leave Act, Minnesota Parental Leave Act, Americans with Disabilities Act Amendments Act, Pregnant Worker Fairness Act, and PUMP for Nursing Mothers Act.

See Appendix ____ for the Employee Notice informing staff about ESSL.



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 5B

DEPARTMENT: Human Resources

FILE TYPE: Regular - Agenda

TITLE: Approval of Updated Personnel Policies

PURPOSE/ ACTION REQUESTED: Approve updated changes to Carver County CDA Employee Handbook

SUMMARY: The Carver County CDA Employee Handbook was last revised in November 2019. Request to approve proposed changes to remain competitive with other agencies and retain and maintain staff.

RECOMMENDATION: Recommend that the CDA Board of Commissioners approve the resolution approving changes to the Carver County CDA Employee Handbook.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION: BE IT RESOLVED, by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, the changes to the Carver County CDA Employee Handbook will be approved as written.

PREVIOUS BOARD ACTION

Resolution 19-39 Approving updated personnel policies

ATTACHMENTS

Outline of proposed changes

Draft of proposed changes to Paid Time Off (PTO) Benefits Policy

Draft of proposed changes to Holiday Policy
Draft of proposed changes to Leaves of Absence Policy
Draft of proposed changes to Pregnancy and Parenting Leave Policy
Draft of proposed changes to Emergency Closing of the CCCDA Policy

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Janette Meyer, Human Resources & Operations Manager
Author: Janette Meyer, Human Resources & Operations Manager

Carver County CDA Employee Handbook

Proposed Changes to Board – November 16, 2023

1. Paid Time Off (PTO) Benefits
 - a. Increase PTO days by 4 days to each tenure
 - b. Increase carry over language from “2 times” to “2 ½ times”
2. Earned Sick and Safe Leave (ESSL)
 - a. Per Minnesota Legislature passed July 2023; effective January 2024
3. Holidays
 - a. add (1) Personal Business Day
4. Leaves of Absence
 - a. Add PAID bereavement time
 - i. 5 days for spouse or partner
 - ii. 3 days for child, stepchild, parent, parent-in-law, stepparent, brother, or sister
 - iii. 1 day for grandparent, brother/sister-in-law, or grandchildren
5. Pregnancy and Parenting Leave
 - a. Add 2 weeks PAID parental leave
6. Emergency Closing
 - a. Change from unpaid to PAID day off if the CDA or Carver County closes due to weather/emergency situations

~~The CCCDA needs to have a consistent~~ This policy governs the process for granting PTO accruals to employees and ~~defining~~ defines the rules for requesting and using PTO.

All full-time regular employees and part-time regular employees working at least ten (10) hours per week shall be eligible for and accrue PTO. The accruals are based on years of service.

1. PTO accumulates and may be used during the introductory period.
2. PTO shall accrue in accordance with the following schedule, provided that the employee is on compensated payroll status or approved military leave.

TENURE

PTO Days-Accrual Per Year

Less than 5 years	20	24
5 years but less than 10 years	24	28
10 years but less than 15 years	27	31
15 years but less than 20 years	30	34
20 years but less than 25 years	32	36
25 years or more	35	39

3. PTO does not accrue while employees are off work on other types of leave.
4. When continuous length of service reaches a point entitling the employee to the next higher rate, the new rate will commence on the first day of the pay period following the date of eligibility.
5. Regular part-time employees, working at least ten (10) hours per week, shall accrue PTO benefits in accordance with the above schedule on a pro-rated basis (except as otherwise defined in this policy above).

Seasonal, casual, on-call, temporary, part-time (except as otherwise defined in this policy above) and intern employees shall not accrue PTO.
6. In exceptional situations where an individual is offered a position that has posed challenges in recruitment and/or retention, and/or that individual has extraordinary skills based on directly related experience in other employment, adjustments may be made to their PTO accruals at the time of hire. This request would be made by Human Resources, outlining the reasons for such a request and approved by the Executive Director.
7. PTO may accumulate during the year but shall not carry over from one calendar year to the next in excess of two and one half (2 ½) times the annual accrual. PTO balances in excess of two and one half (2 ½) times annual accrual at the end of the last pay period in a calendar year will be forfeited. At no time will the CCCDA pay out for PTO in excess of two and one half (2 ½) times annual accrual.
8. Use of pre-planned PTO must be requested through the payroll system in advance. Supervisors will approve PTO electronically in the payroll system. PTO requests are reviewed based on CCCDA needs and staffing requirements. Approval of PTO is not guaranteed.
9. Upon termination, a regular employee shall be compensated for all accumulated unused PTO. PTO payout upon termination shall be in a lump sum and at the employee's base rate. PTO will be issued on the payroll date for the pay period following the last pay period with actual hours worked. If employee is involuntarily terminated for misconduct or terminated for job abandonment, the employee is not eligible for payout of earned but unused PTO.
10. PTO may not be used as part of a notice period of a voluntary resignation.

11. In the event of death of an employee, all accumulated, unused PTO of the deceased shall be paid to the employee's spouse, if living, or to the estate of the deceased employee.
12. A full-time employee may request to be paid for accumulated PTO, to a maximum of forty (40) hours per calendar year, provided that after the reduction of the hours requested, the employee retains a minimum PTO balance of forty (40) hours. To exercise this option, the employee must make an irrevocable election to convert the hours to cash as part of the Benefits Open Enrollment in the fall prior to the year of the cash out. The election can apply only to PTO hours to be accrued in the year of the cash out and must set forth the month in which the cash out will be paid. The PTO hours elected (but not in excess of the PTO hours accrued during the year by the payment date) will then be cashed out in the specified month. Part-time employees are eligible on a pro-rated basis.
13. When an employee uses three (3) or more consecutive days of PTO due to illness, as soon as practicable, the employee will provide reasonable documentation of the absence to the direct supervisor. If the direct supervisor is unavailable, it will be directed to the department head and if the department head is unavailable then it will be directed to Human Resources.

~~The~~ This policy provides CCCDA's process for compensating employees for specific holidays.

The following days, and other such days as the CCCDA Board may designate, are holidays, to be compensated at straight time for regular and introductory full-time employees provided the employee is on compensated payroll status the last working day preceding the holiday and the first working day following the holiday.

1. Holidays:

- New Year's Day..... January 1st
- Martin Luther King Day..... Third Monday in January
- President's Day Third Monday in February
- Memorial Day..... Last Monday in May
- Juneteenth Day..... June 19th
- Independence Day July 4th
- Labor Day..... First Monday in September
- Veteran's Day November 11th
- Thanksgiving Day..... 4th Thursday in November
- Friday after Thanksgiving..... 4th Friday in November
- Christmas Eve..... December 24th
- Christmas Day..... December 25th
- (1) Personal Business Day..... Employee's choice pending adequate operational coverage

2. Holidays that fall on Sunday will be observed the following Monday, those that fall on Saturday will be observed the preceding Friday, unless another day is designated by the Board. An employee scheduled to work other than the normal work week of Monday through Friday shall receive the same number of holidays.
3. Non-exempt employees assigned in accordance with the normal schedule and required by the CCCDA to work on a designated holiday shall receive overtime compensation at one and one-half (1.5) times their base pay rate for hours worked plus holiday compensation at their base rate. In no case shall the total compensation exceed two and one-half (2.5) times the employee's base pay rate.
4. Designated holiday's that occur within an employee's approved and compensated leave of absence or PTO use shall not be charged to the employee's PTO time but shall be recorded as a holiday.
5. Employees will not receive holiday pay for holidays occurring while on an unpaid leave of absence.
6. Regular part-time employees, working at least ten (10) hours per week, shall receive compensation for the holidays designated in Item 1 above on a pro-rated basis, determined by their budgeted full time equivalent (FTE), and paid at the time the holiday occurs.
7. Employees must use the personal business day within the calendar year and may not be carried over into the next calendar year nor paid out upon termination of employment. The day must be taken in one (1) eight (8) hour increment.

~~The CCCDA needs to define~~ This policy governs specific situations that may require an employee's absence from work, and the character (paid or unpaid) and quantity of the leave time for those situations. The leave of absence policy provides for an employee's temporary absence from work without severing their employment relationship. Because these leaves are typically provided as a convenience to employees at some additional expense and inconvenience to the employer, employees except where otherwise provided by law, assume all risks related to such leaves. These risks include the elimination, reallocation, or reassignment of their duties, which may result in an employee being reassigned, demoted, or terminated upon completion of their leave.

All requests for leave of absence are granted or denied based on the following factors:

1. Applicable state and federal laws and regulations.
2. The length of the requested leave (no request for a leave of absence of more than twelve (12) months will be granted; however, leave may be extended for a reasonable period).
3. The current and projected workload of the affected department.
4. The expense and availability of any required replacement.
5. Any other legitimate business needs of CCCDA.

If, after consideration of the above factors, CCCDA grants a leave, except where otherwise controlled by state or federal laws or regulations, the following stipulations apply:

1. Whenever possible, employees shall return to their previous position upon completion of their leave. If their position is no longer available, CCCDA will offer any other position of equal pay and benefits for which they are eligible.
2. If, during any leave of absence, permanent replacements are needed, CCCDA will notify the employee on leave and give them the opportunity to return early if they are safely able to do so.
3. Employees will not have access to electronic files, email, or key fob access to CCCDA building while on a leave of absence that is longer than ten (10) days in duration. Access can be removed sooner if necessary. All access to electronic files, email, and building key fobs will be restored once the employee has returned to active status. This stipulation will not apply to those employees utilizing intermittent leave.

PROCEDURE

All requests for a leave of absence, except for leave requests totaling ten (10) days or less, are forwarded to the Executive Director. Leave requests totaling ten (10) days or less are approved by the direct supervisor.

All leaves of absence are classified as either "paid" or "unpaid" in their entirety. However, employees may request a sequence of leaves, including use of PTO or ESSL, when appropriate, which would result in a combination of both paid and unpaid leave, provided the PTO or ESSL is used prior to the commencement of the relevant unpaid leave (exception: for special rules regarding disability pay, refer to disability policy).

There are specific situations in which CCCDA grants paid or unpaid time off work.

1. **BEREAVEMENT:** Any regular full or part-time employee may use up to five (5) working days with pay (not deducted from PTO) due to a death in the employee's immediate family which is defined as: spouse or domestic partner; three (3) working days with pay for a child, stepchild, parent, parent-in-law, stepparent, brother, or sister; one (1) working day with pay for a grandparent, brother/sister-in-law, or grandchildren. Verification may be required. Upon the death of a co-employee, up to three (3) hours of leave with pay, not deducted from PTO will be granted. Time off for all other funerals will be deducted from PTO.
2. **MILITARY LEAVE:** Employees who are called to active duty, including civil air patrol, will receive a leave of absence without pay and re-employment rights as provided by the laws of the State of Minnesota and the United States. Employees may use accumulated PTO during a military leave of absence but are not required to do so. Employees will be reinstated to the fullest extent required by law. If the employer reapplies for work within the time required by law, the employee will also be eligible for the same benefits to which he/she would have been entitled had there been no interruption of employment. An employee whose military leave is thirty (30) days or

less is entitled to continue health benefits at the normal employee rate. An employee on a longer military leave is entitled to continue health benefits for up to twenty-four (24) months at a cost of no more than 102% the total (employer and employee) cost of the benefit.

An employee of CCCDA will be eligible for an unpaid leave of absence of up to ten (10) days if the employee's immediate family member is killed or injured while on active military duty. CCCDA may reduce the number of days of unpaid leave by any period of paid leave which may be applicable. CCCDA will also grant unpaid leave to an employee to attend the sendoff or homecoming ceremony for an immediate family member who has been mobilized into active military service in support of a war or other national emergency. The amount of this leave is up to one day in any calendar year and maybe limited to the extent that it unduly disrupts the operations of CCCDA.

- COURT APPEARANCES:** Employees called for jury duty or to appear as witness in the circumstances protected by the Statute shall receive their normal compensation for up to two (2) weeks, less any jury payment received by the employee, within a calendar year period. If an employee is excused from court duty during their regular work hours, the employee shall work as directed by CCCDA, or utilize PTO. Employees who are absent from work for jury duty or to appear as a witness more than the two (2) weeks specified above must use their PTO, and once exhausted, will qualify for Personal Leave without Pay.

Employees subpoenaed as a witness in an official capacity or for CCCDA related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee.

Any other absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee must utilize PTO. Any party to a lawsuit not connected to CCCDA duties shall not qualify for compensation and the employee must utilize PTO.

- ~~**CRIME VICTIM LEAVE:** An employee may take leave if the employee is either the victim of a violent crime, the spouse of a victim of a violent crime, or an immediate family member of a victim of a violent crime. The employee will be entitled to reasonable time off to attend criminal proceedings related to the case as discussed in advance between the employee and their supervisor. This leave will be unpaid. An employee must give forty-eight (48) hours' notice, unless giving notice is impracticable or an emergency prevents the employee from giving notice. The employee may be asked to provide documentation verifying the employee's reason for absence.~~

~~**HARASSMENT AND DOMESTIC ABUSE LEAVE:** Employees may take leave to seek a harassment restraining order or an order for protection. An employee is entitled to reasonable time off to attempt to obtain a harassment, restraining order, or an order of protection as discussed in advance, when possible, between the employee and their supervisor. An employee must give forty-eight (48) hours' notice of the absence unless the situation presents an imminent danger to the health or safety of the employee or the employee's child, or giving notice is otherwise impracticable.~~

- BONE MARROW AND SOLID ORGAN DONATION LEAVE:** An employee may take leave to undergo a medical procedure to donate a solid organ or bone marrow. This leave does not affect the employee's rights to any other employment benefit. An employee may take up to forty (40) work hours of leave. This leave will be paid. The employee must give reasonable notice to their supervisor before taking leave. The employee may have to provide documentation from the employee's treating physician verifying their reason for leave of absence.
- ELECTION JUDGE LEAVE:** An employee may take leave to serve as an election judge. An employee who is selected to serve as an election judge will be given sufficient leave time to perform that service as agreed upon between the employee and their supervisor. The employee must give at least twenty (20) days' notice before the leave is due to begin. The written notice request must be accompanied by a certification from the appointing authority stating the hourly compensation the employee will receive for serving as an election judge. The certification must also state the hours during which the employee will serve.
- POLITICAL ACTIVITIES LEAVE:** An employee may take leave to attend any: Meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee; Convention of major political party delegates, including meetings of official convention committees, if the

employee is a delegate or alternate delegate to the convention. An employee will be granted sufficient time to participate in the qualifying political activity. This leave will be unpaid. The employee must give written notice at least ten (10) days before the leave is due to begin.

9. **PERSONAL LEAVES WITHOUT PAY:** A leave of absence for reasons other than disability may be granted to an employee requesting such a leave in writing. A supervisor may approve a personal leave of absence for a maximum of ten (10) workdays. A request for leave of more than ten (10) days, up to and including thirty (30) days, shall require the approval of the Human Resources Department. Leave in excess of thirty (30) days shall require the approval of the Executive Director. Upon return from an unpaid leave of absence, the employee will be offered the first available or similar position.

PTO must be exhausted prior to approval of any unpaid personal leave unless pre-approved by the direct supervisor or Human Resources or unless the absence is a mandatory leave due to an illness such as Coronavirus-19 that may spread to co-workers. PTO also need not be exhausted prior to a leave of absence for a campaign for political office.

PTO and seniority shall not accumulate during any unpaid leave of absence exceeding ten (10) days. Any accrued amounts of PTO shall remain on the record at the inception of the leave and shall continue upon the return of the employee. Unless prohibited by applicable law, health insurance benefits shall cease at the end of the month in which the leave begins and will resume upon completing the eligibility and/or waiting period requirement. Subject to applicable law and insurance policy provisions, the employee has the right to maintain coverage, at the employee's total expense, during the personal leave. Failure to comply with the return-to-work date established for the leave or to request an extension from the supervisor within five (5) days prior to the expiration of the leave shall be grounds for termination.

10. **WORK RELATED INJURY:** An employee temporarily disabled from work due to an injury or illness sustained directly in the performance of the employee's work with CCCDA shall be eligible for Workers' Compensation subject to the following: All injuries or illness must be reported to the supervisor on the date of the injury or as soon as possible thereafter.

CCDA provides unpaid pregnancy and parental leaves of absence in accordance with MN State Law. In addition, CCDA provides leave ~~without~~ with pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to pregnancy, childbirth, adoption, or placement of a foster child.

An employee is eligible to request paid Pregnancy and Parenting Leave only after having been employed by CCDA for at least twelve (12) months and having worked at least an average of half the full-time equivalent of required hours for that employee's position hours during the twelve (12) month period immediately preceding the leave. Paid Pregnancy and Parental Leave is available to both parents if each meets these eligibility criteria. Eligible full-time employees are entitled to up to two (2) consecutive weeks (120 hours) of paid Pregnancy and Parental Leave for one qualifying event per calendar year. Eligible part-time employees are entitled to a prorated amount of consecutive Paid Pregnancy and Parental leave based on their FTE status for one qualifying event per calendar year (i.e. an eligible employee who holds a .5 FTE position is entitled to 60 consecutive hours of paid Pregnancy and Parental leave). In no event will an employee be eligible for multiple paid Pregnancy and Parental Leaves in the same calendar year. Paid Pregnancy and Parental Leave must be taken in one-week blocks of time within twelve (12) weeks after a qualifying event. It cannot be used prior to a qualifying event. Any unused paid Pregnancy and Parental leave will be forfeited. Paid Pregnancy and Parental leave runs concurrently with all other paid and unpaid family or parenting leave to which employees are entitled under federal or state law or is otherwise required by CCDA.

All employees, regardless of tenure or hours worked, may request up to a total of twelve weeks of combined paid and unpaid Pregnancy and Parental Leave in any 12-month period for duties related to the birth or adoption of a child, or, for an employee who has or will give birth, for prenatal care or incapacity due to pregnancy, childbirth or related health conditions.

Eligible employees should make requests for Pregnancy and Parenting Leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. A parenting leave for the birth, adoption, or foster placement of a child should begin within twelve (12) months after the birth, adoption or foster placement. However, if the child must remain in the hospital longer than the mother, the leave may begin within twelve (12) months after the child leaves the hospital.

To the extent available, any paid leave, STD, or FML will run concurrently with the twelve (12) weeks of Pregnancy and Parenting Leave. To the extent STD leave is not available ~~sick bank leave and ESSL~~ and PTO must be used until the employee's PTO balance reaches forty (40) hours. ~~ESSL Sick bank hours may also be used.~~ Then, unpaid leave time will be granted. Any combination of family leave, STD, PTO ~~or sick bank or ESSL~~ leave may not exceed the maximum limit of twelve (12) weeks of Pregnancy and Parenting Leave.

Subject to the terms, conditions, and limitations of the applicable plans, CCDA will continue to provide health insurance benefits for the full period of the approved family leave.

Benefit accruals, such as PTO, pension benefits or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on pregnancy and parenting leave is requested to provide CCDA with at least two (2) weeks advance notice of the date the employee intends to return to work. When a Pregnancy and Parenting Leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the approved leave period and fails to contact CCDA to discuss the situation, CCDA will assume that the employee has resigned.

CCDA needs a consistent practice for determining whether closing the publicly accessed offices of CCCDA offices in dangerous weather or other emergency situations is appropriate, and how that message is communicated to the staff.

CCDA offices shall be open for business on all business days except legal holidays, holidays established by the Board and specific dangerous situations. Should the weather or other conditions be sufficiently severe or other dangerous situations occur that the interests of the public and/or employees are best served by closing CCCDA offices; CCCDA Board of Commissioners authorizes the Executive Director, or designee, to make such a decision. Except in the most severe emergencies, CCCDA offices will remain open and operating with full service if at all possible.

For the purposes of this policy, a dangerous situation is defined as an incident such as severe weather or other condition(s) that threaten the health and/or safety of the employees and citizens served at all CCCDA locations or represent a condition that could potentially affect a specific location.

If a CCCDA office is closed due to an emergency, dangerous situation or severe weather subject to requirements of State and Federal law, the following shall apply:

1. Employees are expected to consult the Carver County Government website and are not to report for work if their work site is not open.
2. If CCCDA offices close due to an emergency, employees will not be paid for that shift. ~~except by utilizing PTO.~~ If it is determined by the Executive Director or designee that CCCDA will remain closed or have a late start, he/she will notify staff by 6:00 a.m. through directors and/or managers. If an emergency closing occurs during office hours, the Executive Director or designee may close the office early and notify each staff member of the time for the early closing. If the Executive Director or designee determines that CCCDA will close early, open late, or remain closed, staff will be paid for those hours. Should the offices remain open during inclement weather, staff may, with the approval of their immediate supervisor, use accrued PTO, ESSL, or leave without pay if they are unable to come to work or remain at work.
3. Employee's required to work during a closure due to the nature of their position will not receive any overtime pay for such work, excepting any overtime pay required by these policies.
4. If the release of employees occurs during a work shift, employees on duty will be paid for the hours worked and the remainder of the shift.
5. Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, continuing after regular hours. Remaining on the premises after hours does not entitle employees to overtime compensation unless they are required by their Executive Director to assist with services during the emergency situation.
6. In situations where employees, in general are not released, and the office remains open for business, but an individual faces hardships due to inclement weather or other conditions, the Executive Director or designee may authorize employees not to report for duty or report at a later regularly scheduled starting time. The Executive Director or designees are also authorized to allow employees to leave work earlier than regularly scheduled. Employees may utilize PTO or leave without pay.
7. In the event that an emergency situation occurs at a specific CCCDA facility, the Executive Director, or designee, shall notify the specific supervisor and authorize the release of employees. The supervisor shall determine which employees, if any, are essential to continued operations, reassign employees to another location or allow the use of PTO or leave without pay.
8. At the Executive's Director's discretion and based on the availability of work, employees may be allowed to come to work and/or stay at work when CCCDA offices are otherwise closed due to an emergency. Employees must have the express, prior approval of their supervisor or designee to come into work or remain at work when there is an emergency closing.

9. When CCCDA is closed, this information is indicated on the voice mail message of the main phone number for the office and posted on the CCCDA website.
10. Each department of CCCDA maintains emergency contact information on each employee of that Division. This is updated as necessary within each department.
11. CCCDA will have the 24/7 phone contact information for each supervisor and other designated 24/7 staff for that department.
12. Each department shall activate their calling system to inform employees of appropriate action to be taken for the dangerous situation or emergency.
13. Employees may expect to report for duty to respond to the emergency situation on behalf of CCCDA and conduct activities and other duties as assigned according to need of the situation and direction provided by administration. This information will be conveyed through the department calling system or through other means as developed by each department.
14. At CCCDA Executive Director's or their designee's discretion the emergency contact calling list established in each department may be used to notify employees of an emergency situation or operating status of CCCDA facilities.

7600 Property Appraisal

Closed Meeting

Information will be presented at the
Board Meeting.



Board of Commissioners

Request for Board Action

Meeting date: November 16, 2023

Agenda number: 5D

DEPARTMENT: Administration

FILE TYPE: Regular Agenda

TITLE: Approval of Purchase Agreement for 7600 Victoria Blvd Victoria.

PURPOSE/ ACTION REQUESTED: Requesting a motion to accept the appraisal and approve the Executive Director to negotiate a purchase agreement for 7600 Victoria Blvd.

SUMMARY: In 2021 the CDA loaned Humanity Alliance \$149,999 to complete the housing units located in the Unite Lodge. The County put \$300,000 into the project also. The purchase would include the Unite Lodge which sits on 3.24 acres. The goal is to eventually build on the land and utilize the existing building for an amenity to the new construction. It would allow the CDA to bank some land for future housing in Victoria.

RECOMMENDATION: Motion to accept the appraisal and approve the Executive Director to negotiate a purchase agreement for 7600 Victoria Blvd with Legal Counsel review and approval.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

WHEREAS, pursuant to the laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.001 through 469.047 (the "Act"), the Carver Community Development Agency (the "Agency") desires to undertake a purchase of a current transitional housing facility (the "Project") constituting a qualified housing development project for moderate to low income persons, located at 7600 Victoria Drive in the City of Victoria (the "City"); and

WHEREAS, the Agency proposes to execute and deliver a Purchase Agreement to purchase the building and land (the “Property”) on which the Project will be constructed;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Carver County Community Development Agency:

The Executive Director is hereby authorized to execute and deliver a Purchase Agreement, in substantially the form on file with the Agency, to purchase the Property on behalf of the Agency, subject to the final approval of the Executive Director.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

To be provided at the meeting

BOARD GOALS

- Focused Housing Programs Collaboration Development/Redevelopment
- Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Julie Frick, Executive Director

Author: Julie Frick, Executive Director