

**CITY OF PLYMOUTH  
AGENDA  
Housing and Redevelopment Authority - Special Meeting  
October 13, 2020, 6:00 PM  
City Hall**

1. **CALL TO ORDER**
2. **PUBLIC FORUM**
3. **APPROVE AGENDA**
4. **NEW BUSINESS**
  - 4A HRA Accessible Home Program – Consider purchase agreement for 3315 Garland Lane North
  - 4B Strategic Plan. Review and finalize HRA’s strengths, weaknesses, opportunities, and threats (SWOT) and discuss list of best practices
5. **UPDATES**
6. **ADJOURNMENT**

**Instructions to participate in virtual HRA Meeting**

HRA meetings will be conducted virtually (via Zoom webinar/conference call) due to the state of local emergency for the COVID 19 pandemic. The chair, commissioners, and staff will participate in this meeting via telephone/video conference. The meeting will be live-streamed online via Zoom.

**Public Comments**

Written comments: Comments may be submitted for inclusion in the HRA packet by emailing Community Development Coordinator Matt Lupini at [mlupini@plymouthmn.gov](mailto:mlupini@plymouthmn.gov). You may also request that comments of up to one page be read into the record by the Community Development Coordinator.

Speaking during the meeting: The public may address the HRA regarding an item on the agenda via Zoom conferencing service at no cost. Those who wish to speak must register online via Zoom and indicate that they wish to provide public comment on an agenda item. Register via Zoom at:

[https://us02web.zoom.us/webinar/register/WN\\_1DrNg\\_mcQDCbKvh04eA1xg](https://us02web.zoom.us/webinar/register/WN_1DrNg_mcQDCbKvh04eA1xg)

**PLYMOUTH HOUSING AND  
REDEVELOPMENT AUTHORITY  
STAFF REPORT**

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**TO:** Plymouth Housing and Redevelopment Authority

**FROM:** Jim Barnes, HRA Manager, reviewed by Steve Juetten, Executive Director

**MEETING DATE:** October 13, 2020

**SUBJECT:** **HRA Accessible Home Program – Approve purchase agreement for 3315 Garland Lane N., Plymouth, MN 55447 and forgive a loan in the amount of \$65,500 issued to William F. Hitz.**

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**BACKGROUND:**

In 1999, the HRA worked in collaboration with two non-profit housing agencies and a private developer to construct two accessible homes in the City of Plymouth. These two homes were a first for the HRA in working on scattered site new development projects.

In 2010, the HRA agreed to purchase one of the homes as the owner had financial difficulties and was in the process of losing the home to foreclosure. The HRA currently owns and rents this home back to the former owner.

**DISCUSSION:**

At the September 24<sup>th</sup> HRA meeting, the Board authorized staff to prepare a purchase agreement and make an offer of \$185,000 for the purchase of 3315 Garland Lane N.

The current owner has accepted the offer and executed the purchase agreement (see attached). If the Board approves this acquisition it will allow the current owner to pay off his mortgage and put the remaining proceeds in a trust account that will allow him to live comfortably for some time.

In addition to approving the purchase agreement staff is requesting that the HRA forgive the loan issued to William Hitz (seller) in the amount of \$65,500. By forgiving this loan the HRA is essentially leaving the funds in the project and it will help keep the home affordable over time.

**BUDGET IMPACT:**

The purchase of the property will be funded by HRA General Fund Reserves, which currently has an unrestricted fund balance of just over \$1.3 million. The current owner would pay rent based on their annual income, which staff anticipates to be \$800 per month.

**RECOMMENDATION:**

Staff recommends the Plymouth Housing and Redevelopment Authority Board of Commissioners adopt Resolution 2020-13, which approves the acquisition of real property located at 3315 Garland Lane N., Plymouth, MN at a price of \$185,000 and forgives the loan to William F. Hitz in the amount of \$65,500.

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**ATTACHMENTS:**

1. Purchase Agreement
2. Resolution

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** is effective as of the 8<sup>th</sup> day of October 2020 ("Effective Date"), by and between **THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF PLYMOUTH, MINNESOTA**, a public body corporate and politic of the State of Minnesota, 3400 Plymouth Boulevard, Plymouth Minnesota, 55447, ("Purchaser"), and **WILLIAM F. HITZ**, residing at 3315 Garland Lane North, Plymouth, MN 55447 ("Seller").

### RECITALS:

- A. Seller is the owner in fee simple of the property located at 3315 Garland Lane North in the City of Plymouth, County of Hennepin, State of Minnesota and legally described in **Exhibit A** attached hereto and made a part hereof, including existing buildings, together with all other existing improvements located thereon, all appurtenant rights, easements, mineral rights, and all right, title and interest of Seller in and to all streets, alleys, strips, and rights-of-way over or abutting said land, for which Seller has an interest (the "Property");
- B. The parties agree that Property is not being acquired by Purchaser under threat of condemnation.

### AGREEMENT:

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

- 1. **OFFER/ACCEPTANCE.** Subject to compliance with the terms, covenants, and conditions of this Purchase Agreement, Seller shall convey the Property to the Purchaser.
- 2. **PRICE AND TERMS.** The price for the Property included under this Purchase Agreement is One Hundred and Eighty-Five Thousand and No/100 Dollars (\$185,000.00) ("Purchase Price"), which Purchaser shall pay to Seller in cash or by wire transfer of U.S. Federal Funds at Closing.
- 3. **DEED/MARKETABLE TITLE.** Upon performance by Purchaser, Seller shall execute and deliver a **Warranty Deed**, conveying good and marketable title of record, subject to:
  - A. Reservations of minerals or mineral rights by the State of Minnesota, if any;
  - B. Building and zoning laws, ordinances, state and federal regulations; and
  - C. Any other matters consented to by Purchaser in writing or not timely objected to by Purchaser.

**4. RELOCATION BENEFITS.** Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At Closing, and as a condition precedent to Closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that Seller will make such a waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

Seller and Purchaser agree that this is a voluntary sale by Seller. Purchaser represents that Purchaser would not acquire the Property in the event that negotiations between Seller and Purchaser had failed to result in an amicable agreement. If the transaction set forth by this Agreement is not completed, Purchaser has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

As Purchaser and Seller agree that this is a voluntary sale, state and federal law permit the Purchaser to request a waiver of relocation benefits from Seller, as provided under Minn. Stat. § 117.521. Prior to and as a condition of Closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on the attached **Exhibit B** and the final form will be subject to the approval of Purchaser ("Relocation Waiver"). If Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or sell on the private market.

## **5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**

- A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.
- B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be prorated between Seller and Purchaser on a calendar year basis as of the date of Closing. Purchaser shall assume installments not paid at Closing. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable by Seller in the year of Closing.
- C. Deferred Real Estate Taxes. Seller shall pay on Date of Closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111) payment of which is required as a result of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.

- D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Seller at Closing.
- E. All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied as of the date of this Purchase Agreement.

6. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS, AND LIEN WARRANTIES.** Seller warrants that, to their actual knowledge, buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that, to their actual knowledge, there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that, to its actual knowledge, there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive for a period of ninety (90) days from the delivery of the Deed.

7. **ACCESS PRIOR TO CLOSING.** Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property in order to make, at Purchaser's expense, surveys, measurements, soil tests, and other tests that Purchaser may deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless, and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses, and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary. Purchaser shall further have the right to inspect the condition of all appliances i.e. stove, microwave, refrigerator, lights, dishwasher, washing machine, and dryer, etc. ("Appliances") as well as the HVAC system, to determine if they are in a condition satisfactory to Purchaser.

8. **POSSESSION.** Seller shall deliver possession of the Property not later than the actual Date of Closing, subject to that certain lease agreement a copy of which is attached as **Exhibit C** to this Agreement and made a part thereof ("Lease").

9. **TITLE INSURANCE.** Within thirty (30) days of the date of this Agreement, Purchaser shall be responsible for obtaining title evidence from Cities Title Services, LLC ("Title") and reviewing title to the Property. Purchaser shall be allowed thirty (30) days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

10. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 120 days from receipt of Purchaser's written title objections to make title marketable. Upon receipt of Purchaser's title objections, Seller shall, within ten (10) business days, notify Purchaser of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the Closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Purchaser, the parties shall perform this Agreement.

according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser (at Purchaser's option) shall have the right to: (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) accept title to the Property subject to the objections Seller has elected not to cure, without reduction in the amount of the Purchase Price, in which case such objections to title will be deemed to have become Permitted Exceptions

**11. LIEN FOR MEDICAL ASSISTANCE.** Seller indicates that the Property IS NOT subject to a lien for Medical Assistance or other public assistance.

**12. WELL DISCLOSURE.** *[Check one of the following:]*

- Seller certifies that Seller does not know of any wells on the Property.
- Wells on the Property are disclosed by Seller on the attached Well Disclosure form

**13. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.**  
*[Check one of the following:]*

- Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property
- Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form

**14. PROTECTED HISTORICAL SITES.** *[Select either one of the following:]*

- Seller represents that Seller does not know if there are historical, Native American, or archeological materials on or in the Property that might be protected by law.
- To Seller's knowledge, the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

**15. LEAD PAINT DISCLOSURE.** *[Check one of the following]*

- Seller represents that the dwelling was constructed on the real property in 1978 or later.
- Seller represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Purchase Agreement is "LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978".)

**16. METHAMPHETAMINE DISCLOSURE STATEMENT**

*[Check one of the following:]*

To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

To the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller make the following disclosure

A county or local health department or sheriff *[strike one]* has / has not ordered that the Property or some portion of the Property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

If such order or orders have been issued complete the following statement:

The above orders issued against the Property *[strike one]* have / have not been vacated.

If such order has not been issued, state the status of removal and remediation on the Property: *[Use additional sheets, if necessary.] None.*

**17. SELLER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES.** Seller, as part of the consideration therefore, represent warrant, and covenant with Purchaser and its successors and assigns that to the best of Seller's actual knowledge and without any investigation or inquiry, as follows:

- A Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions, and any other matters affecting the title, except for the Permitted Exceptions. Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property
- B To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C As of the Date of Closing there will be no outstanding or unpaid claims, actions, or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof
- D Except as provided herein, Seller shall indemnify and defend Purchaser and otherwise hold Purchaser harmless of, from, and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Seller's actions.
- E Seller is not foreign persons as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- F To Seller's actual knowledge, there is no action, litigation, investigation, or other proceedings of any kind, other than condemnation, pending or threatened against Seller with respect to the Property
- G To Seller's actual knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. § 6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42

U.S.C. § 9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds, or pesticides ("Hazardous Materials") have been generated, treated, stored, released, or disposed of or otherwise placed, deposited in, or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Purchaser harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer's fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Property which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession. These warranties and indemnifications shall survive the delivery of the Warranty Deed.

The covenants, representations, and warranties contained in this Section shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Purchase Agreement or the delivery of the Warranty Deed. All of Seller's covenants, representations, and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Seller indemnifies Purchaser from any breaches of the covenants, warranties, and representations set forth in this Section.

**18. CLOSING.** The closing (the "Closing") of the purchase and sale contemplated by this Agreement shall occur at a location designated by Purchaser, and shall occur no later than 60 days of the Effective Date ("Closing Date"). At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

**19. CLOSING DOCUMENTS**

A At the Closing, Seller shall execute and/or deliver to Purchaser the following:

- (1) **Warranty Deed**. A Warranty Deed in recordable form and reasonably satisfactory to Purchaser.
- (2) **Seller's Affidavit**. A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property, that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed, and that there are no other unrecorded interests in the Property.

- (3) **Non-Foreign Person Certification**. A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued there under, in order to establish that Seller is not a "foreign person" as defined in § 1445(f)(3) of such Code and such regulations.
- (4) **Storage Tanks**. If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate**. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Certification**. A certification that the representations and/or warranties made by Seller is materially the same as were in existence on the date of this Agreement or noting any changes thereto.
- (7) **Lease**. A fully executed copy of the Lease.
- (8) **Relocation Waiver**. A fully executed copy of the Relocation Waiver.
- (9) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall execute and/or deliver to Seller the following:

- (1) **Purchase Price**. Payment of the purchase price.
- (2) **Lease**. A fully executed copy of the Lease.
- (3) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

20. **CLOSING COSTS**. The costs relating to the closing of this transaction shall be paid as follows:

A. Purchaser shall pay:

- (1) Recording fee for the Warranty Deed.
- (2) The closing fees charged by the Title Company;
- (3) Pro-rated taxes; and
- (4) All costs for issuance of an owner's title insurance policy

B. Seller shall pay:

- (1) All costs for the title commitment;

- (2) The state deed tax;
- (3) Pro-rated taxes; and
- (4) Conservation fee attributable to the Warranty Deed.

## 21. ADDITIONAL TERMS.

A. Purchaser's Contingencies Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following ("Purchaser's Contingencies"):

- (1) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Purchaser at Closing a certificate dated the Closing Date, signed by Seller, certifying that such representations and warranties are true as of the Closing Date, and
- (2) Purchaser determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent. By executing this Agreement, Seller hereby authorizes Purchaser to enter upon the Property at reasonable times to conduct the investigations and/or tests described herein. Purchaser shall be solely responsible for all environmental tests and shall hold Seller harmless from any such costs and shall indemnify Seller for breach of this provision including reasonable attorneys' fees.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then Purchaser may, at Purchaser's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller.

B. Seller's Contingencies Seller's obligations under this Agreement are contingent upon Seller's satisfaction with each of the following ("Seller's Contingencies").

- (1) The Purchaser executing the Lease at Closing.

If the Seller's Contingencies have not been satisfied on or before the Closing Date, then Seller may, at Seller's option, extend the Closing Date in order to satisfy the Seller's Contingencies or terminate this Agreement by giving notice to Purchaser on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of Seller, and Seller shall have the right to waive the contingencies by giving notice to Purchaser.

22. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address for each party as shown above and if mailed, are effective as of the date of mailing.

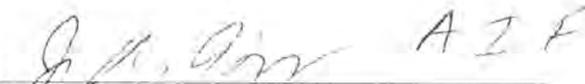
23. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

24. **TIME IS OF THE ESSENCE.** Time is of the essence for all provisions of this Purchase Agreement.

25. **SIGNATURES BY COUNTERPART; FACSIMILE OR ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts. Signatures may be transmitted via facsimile or in "PDF" format via e-mail.

**IN WITNESS WHEREOF,** Purchaser and Seller has caused this Agreement to be duly executed as of the date first written above.

**SELLER:**

  
\_\_\_\_\_  
William F. Hitz

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

By \_\_\_\_\_,  
\_\_\_\_\_, Chair

And \_\_\_\_\_  
Steve Juettten, Executive Director

**EXHIBIT A  
TO  
PURCHASE AGREEMENT**

**Legal Description of Property:**

Lot 2, Block 1, Seven Ponds Seventh Addition, Hennepin County, Minnesota, according to the recorded plat thereof;

[Title commitment legal description to govern for 3315 Garland Lane North, Plymouth, Minnesota]

**EXHIBIT B  
TO  
PURCHASE AGREEMENT**

**Agreement Regarding Release, Payment and Assignment of Relocation Benefits**

**THIS AGREEMENT REGARDING RELEASE, PAYMENT AND ASSIGNMENT OF RELOCATION BENEFITS** (this "Agreement") is made as of the 8<sup>th</sup> day of December, 2020, by and between **THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF PLYMOUTH, MINNESOTA**, a public body corporate and politic of the State of Minnesota, 3400 Plymouth Boulevard, Plymouth, Minnesota, 55447 ("Purchaser"), and **WILLIAM F. HITZ** ("Seller").

**RECITALS:**

Seller and Purchaser entered into a purchase agreement (the "Purchase Agreement") dated as of 10-8, 2020, related to property located at 3315 Garland Lane North, Plymouth, Minnesota and the lease agreement ("Lease") attached as an exhibit to the Purchase Agreement.

Seller has been advised of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"), including payments for Minimum Compensation under Minn. Stat. § 117.87 for the Property as legally described in the Purchase Agreement.

Seller acknowledges that Seller is entitled to seek the advice of legal counsel and be specifically advised as to relocation, moving, reestablishment, and other costs that may be available to the Seller under the Act.

Seller and Purchaser desire to enter into this Agreement to confirm their understanding of the Seller's release, sale and assignment of any claim for any relocation benefits and/or other relocation costs due or payable to Seller, whether pursuant to the Act or otherwise.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the date hereof, Seller hereby acknowledges that the sale of the Property is a voluntary sale and not under threat of condemnation and the payment of the Purchase Price does not include payment for Relocation Benefits and Minimum Compensation Benefits and hereby release Purchaser from any liability for payment of additional relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property.

2. Effective as of the date hereof, Seller hereby sells, transfers and assigns to Purchaser any benefits, payments, claims, or other rights due or payable to Seller pursuant to the Act (or other federal or state law provisions) with respect to the Property legally described in the Purchase Agreement and as tenants under the Lease.

3. Seller acknowledges that Seller has freely released such rights of Seller's own volition

4. Seller acknowledges that Seller has released such rights with knowledge of the specific relocation benefits to which Seller may be entitled.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6. This Agreement shall be null and void if the Purchase Agreement shall terminate or if Closing under the Purchase Agreement shall fail to occur for any reason.

**IN WITNESS WHEREOF**, this Release, Payment and Assignment of Relocation Benefits Agreement has been executed by the parties hereto as of the day and year first above written.

**SELLER:**

 AIF  
\_\_\_\_\_  
William F. Hitz

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

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

And: \_\_\_\_\_  
Steve Juetten, Executive Director

**CITY OF PLYMOUTH**

**HRA RESOLUTION 2020-13**

**A RESOLUTION TO APPROVE AUTHORIZING STAFF TO ACQUIRE THE PROPERTY  
AT 3315 GARLAND LANE N, PLYMOUTH, MINNESOTA**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Plymouth, Minnesota (Authority) operates a First Time Homebuyer Program; and

WHEREAS, from time to time the Authority engages in certain development and redevelopment projects to assist the City in providing affordable housing; and

WHEREAS, in 1999 the HRA collaborated with non-profit, private and public entities to develop an affordable, handicapped accessible home to be sold to a family needing this type of a home; and

WHEREAS, the HRA provided a loan in the amount of \$65,500 (document Nos. 3235735 & 7191997) to MR. William F. Hitz (Owner); and

WHEREAS, the Authority wishes to acquire the home for \$185,000 plus closing costs and rent it to the Owner for a period of time; and

WHEREAS, the Authority's Board of Commissioners have authorized the acquisition of the property in an amount not to exceed \$185,000 plus closing costs; and

WHEREAS, the Authority intends on entering into a lease agreement with the Mr. William F. Hitz for a period of time that will allow him to remain in the property as long as the accessible features of the property are needed, provided she is in compliance with the lease terms.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF PLYMOUTH, MINNESOTA, that the Board approves of the purchase agreement and the Chair and Executive Director are authorized and directed to sign the purchase agreement and execute any necessary documents to complete the transaction.

BE IT FURTHER RESOLVED that the Board approves the forgiveness of the loan to William F. Hitz in the amount of \$65,500 conditioned upon the closing of the sale pursuant to the terms of the purchase agreement.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of October, 2020, by the Housing and Redevelopment Authority of Plymouth, Minnesota.

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Michelle Soderberg, Chair

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Steve Juetten, Executive Director

## PLYMOUTH HOUSING AND REDEVELOPMENT AUTHORITY STAFF REPORT

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**TO:** Plymouth Housing and Redevelopment Authority

**FROM:** Jim Barnes, Housing Manager through Steve Juetten, Executive Director

**MEETING DATE:** October 13, 2020

**SUBJECT:** **Housing and Redevelopment Authority Strategic Plan** – Finalize the HRA’s strengths, weaknesses, opportunities and threats (SWOT) and review and discuss Best Practices.

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### **BACKGROUND:**

In September, the Housing and Redevelopment Authority (HRA) Board continued discussing their strengths, weaknesses, opportunities and threats (SWOT). Bennett Community Consulting (BCC) will review the final draft with the Board that will provide a united platform on which to hold discussions with the City Council later in October. Attached is a final draft of the SWOT analysis.

In addition, BCC will provide the following:

- Update on stakeholder engagement
  - Discuss potential programs and best practices
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### **ATTACHMENTS:**

1. Plymouth SWOT Summary
2. List of Best Practices for Housing and Redevelopment
3. Summary of Peer Communities Activities

Plymouth HRA SWOT Summary – 8/23/20, update 10/5/2020

Internal Factors	
Strengths	Weaknesses
<p><b><u>Your advantages</u></b></p> <p><b>Sufficient reserve to support current efforts</b></p> <ul style="list-style-type: none"> <li>- Increasing property values</li> <li>- Strong market for development</li> </ul> <p><b>Dedicated HRA board</b></p> <ul style="list-style-type: none"> <li>- Volunteers who are appointed by the City Council includes a mix of new and longtime resident members</li> <li>- Commitment to make a difference in resident lives in the city</li> </ul> <p><b>Motivated and experienced staff</b></p> <ul style="list-style-type: none"> <li>- Deep knowledge of housing finance and program management</li> <li>- Continuity and history in the city</li> <li>- Good track record with two 90 plus unit senior housing projects; and administration of existing housing programs and services including CDBG funds and Housing Choice Vouchers.</li> </ul>	<p><b><u>Areas for improvement</u></b></p> <p><b>Insufficient funding</b></p> <ul style="list-style-type: none"> <li>- additional funds needed to support expanded HRA efforts to address current and future housing and redevelopment needs</li> <li>- complexity of financing for new/preservation developments that require other funding support</li> </ul> <p><b>Unclear support of the city council</b></p> <ul style="list-style-type: none"> <li>- not a unified agreement on the council’s willingness to invest in housing and housing affordability</li> <li>- Unclear of HRA roles and responsibilities in supporting housing and redevelopment</li> </ul> <p><b>Limited diversity that could hinder economic growth</b></p> <ul style="list-style-type: none"> <li>- Lack of diversity in population, incomes, housing types, and partners (developers, contractors and service providers).</li> <li>- Limited ability to serve households at the lowest incomes (retail and health care workers, disabled, seniors)</li> </ul> <p><b>Not proactive in fulfilling the mission of the HRA</b></p> <ul style="list-style-type: none"> <li>- Respond to requests and monitor existing programs rather than being proactive in evaluating new actions to support the changing housing and redevelopment needs of the city. HRA’s previous lack of inertia to try new initiatives.</li> </ul> <p><b>Complexity of HRA powers and expansive options</b></p> <ul style="list-style-type: none"> <li>- Complex rules &amp; regulations of HRA powers make it difficult to act on the full potential of an HRA to support its mission, particularly newer board members</li> <li>- Not unified in understanding the tools and resources the HRA can utilize to achieve the goals and priorities of the city</li> <li>- Unclear understanding of community needs resulting in not serving those residents most in need of assistance (internally and externally)</li> <li>- Current zoning rules and regulations can be barrier to affordable development and redevelopment.</li> </ul>

Plymouth HRA SWOT Summary – 8/23/20, update 10/5/2020

External Factors	
Opportunities	Threats
<p><b><u>Situations to apply your advantages</u></b></p> <p><b>Clarity of roles and responsibilities supported by the city council</b></p> <ul style="list-style-type: none"> <li>- Would increase HRA’s ability to meet the needs of residents</li> </ul> <p><b>Additional capacity to meet the housing and redevelopment needs of the city.</b></p> <ul style="list-style-type: none"> <li>- Strong and growing market values to support new efforts</li> <li>- Increase HRA levy</li> <li>- Build on existing success to pursue new like opportunities</li> <li>- Additional affordable senior housing</li> <li>- Redevelopment of older properties and areas of the City</li> <li>- Increase the diversity in people and housing types</li> <li>- Increase home ownership opportunities for low and moderate income households</li> </ul> <p><b>Internal Education:</b></p> <ul style="list-style-type: none"> <li>- Evaluate what successful tools and strategies are being utilized by other cities to increase affordable housing</li> <li>- Evaluate existing programs for the potential to expand/add/delete to meet the future needs of the city</li> <li>- Evaluate how modifying current planning and zoning requirements can increase affordable housing investment</li> <li>- Increase education of HRA members on real estate financing</li> </ul> <p><b>External Education:</b></p> <ul style="list-style-type: none"> <li>- Heightened awareness of the housing issues - opens the door to increase the support for affordable housing by residents</li> <li>- Increase knowledge of what the HRA has to offer to residents</li> <li>- Access to development partners with innovative ideas; increase marketing or proactively reach out to developers</li> </ul> <p><b>Quality schools:</b> Attracts residents and opportunity for new development</p>	<p><b><u>Where you are at risk</u></b></p> <p><b>Lack of direction and support by the city council.</b></p> <ul style="list-style-type: none"> <li>- Fiscally conservative city council and residents could limit HRA’s ability to be proactive in addressing the housing and redevelopment needs of the city</li> <li>- Lowering of property tax support</li> <li>- Maintaining Status Quo</li> </ul> <p><b>Lack of support for more diversity - people and housing types</b></p> <ul style="list-style-type: none"> <li>- Unwelcoming</li> <li>- Resident NIMBYs - difficult to gain support for housing and redevelopment projects</li> <li>- Lack of knowledge by residents on the benefits of affordable housing and redevelopment</li> <li>- Reliance on large single-family homes when future demand may not be as high for this product type</li> <li>- Loss of the younger generation due to lack of rental options or entry level housing</li> </ul> <p><b>High cost of land</b></p> <p><b>Lack of off-peak and flexible transportation options to meet employment needs</b></p> <p><b>Competition for limited resources</b></p>

## Partial List of Best Practices Housing and Redevelopment

### Preservation of Existing Housing and Tenant Protections.

The most affordable housing, both rental and ownership, is within the existing older properties, referred to as Naturally Occurring Affordable Housing (NOAH).

- **Tenant Protections**

- A tenant protection ordinance requires that any new owner of a property provide tenants a three months period where there is a pause on rent increase, tenant re-screening, and non-renewal of leases without cause. If the new owner chooses or does not comply with the three month pause, they will be required to pay relocation benefits to tenants. The goal is to protect lower income tenants from being displaced due to increase rents without time to find alternate housing and it allows the opportunity to access potential tenant housing assistance. This and other protection efforts should be reviewed annually for effectiveness and opportunities for improvement.

- **4d Affordable Housing Incentive Program**

- The program allows qualifying low-income properties to be eligible for a rate reduction in property taxes from 1.25% to .75% per MN Statute in return for rents restricted to incomes at or below 60% of the Area Median Income (AMI). The HRA provides nominal assistance to the property owner who enters into a development agreement which requires a covenant on the deed of the property to ensure owners comply with the requirements to restrict at least 20% of the total units to incomes at or below 60% AMI.

- **NOAH Rehabilitation and Maintenance Program**

- Program focused on providing public assistance to rental properties that need exterior, energy efficiency, fire suppression and other health, safety, crime reduction and livability improvements while ensuring that rents are kept affordable at or below 60% of the Area Median Incomes.

- **Housing Improvement Area**

- Housing Improvement Area (HIA) program, provided through legislative authority of a City, is a tool to support the renovation of older common interest communities (townhomes and condominiums). HIAs are requested only through a petition by common interest communities of more than 45% of the owners and requires a detailed process to ensure that improvements are necessary, and the property has no other feasible option for financing the improvements. The cost of the improvements is a fee added to individual property owners tax statement within the HIA designated area over a period of up to 20 years. The program can increase and/or stabilize property values and in turn local tax revenues. In addition, local policies can be put in place to ensure that this public financing tool helps to preserve owner occupied properties where owners have low-moderate incomes.

- **Aging in Place Programs and Access to Services**

- An aging in place strategy seeks to provide guidance and access to services for older residents remaining in their single-family home as they age. The strategy focuses on easy access to senior services, home renovation programs including accessibility and visit-ability improvements (ADA showers and tubs, stairway lifts, ramp and grab bars) and address health and safety and deferred maintenance issues. Other options to reduce the financial burden of low-income senior residents could include providing tax rebates, lower or waived fees for local services.

## **Increase Housing Affordability to Diversify Housing Options and Opportunity in the City.**

Encouraging opportunities to diversify the housing options and support new affordable housing including seniors, low income families and the younger generation.

- **Mixed Income Housing Policy**

- A mixed income housing policy (sometime referred to as inclusionary zoning policy) requires that new rental or ownership developments must include a percentage of affordable units as indicated in the policy plan. The policy includes various triggers (city assistance, land use change, number of units, etc.) that is identified when created and adopted. The policy goal is to ensure that high quality housing in the city is accessible to households with a variety of income levels, ages, and sizes.

- **Publicly Owned Vacant Parcels for Affordable Housing**

- Prioritizing the development of publicly owned vacant parcels is an opportunity to increase affordable single family and/or townhome development. Actions to encourage affordable housing development includes proactively preparing the sites to be development ready, offering the sites for a reduced price and clearly outlining policies for their development through a public land disposition policy.

- **Smaller Lot Redevelopments**

- Identify areas in the City appropriate for smaller lot redevelopments to increase the options and opportunities for younger households, low income households and those residents who would like to stay in the community and move from their existing single-family home to a lower maintenance smaller home.

- **Accessory Dwelling Units**

- Support, through zoning code, the increase of multi-generational improvements or options to allow units to be constructed on site or within existing building footprint called accessory dwelling units (ADU).

- **New Affordable Senior Housing**
  - Encourage affordable senior housing development through support of increased densities, fee waivers and public finance assistance of redevelopment parcels in the City.
- **Affordable First-Time Buyers**
  - Evaluate options to support affordable, first time home buyer options including **Community Land Trusts**, down payment assistance and lower mortgage options. Provide gap funding for buyers to purchase existing homes from senior households to regenerate existing older single-family neighborhoods.
- **New Affordable Rental Housing**
  - Encourage new affordable rental housing through implementation of a mixed income housing policy, support of increased densities, fee waivers and public finance assistance to provide an opportunity for the younger generation to have affordable options to “try out” a community prior to making the transition to home ownership.

## Proactively Support Redevelopment Efforts of the City

- **Identify and Priorizes Areas for Redevelopment**
  - Identify and agree upon key areas of the city that need redeveloping.
  - Develop working relationships with developers to foster mutually beneficial trust and collaboration and market redevelopment opportunity areas to the development community.
  - Clearly identify acceptable mix of future land uses such as affordable housing, ownership/rental mix and mix of uses. As an alternative to rezoning, adopt overlay zoning districts in redevelopment areas provided that the language provides clarity, consistency, and flexibility when market demand and community vision align.
  - Fast-track approvals when the project meets certain requirements
  - Provide flexibility of parking requirements; particularly in areas with access to transportation options or areas that are bikeable/walkable.
  - Allow residential uses within commercial (re)development areas and small commercial uses in multifamily residential zones.
  - Invest in environmental studies and complete design standards and land use requirements in advance of development interest.
- **Assist with Assembly of Land for Redevelopment**
  - Strengthen site acquisition tools and financing to support assemblage of key (re)development sites under multiple ownership; in some cases enable a long-term hold.
  - Create a policy for disposition of publicly owned land for redevelopment and prioritize inclusion of affordable housing as a requirement in exchange for reduced land price.

- **Educate the Community and Policy Leaders on the Benefits of Investing in Redevelopment**
  - Provide ongoing education for local government leadership, city council, and planning commission on current market realities, redevelopment goals, and plans.
  - Create an education plan when turnover of elected and appointed policy leaders occurs.
  - Conduct site visits and tours of other successful projects for policy leaders.
  - Conduct stakeholder engagement sessions/neighborhood meetings; engage underrepresented communities.
  - Achieve and document stakeholder support for the redevelopment plan or plans.

## Coordinating Funding Sources and Financial Strategies to Support an HRA Strategic Plan

- **Maximize HRA Levy Dollars**

The primary method of financing the delivery and administration of housing and redevelopment programs is to utilize the HRA authority provided through Minnesota State Statute to levy a tax to give, sell, buy, transfer, or convey properties as necessary to remove blight and promote affordable, safe and decent housing. Understanding community needs and dedicating adequate funding utilizing Levy funds is one of the best strategies to connect resource needs to the stabilization and increase in property values.

  - An HRA levy provides a dedicated source of funds focused on housing and redevelopment needs of the City and helps to build a financial foundation to enable the delivery of the goals and policies outlined in the Housing Strategic Plan.
  - An annual fund through an HRA tax levy will support staff, and housing programs as identified in the Housing Strategic Plan.
  - The HRA levy will be evaluated and set annually by the City Council upon the recommendation of the HRA.
- **Local Housing Trust Fund (LHTF)**

Housing Trust Funds provide a consistent, flexible resource for housing within a local jurisdiction and provides an opportunity to leverage other public and private resources and jumpstart projects that draw private investment and jobs. Benefits of a LHTF include the following:

  - Consistent, dedicated revenue stream for housing to support affordable, workforce, or other special housing needs; the majority are funded through a local HRA Levy but can also receive private donations, corporate

contributions, grant funds, conduit bonding fees, tax increment proceeds, and other public and private dollars.

- Leverages other funding for affordable housing programs and developments and opens up access for potential MN State Legislature seed capital if approved and funded.
- Economic multiplier that supports investments in housing construction and rehabilitation, including redevelopment of sites, adding to the tax base and creating jobs.

- **Establish and/or modify the City's Public Subsidy Policy**

To be successful in achieving the priorities of a City for housing and redevelopment, it is important for the HRA and City Council to clearly outline the goals and objectives of providing public funds toward that effort. This includes identifying policies related to use of an HRA Levy, Housing Trust Fund, Tax Increment Financing, Tax Abatement and any funds accepted and utilized for the purpose of implementing and HRA Strategic Plan.

The benefits of establishing and/or modifying City Public Subsidy Policy with a clear, strong public finance policy that outlines the goals and objectives of the City includes the following:

- Ensure that the City/HRA leaders are accountable to their residents with regards to how public resources are utilized.
- Send a strong message to the development community regarding the methods that the City/HRA is willing to support and partner to achieve community goals.
- Provide clarity to residents as well as the development community that in turn decreases uncertainty and risk resulting in lower affordable/market rate housing and redevelopment project costs.

Twin Cities Policy Finder - As of April 24, 2020

City Name	Type of Policy - 4d	Date Adopted	Link to Ordinance/Policy
<b>4d Affordability Preservation Policies/Programs: Offers property tax incentives to owners who commit to keeping rent affordable</b>			
City of Minneapolis	4d Affordable Housing Incentive	2018, last updated 2019	<a href="http://www.minneapolismn.gov/cped/housing/WCMSP-214366">http://www.minneapolismn.gov/cped/housing/WCMSP-214366</a>
City of Edina	4d Property Tax Reduction Grant Program		<a href="https://www.edinamn.gov/1516/Property-Tax-Reduction-and-Grant-Program">https://www.edinamn.gov/1516/Property-Tax-Reduction-and-Grant-Program</a>
City of St. Louis Park	4d Affordable Housing Incentive Program	Fall 2018, implemented 2019	<a href="https://www.stlouispark.org/government/departments-divisions/housing/property-owners/4d-affordable-housing-incentive-program">https://www.stlouispark.org/government/departments-divisions/housing/property-owners/4d-affordable-housing-incentive-program</a>
City of St. Paul	4d Affordable Housing Incentive Program		<a href="https://www.stpaul.gov/departments/planning/economic-development/housing/housing-trust-fund/4d-affordable-housing-incentive">https://www.stpaul.gov/departments/planning/economic-development/housing/housing-trust-fund/4d-affordable-housing-incentive</a>
City of Golden Valley	4d Affordable Housing Incentive Program	Fall 2019	<a href="https://www.goldenvalleymn.gov/planning/housing/4d.php">https://www.goldenvalleymn.gov/planning/housing/4d.php</a>
City Name	Type of Policy - Inclusionary	Date Adopted	Link to Ordinance/Policy
<b>Inclusionary (Mixed Income) Policy: Requires new development to include affordable units</b>			
City of Minneapolis	Inclusionary Zoning Ordinance	2019	<a href="http://www.ci.minneapolis.mn.us/cped/WCMSP-214876">http://www.ci.minneapolis.mn.us/cped/WCMSP-214876</a>
City of Edina	New Multi-family Affordable Housing Policy	November 2019, updated March 2019	<a href="https://www.edinamn.gov/DocumentCenter/View/6195/Policy-on-New-Multi-family-Affordable-Housing-PDF">https://www.edinamn.gov/DocumentCenter/View/6195/Policy-on-New-Multi-family-Affordable-Housing-PDF</a>
City of St. Louis Park	Inclusionary Housing Policy	2015, last updated April 2019	<a href="https://www.stlouispark.org/home/showdocument?id=13704">https://www.stlouispark.org/home/showdocument?id=13704</a>
City of Minnetonka	Affordable Housing Policy	2004, last updated July 2019	<a href="https://www.minnetonkamn.gov/home/showdocument?id=4675">https://www.minnetonkamn.gov/home/showdocument?id=4675</a>
City of Brooklyn Park	Mixed Income Policy	Nov-17	<a href="https://www.brooklynpark.org/housing/mixed-income-policy/">https://www.brooklynpark.org/housing/mixed-income-policy/</a>
City of Golden Valley	Mixed Income Housing Policy	2017	<a href="http://www.goldenvalleymn.gov/planning/housing/pdf/Golden%20Valley%20Mixed-Income%20Housing%20Policy%20-%20Adopted%20March%202018.pdf">http://www.goldenvalleymn.gov/planning/housing/pdf/Golden%20Valley%20Mixed-Income%20Housing%20Policy%20-%20Adopted%20March%202018.pdf</a>
City of Bloomington	Opportunity Housing Ordinance	2019	<a href="https://www.bloomingtonmn.gov/sites/default/files/Bloomington%20Opportunity%20Housing%20Ordinance_0.pdf">https://www.bloomingtonmn.gov/sites/default/files/Bloomington%20Opportunity%20Housing%20Ordinance_0.pdf</a> <a href="https://www.bloomingtonmn.gov/oh/opportunity-housing-creation-and-preservation">https://www.bloomingtonmn.gov/oh/opportunity-housing-creation-and-preservation</a>
City of Richfield	Inclusionary Affordable Housing Policy	Oct-18	<a href="https://drive.google.com/drive/u/0/folders/1b9pCdVC4oayD9Vhv3B_YmRqY3tPKQ_iZ">https://drive.google.com/drive/u/0/folders/1b9pCdVC4oayD9Vhv3B_YmRqY3tPKQ_iZ</a>

City Name	Type of Policy - Tenant	Date Adopted	Link to Ordinance/Policy
<b>Tenant Protection Ordinances: Requirements at the time of sale</b>			
City of Minneapolis	Renter Protection Ordinance	Dec 2019, effective June 2020	<a href="http://www.minneapolismn.gov/inspections/WCMSP-222266">http://www.minneapolismn.gov/inspections/WCMSP-222266</a>
City of Golden Valley	Tenant protection ordinance	Aug-18	<a href="https://www.goldenvalleymn.gov/planning/housing/pdf/Tenant%20Protection%20Ordinance%20Information%20Packet.pdf">https://www.goldenvalleymn.gov/planning/housing/pdf/Tenant%20Protection%20Ordinance%20Information%20Packet.pdf</a>
City of St. Louis Park	Tenant Protection ordinance	March 2018, effective June 2018	<a href="https://www.stlouispark.org/home/showdocument?id=10339">https://www.stlouispark.org/home/showdocument?id=10339</a>
City of Richfield	Tenant Protection ordinance	Jan-19	<a href="https://www.richfieldmn.gov/home/showdocument?id=17715">https://www.richfieldmn.gov/home/showdocument?id=17715</a>
City of New Hope	Tenant Protection ordinance	Jan-20	<a href="https://www.newhopemn.gov/cms/one.aspx?portalId=9826709&amp;pageId=16379147">https://www.newhopemn.gov/cms/one.aspx?portalId=9826709&amp;pageId=16379147</a>
City of Hopkins	Tenant Protect ordinance	Oct-19	
City of Brooklyn Park	Tenant Protection ordinance	Oct-19	<a href="https://www.brooklynpark.org/wp-content/uploads/2019/11/191028-Tenant-Notification-Ordinance-Final2.pdf">https://www.brooklynpark.org/wp-content/uploads/2019/11/191028-Tenant-Notification-Ordinance-Final2.pdf</a>
City of Brooklyn Center	Tenant Protection ordinance	Jan-19	<a href="https://www.cityofbrooklyncenter.org/DocumentCenter/View/6857">https://www.cityofbrooklyncenter.org/DocumentCenter/View/6857</a>
City of Bloomington	Tenant Protection ordinance	Aug-18	<a href="https://www.bloomingtonmn.gov/sites/default/files/Tenant_Protection_FAQ.pdf">https://www.bloomingtonmn.gov/sites/default/files/Tenant_Protection_FAQ.pdf</a>
City Name	Type of Policy - Accessory Dwelling Unit	Date Adopted	Link to Ordinance/Policy
<b>ADU Policy: Allows Accessory Dwelling Units on single-family lots</b>			
Apple Valley	ADU Policy		<a href="https://www.mn.gov/applesoftware/cityofapplevalleymnnesota/applevalley/cityofapplevalleymnnesota/codeofordinance?template=\$fn=default">https://www.mn.gov/applesoftware/cityofapplevalleymnnesota/applevalley/cityofapplevalleymnnesota/codeofordinance?template=\$fn=default</a>
Bloomington*	ADU policy	2009, last updated 2019	<a href="https://www.planning.org/knowledgebase/resource/9123053/#adu">https://www.planning.org/knowledgebase/resource/9123053/#adu</a>
Burnsville	ADU policy	2018	<a href="https://www.burnsvillemn.gov/2190/Accessory-Dwelling-Units">https://www.burnsvillemn.gov/2190/Accessory-Dwelling-Units</a>
Chaska	ADU policy		
Crystal	ADU policy		<a href="https://www.crystalmn.gov/Server/10879634/File/Government/City%20Code/Chapter5.pdf">https://www.crystalmn.gov/Server/10879634/File/Government/City%20Code/Chapter5.pdf</a>
Eagan	ADU policy		<a href="https://www.cityofeagan.com/accessory-dwelling-unit-registration">https://www.cityofeagan.com/accessory-dwelling-unit-registration</a>
Inver Grove Heights	ADU policy		
Lakeville	ADU policy		<a href="https://www.sterlingcodifiers.com/codebook/m_index.php?book_id=418">https://www.sterlingcodifiers.com/codebook/m_index.php?book_id=418</a>
Long Lake	ADU policy		<a href="http://www.longlakemn.gov/vertical/Sites/%7BB1A99DAC-7328-47A4-8480-36B234C436B1%7D/uploads/Handout_Accessory_Dwelling_Units.pdf">http://www.longlakemn.gov/vertical/Sites/%7BB1A99DAC-7328-47A4-8480-36B234C436B1%7D/uploads/Handout_Accessory_Dwelling_Units.pdf</a>

Minneapolis	ADU policy	2014, last updated 2016	<a href="http://www.ci.minneapolis.mn.us/www/groups/public/@cped/documents/webcontent/w cms1p-136454.pdf">http://www.ci.minneapolis.mn.us/www/groups/public/@cped/documents/webcontent/w cms1p-136454.pdf</a>
Mahtomedi	ADU policy		<a href="https://www.ci.mahtomedi.mn.us/DocumentCenter/View/444/Section-11-01---Zoning-Ordinance-PDF?bidId=">https://www.ci.mahtomedi.mn.us/DocumentCenter/View/444/Section-11-01---Zoning-Ordinance-PDF?bidId=</a>
Minnetonka	ADU policy		<a href="https://www.minnetonkamn.gov/home/showdocument?id=1733">https://www.minnetonkamn.gov/home/showdocument?id=1733</a>
Plymouth	ADU policy		<a href="https://library.municode.com/mn/plymouth/codes/code_of_ordinances?nodeId=CHXXI_ZOOR_CHXXIZOOR_S21190SPHO_2119.0.04ACDWUN">https://library.municode.com/mn/plymouth/codes/code_of_ordinances?nodeId=CHXXI_ZOOR_CHXXIZOOR_S21190SPHO_2119.0.04ACDWUN</a>
Richfield	ADU policy		<a href="https://www.richfieldmn.gov/home/showdocument?id=7017">https://www.richfieldmn.gov/home/showdocument?id=7017</a>
Roseville	ADU policy	2011	<a href="http://www.cityofroseville.com/DocumentCenter/View/4640/13b_Accessory_Dwelling_Units?bidId=">http://www.cityofroseville.com/DocumentCenter/View/4640/13b_Accessory_Dwelling_Units?bidId=</a>
Shoreview	ADU policy		
St. Paul	ADU policy	2016, last updated 2018	<a href="https://www.stpaul.gov/departments/safety-inspections/permits/building-permits/accessory-dwelling-units">https://www.stpaul.gov/departments/safety-inspections/permits/building-permits/accessory-dwelling-units</a>
Stillwater	ADU policy		
White Bear Lake	ADU policy		<a href="https://www.whitebearlake.org/communitydevelopment/page/accessory-dwelling-units">https://www.whitebearlake.org/communitydevelopment/page/accessory-dwelling-units</a>
Woodland	ADU policy		