



BOARD OF COMMISSIONERS
MONTHLY BUSINESS MEETING

JUNE 26, 2024

9:00 A.M.

W. ANDREW BOSS BUILDING
555 N. WABASHA ST.

- I. ROLL CALL
- II. MISSION MOMENT
- III. INTRODUCTION OF NEW STAFF
- IV. APPROVAL OF MEETING MINUTES: MAY 22, 2024
- V. REVIEW OF BILLS AND COMMUNICATIONS: BANK REGISTERS AND MONTHLY MANAGEMENT REPORT FOR MAY 2024
- VI. UNFINISHED BUSINESS
- VII.A. NEW BUSINESS CONSENT ITEMS**

The following items are considered to be routine or non-controversial and will be approved in one motion, without discussion. If a Board member or other meeting attendee wishes to discuss a particular item, that person should inform the Chair and the item will be moved to the Discussion portion of the agenda.

 1. JANITORIAL SERVICES AT MCDONOUGH COMMUNITY CENTER;
CONTRACT NO. 25-031
 2. REVISED SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)
CERTIFICATION; HIGH PERFORMER RATING
 3. ELECTRICAL SYSTEM MODERNIZATION AT NEILL HI-RISE;
CONTRACT NO. 25-030
 4. ROOF REPLACEMENT AT ROOSEVELT HOMES "A" BUILDINGS;
CONTRACT NO. 25-028
 5. TREE REMOVAL AT MCDONOUGH HOMES; CONTRACT NO. 25-038
 6. CAPITAL FUND PROGRAM (AMP 9): 2022, 2023 AND 2024 CFP BUDGET REVISIONS; FFY 2022 – FFY 2026 CFP FIVE YEAR ACTION PLAN AND AGENCY PLAN REVISION

VII.B. NEW BUSINESS DISCUSSION ITEMS

1. APPROVAL OF CONTRACT SETTLEMENT WITH AFSCME LOCAL 1854 (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES)
2. ASSET REPOSITIONING; SCATTERED SITE PUBLIC HOUSING
3. FISCAL YEAR 2025 BUILDING FUND OPERATING BUDGET REVISION

VIII. INFORMATIONAL ITEMS

- A. ST. PAUL PHA'S FY 2025 ANNUAL PLAN REVISION 2 APPROVED
- B. EXECUTIVE DIRECTOR LOUISE SEEBA ELECTED TO PHADA BOARD OF TRUSTEES



Minutes
Business Meeting
Board of Commissioners

Date: May 22, 2024

Time: 9:00 a.m.

Place: W. Andrew Boss Building
555 N. Wabasha St. #400

I. ROLL CALL

Commissioners Present: M. Thompson, T. Reding, L. Thomas, V. Robinette, K. Lindsey,
L. Xiong.

Commissioners Absent: Y. Chang.

Staff Present: M. Moua, L. Seeba, S. Whatley, A. Hester, A. Huckleby, T. Angaran, L. Feidler,
W. Wallo, C. Serrano, J. Furst, C. Brown, M. Silvan, T. Braun, B. Feller,
J. LaSota, V. Fatunsin, A. Lor, A. Matos, M. Krick, Y. Moua, M. Borndale,
M. Kallenbach, B. Christensen, T. Bambenek.

Others Present: Meghan Kisch, PHA Attorney.

- II. MISSION MOMENT: Human Resources/Resident Initiatives Director Alicia Huckleby shared a mission moment about a collaboration with Comcast/Xfinity. She informed the Board that the St. Paul PHA has become the first housing authority in the state to collaborate with an internet service provider to provide pre-installed connectivity for low-income households. On February 21, 2024, the PHA and Comcast/Xfinity entered into 11-year agreements for each PHA hi-rise for Comcast/Xfinity to begin installing Wi-Fi modems in all PHA hi-rise units. Signing these agreements was the culmination of almost three years of tenant and staff education and presentations, as well as countless community events and planning meetings. Led by Beth Pacunas, the PHA's former Resident Initiatives Coordinator, and Marcus Mays, a Community Account Representative with Comcast/Xfinity, the planning team included staff from Resident Initiatives, Resident Services, Accounting, IT, Maintenance and Legal. Thanks to this new partnership, each unit receives a free modem at no cost to the PHA, and more importantly, no cost to tenants.

To celebrate this opportunity, Comcast/Xfinity will be coordinating a press event at Central Hi-Rise on June 11th at 1pm. Chair Thompson and Commissioner Thomas will be representing the PHA's Board, and Chair Thompson is a featured speaker on the program.

Other speakers included Kalyn Hove, Senior Vice President of Comcast's Midwest Region and Ms. Huckleby.

III. INTRODUCTION OF NEW STAFF: Voni Xiong, HCV Specialist.

IV. APPROVAL OF MEETING MINUTES: April 24, 2024.

MOTION: Approve meeting minutes of April 24, 2024

Moved: Commissioner Reding. Seconded: Commissioner Thomas.

Vote (roll call): Ayes-5. Nays-0.

V. REVIEW OF BILLS AND COMMUNICATIONS: Available for review in the Executive Assistant's office.

VI. UNFINISHED BUSINESS: None.

VII.A. NEW BUSINESS CONSENT ITEMS:

1. APPOINTMENT OF PHA BOARD REPRESENTATIVE TO THE PENSION ADMINISTRATIVE COMMITTEE

Staff recommended the re-appointment of Alicia Huckleby as the Board Representative to the HRA/PHA Pension Plan Administrative Committee for the term ending June 30, 2027. Ms. Huckleby, who is the Human Resources Director/Resident Initiatives Director, has filled the seat by appointment since July 1, 2018. Her current term ends June 30, 2024.

Under the Pension Plan committee members are appointed for three-year terms. The Pension Administrative Committee has the responsibility to control and manage the operation and administration of the Pension Plan.

Other members currently serving on the Pension Administrative Committee are: Terri Gindorff, representing PHA administrative employees; Les Unklesbay, representing Local 363 employees; Samantha Juneau, representing the St. Paul City Council; and Gary Grabko, representing HRA employees. Mr. Grabko's term is also set to expire on June 30, 2024. The HRA Board (City Councilmembers) will reappoint him or appoint a new representative to the Pension Committee.

2. EMERGENCY GENERATOR MAINTENANCE AND REPAIR; CONTRACT NO. 25-009

Staff requested Board approval to award a contract for emergency generator maintenance and repair at PHA properties to Interstate Power Systems of Lakeville, Minnesota, at the unit prices stated in their proposal. The current unit prices are approximately 9% higher than the previous contract rate due to labor cost increases. This is the first cost increase for this work in the past five years. If approved, the contract will remain in effect for an initial period of one year, with the option to negotiate annual extensions for a maximum contract term of five years.

This contract includes the following services:

- Monthly and annual maintenance of emergency generator equipment at all 16 PHA hi-rises;
- Annual live power transfer tests to confirm that life-safety equipment and elevators will operate under emergency power when needed; and
- Constant, without interruption, throughout the entire year (24/7/365) on-call repair of emergency generators and related equipment.

Staff advertised the Request for Proposals (RFP) for these services in newspapers, posted a complete set of proposal documents to NorthStar Planroom (northstarplanroom.com) and sent an invitation to submit proposals to several firms that had expressed an interest in working for the PHA. The two proposals received were independently rated by PHA staff on the criteria stated in the RFP that included point values for contractor certifications and employee qualifications, references and previous experience with similar work, affirmative action efforts (M/W/DBE) and cost. Following review of the proposals, the committee interviewed both proposers. The evaluation committee ranked Interstate Power Systems' proposal highest, as shown in the summary.

Interstate Power Systems has performed satisfactorily under the current PHA contract for similar work. Copies of the Employer Information Reports for Interstate Power Systems and the second highest rated proposer, Advanced Power Services, were attached.

Staff expect to spend approximately \$76,000 per year under this contract. There are sufficient funds for this contract in the current PBRA Operating Budgets and sufficient funds will be requested in these budgets for future years.

3. HI-RISE PEST CONTROL SERVICES AT RAD PROJECT 6, 7, AND 8, AND CENTRAL ADMINISTRATIVE OFFICE; CONTRACT NO. 25-019

Staff requested Board approval to award a one-year contract to provide pest control services at PHA Hi-Rises in RAD Project 6 (Exchange and Wabasha), Project 7 (Central, Neill, and Ravoux), and Project 8 (Cleveland, Dunedin, and Montreal), and the W. Andrew Boss Central Administrative Office to Plunkett's Pest Control of Fridley, Minnesota at the unit prices stated in their proposal. If approved, the contract will remain in effect for an initial period of one year, with an option to negotiate annual extensions for a maximum contract term of five years.

The work of the contract includes controlling insects and rodents inside dwelling units, offices, common areas, and maintenance shops. Each dwelling unit will also be inspected for pests a minimum of two times per year. The contractor will treat all areas for pests found during inspections, and pest control treatments can be requested by PHA staff or residents on an as-needed basis.

Staff advertised the Request for Proposals (RFP) for this contract in newspapers, posted a complete set of proposal documents to Northstar Planroom (northstarplanroom.com) and sent invitations to submit proposals to local pest control firms that have expressed an interest in working for the PHA. The three proposals received were independently rated by PHA staff

on the criteria stated in the RFP that included point values for technical competence and related experience, ability to provide service in a timely manner, affirmative action efforts (M/W/DBE) and cost. The evaluation committee ranked Plunkett's proposal highest, as shown on the summary.

Plunkett's has performed satisfactorily under the current PHA pest control contract for similar work locations. Plunkett's Pest Control is a Woman-Owned Business Enterprise (WBE). Copies of the Employer Information Reports for Plunkett's and the second highest rated proposer, Paffy's Pest Control, were attached.

Staff estimates that approximately \$135,000 will be spent each year under this contract, or about \$112 annually per dwelling unit for the 1,205 covered units. This estimate factors in the desired level of preventative services and past usage; actual costs will be billed based on the pest control services used during the year. Approximately \$1,680 is expected to be spent each year on pest control services at the W. Andrew Boss Central Administrative Office. There are sufficient funds for this contract in the current Building Fund and PBRA Operating Budgets and sufficient funds will be requested in these budgets for future years.

4. RESOLUTION IN RECOGNITION OF DEDICATED SERVICE BY JULIANNA QUAST

Resolution Number 24-05/22-02

RESOLUTION IN RECOGNITION OF DEDICATED SERVICE

By

JULIANNA QUAST

Whereas, Julianna Quast served the Saint Paul Public Housing Agency and its residents for over 39 years, from March 11, 1985 until her retirement on May 6, 2024; and

Whereas, she provided distinguished service in many ways, including the following:

- Before retiring, Julianna had served as an Assistant Housing Manager for almost 13 years, after starting as an Office Clerk in 1985 and rising through a variety of positions in both Resident Services and Section 8/Housing Choice Vouchers, including Assistant Leasing Technician, Rental Technician, Occupancy Technician, Assistant Resident Services Manager and Housing Manager.
- Julianna represented the PHA in various social service networks, assisting in National Night Out (NNO), working collaboratively with the St. Paul Police Officer in Residence and service providers such as Wilder, and providing referrals to the Human Services Coordinators.
- Over the years, Julianna built strong, positive working relationships with residents, their families, and an array of PHA staff to ensure that residents' needs were met. She always took pride in her communication and teamwork with her colleagues, to help residents achieve successful tenancies.

- Julianna served as a mentor to many Assistant Managers, sharing her wealth of knowledge of PHA and Resident Services policies and practices.
- Throughout her career, Julianna demonstrated her commitment to the Agency's mission, residents, and community by serving with professionalism and a consistent pursuit of excellence in all aspects of her work, which made her an invaluable member of the Resident Services Department. In all these ways, Julianna contributed to the Agency's exemplary record that includes ongoing High Performer ratings from HUD, adding to the PHA's national reputation for outstanding administration of affordable housing programs.

NOW THEREFORE BE IT RESOLVED, that we, the Board of Commissioners of the Public Housing Agency of the City of Saint Paul, on behalf of the Board, the staff, and residents, do recognize and hereby acknowledge with deep appreciation, respect, and admiration for the services provided to the Agency and community by Julianna Quast and we wish her well in her retirement.

5. TREE PLANTING AND MAINTENANCE AT ROOSEVELT HOMES; CONTRACT NO. 25-014

Staff requested Board approval to award a contract for tree planting and maintenance at Roosevelt Homes to the lowest responsible bidder, Warner's Outdoor Solutions, Inc. of Woodbury, Minnesota for the total bid amount of \$100,101.50. A copy of the May 9, 2024 bid tabulation was attached.

This contract includes planting 144 trees of diverse species (average \$695 per tree) and maintaining them for three years. These trees will replace the dead and dying ash trees infested by the emerald ash borer beetles, which are currently being removed from the Roosevelt Homes campus under a separate contract with Warner's Outdoor Solutions, Inc. This is the second and final contract award to restore the vital tree canopy for the site.

Staff advertised in local newspapers to solicit bids, posted the bid documents to the Northstar Plan Room (nothstarplanroom.com) and sent invitations to bid to several local companies that have expressed an interest in contracting with the PHA. Four contractors submitted bids. The low bid amount is within the PHA consultant's estimate for the work.

Warner's Outdoor Solutions, Inc. has performed satisfactorily on previous PHA contracts for landscape maintenance work. Copies of the Employer Information Reports for Warner's Outdoor Solutions, Inc., and the second low bidder, LAC Enterprises dba Windsor Companies, were attached.

As staff reported previously, the Minnesota Department of Natural Resources (DNR) awarded the PHA a \$500,000 grant for tree removal and replanting at Roosevelt Homes, under DNR's ReLeaf Community Forestry Grants program. The grant funds will cover the costs of this contract.

The DNR will allow PHA to use the balance of the grant, approximately \$215,000, at other properties. Staff are in discussions with DNR staff about the scope of additional tree work. The grant balance will likely be used for tree removal and replacement at McDonough Homes.

6. ELECTRICAL SYSTEM MODERNIZATION AT EDGERTON HI-RISE; CONTRACT NO. 24-186

Staff requested Board approval to award a contract to modernize the electrical system at Edgerton Hi-Rise to the lowest responsible bidder, Master Electrical of Savage, Minnesota in the bid amount of \$887,000. A copy of the May 9, 2024, bid tabulation was attached.

In November 2023 a component of the hi-rise electrical distribution system failed and created a fire that caused the fire sprinkler system to activate, depositing water onto the electrical bus duct from the third floor to the main level. The fault also caused unknown damage to the rest of the electrical system. An electrical contractor was hired to bypass the damaged busway components with temporary electrical cabling from the main electrical service to the fourth floor, allowing time to design and construct a permanent solution.

The work of this contract will include the following:

- The existing main electrical service equipment located on the 1st floor mechanical/electrical room will be removed and replaced with new.
- The existing door to the first-floor electrical room will be replaced with a larger door to accommodate the removal and installation of electrical equipment.
- The original distribution panelboards on the 4th, 7th, 10th, and 13th penthouses will be replaced with new panelboards. These panelboards serve all the apartments in the building and the cell towers on the roof.
- Power to the cell towers will be directly fed from the main switchboard in the first floor mechanical/electrical room. This will isolate the cell towers from the apartment electrical systems, ensuring enhanced power stability.
- The existing bus duct from the first floor to the 14th floor will be removed and replaced by dedicated conductors from the main switchboard to each distribution panelboard on the above floors.
- The existing janitorial closets on floors 2,5,8,11 and 14 will be modified to accommodate the new electrical conductor run and new panel boards.
- The existing tub rooms on floors 3, 6, 9, and 12 will be removed to accommodate the new electrical conductor run and to limit moisture issues around the electrical conductor run. Staff are investigating a separate means to relocate tub room(s) to the main level.

Staff solicited bids by advertising in local papers, posting the bid documents to the Northstar Planroom (northstarplanroom.com), and sent invitations to bid to several companies that have expressed an interest in contracting with the PHA. Three contractors submitted bids. The low bid amount is within the PHA consultant's estimate for the work.

Master Electric has performed satisfactorily on previous PHA contracts for similar work. Copies of the Employer Information Reports for Master Electric and the second low bidder, JPML, were attached.

This project will be paid for from Reserve for Replacement funds, as approved by the Board on March 27, 2024 in the FY 2025 RAD-PBRA Capital Budget. Although modernizing the Edgerton Hi-Rise electrical system was not included in the 2018 RAD Capital Needs Assessment, the PHA received pre-approval from the local HUD field office to use the PHA's Reserve for Replacement funds for this project.

7. PUBLIC HOUSING ANNUAL AGENCY PLAN FOR PHA FISCAL YEAR 2025;
AMENDMENT FOR FAIRCLOTH UNITS; MIXED-FINANCE DEVELOPMENT

Staff recommended Board approval of Resolution No. 24-05/22-04, approving an amendment to the Agency's Annual Agency Plan for the current fiscal year, PHA FY 2025 (Federal Fiscal Year 2024), which began April 1, 2024, including approval of the attached "Certifications of Compliance with PHA Plans and Related Regulations".

The amended Plan is identical to the version approved by the Board on December 20, 2023, with the addition of more details about the PHA's plans to construct eleven new townhome units for families (seven at McDonough Homes and four at Dunedin Terrace) as "mixed-finance" developments. The new apartments are referred to as "Faircloth Units" because the PHA is eligible to receive operating and capital subsidies for them under the Public Housing Reform Act of 1998. The PHA then plans to convert these units to Multifamily Project-Based Rental Assistance (PBRA) using HUD's "Faircloth-to-RAD" process. The revised Plan also includes the Board's latest Project-Based Voucher (PBV) awards.

The PHA Agency Plan consists of a four-page template with checkboxes, and 18 pages of attachments. With the proposed revision, Attachments I and J to the Plan will explain the development and conversion of the Faircloth units as shown on the attachments (deletions are inter-lined and additions are double-underlined).

This amendment to the Agency Plan does not constitute a significant change in the Plan that would require further public notice or another public hearing.

MOTION: Approve Consent Items A.1, A.2, A.4, A.6 and A.7.

Moved: Commissioner Reding. Seconded: Commissioner Xiong.

Vote (roll call): Ayes-5. Nays-0.

Commissioner Thomas asked why Seal Hi-Rise was not included in the pest control contract before the Board as well as other hi-rises. Maintenance Director Tim Angaran explained that the Agency has a total of four pest control contracts; two contracts cover the family developments and the other two are for the hi-rises, and Seal Hi-Rise is covered under a separate contract for pest control. Commissioner Thomas thanked Mr. Angaran for the clarification.

MOTION: Approve Consent Items A.3.
 Moved: Commissioner Reding. Seconded: Commissioner Thomas.
 Vote (roll call): Ayes-5. Nays-0.

Commissioner Lindsey joined the meeting at this time.

Commissioner Robinette asked what kind of trees will be planted at Roosevelt Homes. Mr. Angaran said a diverse group of trees recommended and approved by DNR will be planted at Roosevelt Homes. Commissioner Robinette said she was curious because she didn't want to see the same problem occur with these new trees. She thanked staff for the information.

MOTION: Approve Consent Items A.5.
 Moved: Commissioner Robinette. Seconded: Commissioner Thomas.
 Vote (roll call): Ayes-6. Nays-0.

VII.B. NEW BUSINESS DISCUSSION ITEMS

1. SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION; HIGH PERFORMER RATING; HOUSING CHOICE VOUCHERS

Staff requested Board approval of Resolution No. 24-05/22-01 certifying the PHA's Section 8 Management Assessment (SEMAP) score for Fiscal Year 2024, which again earns HUD's "High Performer" rating for the PHA's Section 8 Housing Choice Voucher Program and achieves Agency Goal #1. Staff calculated that the score this year will be 97% (140 out of 145 points), which is an increase from last year's score. This is the 23rd year the PHA has achieved the High Performer rating since SEMAP's inception in FY 2000. With the Board's approval, staff will submit the certification online to HUD by the May 30 deadline. The PHA's FY 2024 SEMAP score is calculated as follows:

SEMAP Performance Indicators	FY 2024 PHA Score	FY 2023 PHA Score	Possible Points
1. Selection from Waiting List	15	15	15
2. Reasonable Rent	20	20	20
3. Determination of Adjusted Income	20	20	20
4. Utility Allowance Schedule	5	5	5
5. HQS Quality Control Inspections	5	5	5
6. HQS Enforcement	10	10	10
7. Expanding Housing Opportunities	5	5	5
8. FMR Limit and Payment Standards	5	5	5
9. Annual Reexaminations	10	10	10
10. Correct Rent Calculations	5	5	5
11. Pre-contract HQS Inspections	5	5	5
12. Annual HQS Inspections	10	10	10
13. Lease-up (utilization)	15	15	20

14. FSS Enrollment and Escrow Accounts	5	5	10
15. Deconcentration Bonus	5	0	
TOTAL POINTS	140	135	145
SEMAP SCORE	97%	93%	100%

Scores for the first eight indicators are based on the PHA's auditing files and certifying that we have met the standard. The scores for Indicators #9-14 are based on data stored in HUD's online data repositories.¹ HUD extracts the information from the family profile data forms (HUD-50058) submitted electronically by the PHA for each household at least annually, or more frequently as family circumstances change.

This year the PHA again scored all 20 points in the self-audit of 66 randomly selected files for "Determination of Adjusted Income" (Indicator #3). A score of 90% or higher earns full points in this category. There were no errors found, giving a success rate of 100% on the sampled set. Though this perfect score is impressive, supervisors will continue to conduct ongoing training for staff to ensure that calculations are completed correctly and consistently. As is the case every year, the PHA received five of ten possible points on the indicator for "Family Self-Sufficiency (FSS) enrollment and escrow accounts" (Indicator #14). To earn any additional points, the PHA would have to have at least 300 voucher participants enrolled in FSS (80% of the remaining mandatory FSS slots), instead of the 12 enrolled at the end of the calendar year. The PHA earns five points on this factor because 58% of FSS participants during the year (7 of 12) had escrow accounts, well above the 30% threshold to earn these five points. As the rent portion of an FSS participant increases due to earned wages from a new job, the PHA deposits approximately that amount into an account held for the participant. This escrow account is then returned, with interest, when the participant "graduates" from the FSS program.

For the first time since 2005, the PHA also receives the five bonus points available on Indicator #15, Deconcentration of Poverty. To receive points on this factor, the PHA has to meet one or more of the following criteria:

- Half or more of all Section 8 families with children reside in low-poverty census tracts; or
- The percent of Section 8 families with children who moved to low-poverty census tracts during the last year is at least two percentage points higher than the percent of all Section 8 families with children who reside in low-poverty census tracts; or
- The percent of Section 8 families with children who moved to low-poverty census tracts during the last year is at least two percentage points higher than the percent of all Section 8 families with children who resided in low-poverty census tracts at the end of the previous year.

This year, the third condition was met. The PHA had 32.1% of HCV participants with children move to low-poverty census tracts this year compared to the portion (25.9%) of all

¹ The data are reported through HUD's Multifamily Tenant Characteristics System (MTCS) and stored in the Public and Indian Housing Information Center (PIC). HUD's Real Estate Assessment Center (REAC) maintains these systems. They are currently transitioning to new online systems, accessed via portals.

HCV participants with children who resided in low-poverty census tracts at the end of the previous year. The three criteria are explained in more detail in the attachment, along with HousingLink’s analysis of the PHA’s data.

An explanation of all of the SEMAP indicators and scores was attached. Staff believed that the PHA’s performance on these indicators confirms that the Agency is successfully administering the program with integrity and accountability, as well as achieving Agency Goal #1 for another year.

RESOLUTION NO. 24-05/22-01

SECTION 8 MANAGEMENT ASSESSMENT
PROGRAM (SEMAP) CERTIFICATION;
HOUSING CHOICE VOUCHERS

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) currently administers a Section 8 Housing Choice Voucher Program and with a total of 5,243 housing opportunities; and

WHEREAS, the Saint Paul Public Housing Agency is required to submit a Section 8 Management Assessment Program (SEMAP) certification for Fiscal Year 2024; and

WHEREAS, staff has completed all required file audits and documentation for SEMAP scoring; and

WHEREAS, the final SEMAP scores have been presented to the Board and considered at this meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul as follows:

1. The PHA’s SEMAP score of 140 out of 145 points, or 97%, as explained in the attached Board Report, is hereby approved; and
2. The Executive Director or his designee is authorized to execute the required certification and to submit it to the Department of Housing and Urban Development with any required documentation.

Date: _____

Missy Thompson, Board Chair
Saint Paul PHA Board of Commissioners

Ms. Seeba stated that the resolution on page four of the report would be certifying the PHA's SEMAP score for fiscal year 2024. The SEMAP score rated 15 performance indicators. The PHA staff performed an internal audit of Indicators 1 through 8. For indicators 9 through 15, the data is submitted by PHA staff to HUD, and held by HUD electronically. Although this is self-reported, PHA staff compiled and maintain all supporting documentation because HUD may audit the SEMAP score submission. Ms. Seeba said she was happy to report that the PHA earned 140 points out of a possible 145 points. (Commissioner Lindsey pointed out that the printed staff report incorrectly stated the total score was 145 points. Staff agreed and apologized for the error, and confirmed that the correct total was 140 points.) The Agency is shooting for a score above 90%, as that earns the PHA a High Performer rating. The PHA has been rated a High Performer for 23 years as shown on the SEMAP score bar graph in the report.

Housing Choice Voucher Director Corina Serrano reiterated that the bulk of the work was done under Indicator #3 for the self-audit of randomly selected files for "Determination of Adjusted Income". A score of 90% or higher earns full points in this category. There were no errors found, resulting in zero findings for this indicator.

Next, Ms. Serrano touched on Indicator #15, the Deconcentration Bonus, saying this was the first time since 2005 that the PHA received the five bonus points available. The analysis by HousingLink showed that the PHA qualified for the bonus under the third of three criteria listed in Indicator 15.

In response to a question from Commissioner Thomas, Ms. Serrano referred to the first page of the Board report where it explained the definition of SEMAP and its score performance indicators.

Commissioner Reding asked if an applicant coming off a waiting list and getting a voucher was considered a mover. Ms. Serrano said yes and explained that on a document that staff submits to HUD, staff have to note the zip code that a participant was residing in when coming off of the waiting list into the program.

Chair Thompson asked staff to remind the Board of the relationship with HousingLink. Ms. Serrano said every few years staff issues a Request for Proposals for data analysis. The last contract was awarded to HousingLink and they were able to compile all the data on movers and poverty levels in the City of St. Paul. The data also showed information on movers and non-movers as well.

Commissioner Lindsey moved to approve the certification with the correction that the PHA's FY 2024 total score was 140 points, which is 97% of the available points, qualifying for the High Performer rating.

MOTION: Approve Resolution No. 24-05/22-01 amending and certifying the PHA's Section 8 Management Assessment Program (SEMAP) score for FY 2024 of 140 points (97%) High Performer rating.
 Moved: Commissioner Lindsey. Seconded: Commissioner Reding.
 Vote (roll call): Ayes-6. Nays-0.

2. MIXED-FINANCE DEVELOPMENT PROPOSAL; CREATION OF SUBSIDIARY LEGAL ENTITIE "CAPITAL CITY AFFORDABLE HOUSING" (CCAH)

Staff requested Board approval of Resolution No. 24-05/22-03 authorizing the creation of a new legal entity called "Capital City Affordable Housing" ("CCAH"), that will be an instrumentality and wholly-owned subsidiary of the Public Housing Agency of the City of Saint Paul. This is a necessary step to complete the Mixed-Finance Development proposals that HUD requires, in order for the PHA to construct the eleven Faircloth units at McDonough Homes and Dunedin Terrace.

At its February 28, 2024 meeting the Board approved submitting two development proposals to HUD to construct the proposed 7-plex at McDonough and the proposed 4-plex at Dunedin. Both townhomes will be constructed under HUD's Low Income Public Housing (LIPH) program. Upon completion the projects will be transitioned to HUD's Multifamily Project-Based Rental Assistance (PBRA) program using HUD's "Faircloth-to-RAD" option. The Faircloth-to-RAD process requires that development proposals submitted to HUD be characterized as "mixed-finance developments". Federal regulations define "mixed-finance development" as follows:

Mixed Finance: The development (through new construction or acquisition, with or without rehabilitation) or modernization of public housing, using public housing, nonpublic housing, or a combination of public housing and nonpublic housing funds, where the public housing units are owned in whole or in part by an entity other than the PHA. A mixed-finance development may include 100 percent public housing (if there is an Owner Entity other than the PHA) or a mixture of public housing and nonpublic housing units.

The ownership entity can be a "PHA instrumentality", which is defined as an entity "related to the PHA, whose assets, operations and management are legally and effectively controlled by the PHA". "CCAH" would be established as a PHA instrumentality authorized to act for and as the PHA; that is, it will be the PHA for purposes of undertaking public housing development activities. It would also be the ownership entity for these two projects, in order to meet the definition of a mixed-finance development.

Many other housing authorities nationwide have adopted this structure, creating separate subsidiary entities that own former public housing properties or carry out other functions, including the Housing Authority of the City of Austin and the Chicago Housing Authority nationally, as well as Minneapolis Public Housing Authority and Scott County Community

Development Agency locally. The PHA is modeling its subsidiary legal entity creation on the successful model used by other agencies.

The PHA has the legal authority to create “CCAH” through its enabling legislation and Minnesota statutes governing housing and redevelopment authorities (HRAs) and related housing agencies. “CCAH” would be subject to all of the provisions of Minnesota Statutes, as if “CCAH” was itself a housing authority, with the same duties and protections as apply to the PHA. After the new townhomes are constructed, “CCAH” would contract with the PHA to use PHA employees to manage and maintain the properties and perform all other functions required to administer the program.

The process of creating “CCAH” begins with filing Articles of Incorporation with the Secretary of State pursuant to Minnesota Statutes Chapter 317A. Once incorporated, “CCAH” should adopt Bylaws that will apply to “CCAH”, and apply for tax exempt status under Section 501(c)(3) of the Internal Revenue Code. The PHA will be the sole member of “CCAH” and the Board of Directors of “CCAH” will be comprised only of the Board of Commissioners of the PHA. The Board of “CCAH” would meet annually to elect officers, approve the designation of an official depository for “CCAH” funds and approve designation of an official newspaper. CCAH budgets likely will be approved separately, probably in “CCAH Board meetings” that can be held in conjunction with PHA Board meetings. The PHA’s Executive Director will be the Executive Director of “CCAH” as well.

Although the PHA and “CCAH” will be separate, distinct legal entities, these new units will be managed and maintained the same as other PHA-owned units. Staff believes the distinction will be invisible to applicants, tenants, stakeholders, and even to many PHA employees.

RESOLUTION NO. 24-05/22-03

AUTHORIZING THE CREATION OF “CAPITAL CITY AFFORDABLE HOUSING”, A SUBSIDIARY LEGAL ENTITY OF THE PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) is seeking to construct eleven “Faircloth units”, including a 7-plex at McDonough Homes and a 4-plex at Dunedin Terrace; and

WHEREAS, these units will be constructed as Low Income Public Housing and converted to the Multifamily Project-Based Rental Assistance (PBRA) program through HUD’s “Faircloth-to-RAD” process; and

WHEREAS, as part of the “Faircloth-to-RAD” conversion process, the PHA must submit a Mixed-Finance Development Proposal to HUD; and

WHEREAS, in order to be considered a “mixed-finance development”, the development must be owned, in whole or in part, by an entity other than the PHA; and

WHEREAS, the PHA has the legal authority to create a separate legal entity through its enabling legislation and Minnesota statutes; and

WHEREAS, such separate legal entity would subject to all of the provisions of Minnesota Statutes, as if the entity was itself a housing authority, with the same duties and protections as apply to the PHA; and

WHEREAS, there has been presented and considered at this meeting of the Board of Commissioners staff's recommendation to create a separate legal entity to be known as "Capital City Affordable Housing"; and

WHEREAS, the Board of Commissioners finds that the proposed action of creating a separate legal entity is necessary to convert the proposed 11 Faircloth units using the "Faircloth-to-RAD" process, and will further the goal to create additional deeply affordable rental housing, for the benefit of current and future residents and of the community;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of St. Paul (PHA) as follows:

1. The Executive Director or her designee is authorized to take all steps necessary and appropriate to create a separate legal entity named "Capital City Affordable Housing", including drafting by-laws that will be applicable to the separate legal entity, and applying for the entity to receive tax exempt status under Section 501(c)(3) of the Internal Revenue Code.
2. The PHA will be the sole member of "Capital City Affordable Housing" and the Board of Directors of "Capital City Affordable Housing" will be comprised only of the Board of Commissioners of the PHA.
3. The Board of "Capital City Affordable Housing" will meet annually to elect officers, approve the designation of an official depository for "Capital City Affordable Housing" funds and approve the designation of an official newspaper.
4. The Executive Director of the PHA will be the Executive Director of "Capital City Affordable Housing".

Ms. Seeba said the recommended resolution would authorize the creation of a new legal entity and subsidiary of the PHA, called "Capital City Affordable Housing." She noted that as the Board is aware from previous meetings and agenda items, including the amendment to the Agency Plan that was item 7 on the consent agenda today, the PHA is in the process of developing 11 Faircloth units: a proposed 7-plex at McDonough and a 4-plex at Dunedin. The PHA is financing the construction projects with funds previously awarded by Ramsey County. With that said, to secure the greatest amount of subsidy for these new units, all 11 units will be developed as LIPH; and after the construction is complete, they will be converted to the RAD PBRA program under HUD's Faircloth-to-RAD process. To develop these units, HUD is requiring that the PHA submit a mixed-finance development plan. For the development proposal to be considered a mixed-finance development proposal, the units

must be developed and owned by an entity separate from the PHA. That entity can be a wholly-owned subsidiary of the PHA, that is entirely controlled by the PHA. Ms. Seeba pointed out that it is not unusual for housing authorities to have a subsidiary entity like this. In fact, those Commissioners who were on the Board in 2017 may recall that staff were in the process of creating a subsidiary entity for the RAD transaction but abandoned that when it was determined that it was not needed to complete that transaction. Ms. Seeba then turned it over to Housing Policy Director Lisa Feidler to provide more details.

Ms. Feidler said the Faircloth-to-RAD process requires submission of a Mixed-Finance Development Proposal and the Board approved the submission of such a proposal at the February 28, 2024 meeting. Interestingly, HUD's definition of "mixed-finance" in this context has little to do with how the project is financed and everything to do with the ownership structure, and that is where the requirement to create this separate ownership entity comes from. A Mixed-Finance Development is defined by HUD as one where the public housing units are owned in whole or in part by an entity other than the PHA. Often, this is necessary for other reasons in the Mixed-Finance Development process: for example, PHAs include a separate ownership entity to be eligible for outside funding, tax credits, etc. In addition, many Faircloth-to-RAD transactions are RAD-PBV transactions, where a separate ownership entity is required because PHAs can't enter into HAP contracts with themselves. In our case, the ownership entity is required only to meet this definition and to comply with the Mixed-Finance Development process. With that said, there are other purposes to having a non-profit entity wholly owned by the PHA and there may be other future uses for the entity. But for now, The PHA would be creating this entity simply to move the development process forward for the Faircloth units. Regarding the amendment to the Annual Plan, that is also required for this process. Construction of the Faircloth units was mentioned in the original plan, but staff had not specified Mixed-Finance Development as a new activity for the year. Hence, staff made that change and added some additional details about the project.

Commissioner Thomas asked if the entity would be linked to the development. Ms. Feidler explained that the entity is very much attached to the PHA. It would have the same Board of Commissioners; the same Executive Director and it would be wholly owned by the PHA.

Commissioner Lindsey said just by looking at other models around the country, they don't hire additional staff and don't have employment obligation beyond what they currently have. Ms. Feidler explained that there are different ways of doing this but the Agency's intention is not to have additional staff, rather this entity would contract with the PHA to provide property management staff.

Chair Thompson reiterated what this would mean for the Board of Commissioners. So, at an annual Board meeting there would be three meetings; the Board would have the regular business meeting, the annual meeting and now the annual CCAH meeting.

Commissioner Reding asked staff to explain the theory behind formal contracts and exchange of budget allocations. Interim General Counsel Sean Whatley explained that the PHA is working on this in consultation with HUD and they are telling PHA staff what structure would satisfy their arrangement down the line. The plan is to have this essentially be behind

the scenes contracts. A contract would be in place to allow for exchange of funds but on the front end it would be managed similar to other PHA-owned properties.

MOTION: Approve Resolution No. 24-05/22-03 authorizing the creation of a new legal entity called "Capital City Affordable Housing" (CCAH), an instrumentality and wholly-owned subsidiary of the PHA. Mixed-Finance Development proposal.

Moved: Commissioner Lindsey. Seconded: Commissioner Reding.

Vote (roll call): Ayes-6. Nays-0.

IX. INFORMATIONAL ITEMS

A. GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

The PHA has been awarded another Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA), honoring the PHA's FY 2023 "Annual Comprehensive Financial Report" (ACFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by the management and staff of a governmental unit or agency. This is the 17th year that the PHA has received this award.

The GFOA explains its mission and the award in the attached letter and on the organization's website as follows:

The Government Finance Officers Association (GFOA), founded in 1906, represents public finance officials throughout the United States and Canada. ... GFOA's mission is to advance excellence in state and local government financial management. ...

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (ACFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

Ms. Seeba congratulated and thanked CFO Will Wallo and the Finance Team for their hard work as the PHA has been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. Mr. Wallo recognized his Finance Team: Michelle Kallenbach, Matt Borndale, Lucas Schilling, John Newton, Lisa Frerotte and Vanessa Austin as these staff had made it possible.

B. INVESTMENT REPORT FOR ALL PROGRAMS AS OF APRIL 30, 2024

As shown on the investment report as of April 30, 2024, the Agency had purchased \$30,926,297 of investment-grade securities, fully backed by the federal government, with a

weighted average yield-to-maturity of 5.15%. These investments were made in accordance with the Agency's Investment Policy, as approved by the Board on October 25, 2023, as well as HUD's investment policies as set forth in PIH Notice 1996-33.

Ms. Seeba commented that the Investment Report has been provided in the Board packet monthly since September 2023, and staff plan to continue to do so. The Agency is investing available PHA funds pursuant to the PHA's Board Approved investment policy. This reflects the PHA's commitment to being a good steward of taxpayer dollars, and financial transparency.

C. COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENTS RESULTS; 7TH YEAR; ANNUAL REPORT

The Agency continues to benefit from its hallmark "green initiative" that uses solar power to meet the electrical energy needs at the W. Andrew Boss Building/Central Administrative Office (CAO) and ten of the PHA's sixteen hi-rises. For Calendar Year 2023, the seventh year of the 25-year community solar garden agreements, the PHA realized a direct cost savings in electricity (the net portion of the credits retained by the PHA) of \$110,965. As shown on the attachment, the value of the credits varies considerably from month to month. It is based on the amount of energy the three community solar gardens supply to Xcel's electrical grid each month, which is dependent on Minnesota's weather.

After the first seven years of participation in the community solar garden subscriptions, the PHA has benefited financially with electric bill credits netting \$766,112 in total. The annual amounts for CY 2017 through CY 2023 are presented in the attached spreadsheet.

On November 25, 2015 the Board approved entering into 25-year agreements attached to three community solar garden sites built in Rosemount, Minnesota by Geronimo Energy of Edina, Minnesota, the project developer. The agreements represented the average annual electricity usage (kilowatt hours) at ten PHA hi-rises and a small portion of the W. Andrew Boss Building/Central Administrative Office. Under the agreements the PHA contributed nothing toward the community solar gardens' construction and operating costs; and the Agency will receive credits on its energy bills from Xcel Energy for 25 years.

The agreements include the following hi-rises (formerly AMPs 2, 3, 5 and 6):

- Front
- Hamline
- Seal
- Edgerton
- Iowa
- Wilson
- Mt. Airy
- Valley
- Exchange
- Wabasha

The community solar gardens provide electricity to the electrical grid; and the PHA receives monthly credits on the electric bills for almost all of the electrical consumption at those hi rises, and a portion of the consumption at the CAO. Xcel Energy will provide credits on the PHA's electricity bills throughout the 25-year term of the subscription agreements. The PHA keeps a portion of the credits for our participation in the agreements and passes the majority of the credits back to the contractor to defray their capital investment.

Ms. Seeba commented that this year the PHA realized a \$110,000 savings in electricity cost based on this contract. This is year 7 of a 25-year contract.

D. LEAD-BASED PAINT MONITORING AND ABATEMENT; ANNUAL REPORT

This is staff's annual report to the Board on monitoring and abating lead-based paint. The PHA is committed to complying with all federal, State and local requirements relating to lead-based paint. That includes promptly responding to any report that a child has been identified as having an "elevated blood lead level" (EBLL) while living in PHA-owned housing (Public Housing and RAD Project-Based Rental Assistance/PBRA) or a Housing Choice Voucher-assisted dwelling unit, as explained below. Fortunately, those EBLL reports are relatively rare, and in most of those cases the lead source is found to have been a prior residence, not the assisted unit.

In the last fiscal year (FY 2024), no children living in PHA-owned housing units (Public Housing and RAD Project-Based Rental Assistance) were reported as having an Elevated Blood Lead Level (EBLL). In the Housing Choice Voucher program, one property owner was required to abate lead paint in a unit (by removing or encapsulating the paint) and staff ordered two "lead clearance tests" to confirm the work was done properly. Four HCV participant families self-identified as having one or more children with EBLL.

Lead-based paint can be found in housing built before 1978, and is more commonly found in very old homes with original painted interior and exterior trim. In the housing units that the PHA owns and manages (Public Housing and PBRA), staff are responsible for the appropriate lead abatement (removal) or containment and for ensuring appropriate clearance work. For the Housing Choice Voucher (HCV) units, the PHA executes a Housing Assistance Payments (HAP) contract with the private property owner that authorizes the rental assistance payments. Under the HAP contract the owner is responsible for any required lead abatement/containment and clearance work. The PHA's role is to monitor and ensure compliance.

On September 15, 1999, HUD published a final regulation known as the Lead Safe Housing Rule², to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. HUD issued further guidance on the Lead Safe Housing Rule in subsequent years, including a 2017 notice advising public housing agencies (PHAs), Housing Choice Voucher (HCV) property owners and Project-Based Voucher (PBV) property owners on the actions they must take when a child in a family receiving rent assistance is identified as having an elevated blood lead level (EBLL).³ The 2017 Notice

² The Lead Safe Housing rule's full name is "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance. 24 CFR Part 35.

³ PIH Notice 2017-13; Office of Lead Hazard Control and Healthy Homes (OLHCHH) Notice 2017-01.

- Adopted the Elevated Blood Lead Level (EBLL) set by the U.S. Centers for Disease Control and Prevention (CDC),⁴
- Enhanced the level of investigation required for a housing unit of a child under age six with an EBLL, and
- Added a requirement for testing in other covered units when a child under age six with EBLL is identified in a multi-unit property.

PHA-Owned Housing: The PHA has a strong history of addressing lead-based paint hazards in accordance with Environmental Protection Agency (EPA) and HUD regulations. As regulations have evolved, staff have adapted testing and abatement/containment measures to meet the changing requirements. Starting in 1988 the Agency awarded several contracts for lead-based paint testing and risk assessment in our family and hi-rise units.

- At the PHA family sites, lead-based paint abatement/containment work has been completed in each major modernization project (Mt. Airy, Roosevelt, McDonough and Dunedin). As of 2019, Roosevelt and Dunedin were fully cleared of lead-based paint hazards. As of 2021, basement posts containing lead-based paint at McDonough and Mt. Airy Homes have been covered with expanding foam insulation encased in polyvinyl chloride (PVC) pipe.
- In 2011 lead-based paint testing and risk assessment were completed at PHA-owned scattered site units. After receiving the inspection results, staff contracted lead-based paint abatement/containment with licensed contractors at scattered site homes where reports showed lead-based paint hazards were present.
- Testing for lead-based paint in hi-rises was completed in 2006 and 2011. Although the results showed low-level lead content in some subsurface paint (under layers of other, intact paint) and wall tiles in bathrooms, there were no conditions found that required correction.

Following the abatement/containment work at scattered sites, PHA Maintenance staff implemented procedures for annual visual assessment and repairs to surfaces known to contain lead-based paint. Every Maintenance staff person who performs yearly preventive maintenance inspections or prepares vacant units for re-rental visually assesses the condition of painted surfaces. Any lead hazards found during inspection are addressed following HUD Guidelines.

Additionally, in 2023, staff procured a contract with Viking Exteriors for window replacements at 22 scattered site homes which, during previous contracted lead risk assessments, were found to contain lead-based paint on some of the window components. By early 2024, all of the windows that contained lead-based paint at the 22 homes were replaced using lead-safe work practices.

Currently, 83 PHA Maintenance staff members have completed an 8-hour “lead safe renovator” training course, which focused on HUD and EPA Guidelines for working in areas where lead-based paint is present. The certification earned upon completion of the course is good for five years (expiring in 2026 for 15 staff members, 2027 for 10 staff members, 2028

⁴ The current threshold for Elevated Blood Lead Level is 5 micrograms of lead per deciliter of blood, verified by a venous test.

for 52 staff members, and 2029 for 6 staff members). Although PHA Maintenance staff are trained and certified to perform lead renovation work, the PHA's procedure is to hire a certified lead renovation firm to perform all lead renovation work above HUD's *de minimis* level for interior painted surfaces of two square feet or 10% of a building component, whichever is less. In the summer of 2024, staff will procure lead safe renovator training for Maintenance staff who joined the PHA since the spring 2024 session. Additionally, in February 2022, one Maintenance staff member completed a 32-hour lead-based paint supervisor training. A lead-based paint supervisor may supervise lead-based paint renovation projects and prepare occupant protection plans and abatement reports. While the PHA hires licensed contractors to perform all lead renovation work above the *de minimis* level, it is an added level of resident safety to have a knowledgeable staff member to observe contractor work and ensure that lead-based paint chips and dust are controlled and disposed of properly.

HCV Programs: Housing Choice Voucher Program staff review homes identified as having lead-based paint (LBP) and children with an Elevated Blood Lead Level (EBLL) on two separate tracks to ensure participants are not exposed to lead. First, the program has a unit-specific process, where inspectors review each unit that was built prior to 1978 where children under the age of six reside, and ensure compliance with standard LBP inspection criteria. Separately, once staff have identified a household that includes a child with an EBLL, staff follow the specific process required by HUD. (PIH Notice 2017-13)

As stated above, in Fiscal Year 2024 staff ordered two "lead clearance tests" by our contractor for one HCV unit. Also, four HCV participant families self-identified as having one or more children with EBLL. Staff will continue to monitor these four families until their lead levels have dropped below the EBLL level.⁵

The PHA's HCV inspectors closely inspect for peeling, cracking, or otherwise defective paint in a unit older than 1978 with a child under age six during their annual (or initial) Housing Quality Standards (HQS) inspections. If an inspector finds the unit has interior deteriorating paint, the inspector determines whether the defective paint is over HUD's *de minimis* limit. If the defective paint exceeds that threshold, the inspector cites the unit for a paint deficiency, with the assumption it is lead-based paint.

This citation by an inspector invokes a series of owner requirements to correct the deficiency before staff can begin or continue rental assistance for the unit. First, the owner must complete a pre-work checklist, where they certify the safety measures they (or the contractor overseeing the work) will take while correcting the paint issues. The checklist is a guide for the owner to ensure they are completing the work in accordance with the EPA's "Lead Renovation, Repair, and Painting" requirements. When the abatement/containment work is complete, they submit a post-work checklist certifying their compliance with those safety

⁵ It is not always the unit the family is currently living in that has lead paint hazards that cause the EBLL. Sometimes it is where the child goes to daycare, or the family's work environment, or a previous unit.

- Of the four EBLL cases, one was reported prior to this Fiscal Year and the unit issues have already been addressed. The PHA has to continue to monitor the case until the child's blood lead levels drop.
- Two of the families moved prior to having an inspection scheduled to determine if there were LBP issues in the apartment.
- In the fourth reported case, staff cited LBP issues on the exterior of the home so the owner was required to—and did—remove or abate the hazards. No clearance testing is required in that case.

standards. They must also provide the EPA Lead Safe certificate for the owner/contractor who has abated/contained the paint. Lastly, the unit is required to pass a lead clearance test by a specific third party organization, contracted by the PHA at no cost to the owner. Inspectors also will cite a unit for a lead-based paint deficiency if it has defective paint that exceeds the *de minimis* threshold for exterior painted surfaces of 20 square feet or 10 percent of the total combined surface area of a particular component. Exterior deficiencies do not require clearance testing, but do require the owner to complete a pre-work checklist and a post-work checklist, and produce an EPA Lead Safe certificate for the contractor completing or overseeing the work.

As stated above, in Fiscal Year 2024 staff ordered two lead clearance tests by our third-party contractor for the same unit. Any unit that does not pass the first clearance test has subsequent re-checks until the unit passes.

Staff also follow a separate process when a child under the age of six living in an HCV-assisted unit is identified as having an EBLL. This identification will either happen through required data-sharing with the St. Paul-Ramsey County Public Health (SPRCPH), or through self-reporting by a participating family.

The HUD guidance requires data-sharing between local health departments and public housing agencies. The purpose is to be pro-active in identifying children with an EBLL so that the PHA may take prompt corrective actions. The PHA complies by reporting quarterly to SPRCPH the addresses of all families with children under the age of six, living in properties that are owned by the PHA or subsidized under the PHA's Housing Choice Voucher program. When Public Health staff discover a match, they notify the PHA. Staff from both agencies then coordinate to schedule the environmental investigation with the family and notify the landlord of possible lead hazards.

The health department is also permitted, but not required, to disclose to the PHA all of the families within the county who have been identified as EBLL. However, SPRCPH has opted not to provide this information to the PHA.

In its efforts to identify all HCV-assisted families with EBLL children, staff also request that families self-report. At each intake and annual certification, participants are asked if any children under age six have had any medical tests that reveal that they have lead in their blood. If they answer affirmatively, staff will ask them to obtain verification that the child has an Elevated Blood Lead Level. If a household cannot provide this verification, staff contact the Department of Health to check if they have received any confirmation for the child in question.

If staff receive a confirmation, the PHA notifies both HUD and Ramsey County within five business days, in accordance with the rule. Concurrently, staff will work with Ramsey County to ensure an environmental investigation of the home is completed within fifteen days. An environmental investigator from Ramsey County will inspect the child's home, and interview the family to determine if there are any other lead hazards in the child's life (parent's work, daycare, etc.). Once the investigation is completed, the PHA receives a copy

of the results and staff review the recommendations.

If the recommendations include abating current areas of the home that have lead-based-paint, the property owner is notified that their unit is no longer in compliance with HUD's requirements⁶ and they are given 30 days to complete the repairs before rental assistance will be suspended. The PHA will provide the owner with the specific recommendations, which usually entail some sort of lead abatement/containment and hazard control, as well as a clearance tests for confirmation the home is safe from lead hazards.

Though the PHA is tasked with monitoring the owner's compliance from this point forward, the owner is responsible for all subsequent steps, including the lead abatement/containment repairs, costs, appropriate notifications of other building tenants (if applicable), and ongoing lead-based-paint maintenance. Staff will inform the property owner of Ramsey County and City of St. Paul programs that can reduce their costs. Reduced cost abatement programs are available to the owner if the tenant's income is at or below HUD's Low Income limit⁷, which typically includes participants in the Housing Choice Voucher Program. Ramsey County will conduct the clearance test after being notified by the owner that the lead abatement/containment is complete. Once clearance testing is completed, Ramsey County provides a copy of the results to the PHA and the PHA must notify the HUD Field Office within ten business days. Staff will continue to follow up with the participant family on a quarterly basis until the child is no longer considered EBLL.

Staff will continue to provide annual reports to the Board on this topic.

E. SUMMARY OF EXTERNAL REVIEWS AND AUDITS; ANNUAL REPORT

In addition to the Agency's annual financial and compliance audit conducted by an independent contractor, the Agency is also subject to assorted audits and reviews by various divisions of HUD and their contractors, as well as the State of Minnesota and other governmental entities, outside funders, and our insurance carriers. This report summarizes the areas audited or reviewed during the past fiscal year, the scope of the review, and significant findings, if any.

1. **Annual Financial and Compliance Audit.** At the end of each Fiscal Year the Agency engages an independent auditor to conduct a financial audit and compliance review as required by federal regulations (2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; §200.501).

⁶ To receive HCV rent subsidies, a rental unit must comply with HUD's Housing Quality Standards (HQS). That standard will be replaced by HUD's NSPIRE inspection protocol.

⁷ The 2024 Low Income limit for a family of 4 in the Twin Cities is \$97,800, approximately 80% of the Area Median Income for a family that size.

In Fiscal Year 2024 (for Fiscal Year 2023 reporting), the Agency received its 25th finding-free audit report in the last 26 years, meaning there were no material weaknesses or misstatements detected by the independent auditors. This audit was performed by Baker Tilly in the second year of a five-year agreement for their audit services. On a related note, the Agency also received the “Certificate of Achievement for Excellence in Financial Reporting” from the Government Finance Officers Association for the Agency’s Fiscal Year 2023 Annual Comprehensive Report.

HUD staff reviewed the audit report and notified the Agency on December 12, 2023 that it was accepted.

2. Annual Workers’ Compensation Premium Calculation Audit by Berkley Risk.

The annual Workers’ Compensation premium calculation audit was performed on May 25, 2023 by Berkley Risk, a risk management firm under contract with the League of Minnesota Cities Insurance Trust. The initial insurance premium is based on an Agency staff projection of salaries for employees divided into four risk categories: Maintenance staff, Housing Inspectors and Project Leaders, CHSP staff, and Clerical (which includes everyone who is not in one on the first three categories). Beginning in 2024, these classifications will be consolidated down to two categories: PHA staff and CHSP staff. Berkley’s prospective estimate of the Agency’s workers’ compensation premium for Fiscal Year 2023 was \$331,012. After the audit, the final insurance premium calculation was \$312,072, resulting in a refund to the Agency of \$18,940 (5.7%).

3. Voucher Management System (VMS) On-Site Validation Review. From August 1 to August 4, 2023, staff from HUD’s Quality Assurance Division (QAD) conducted an on-site validation review of the PHA’s Housing Choice Voucher Program (HCV) Voucher Management System (VMS) submissions completed between June 1, 2022 and May 31, 2023. HUD relies on the PHA’s VMS submissions to determine if HCV rent subsidies were paid properly to property owners who lease homes and apartments to HCV participants. The VMS On-Site Validation Review yielded no findings related to VMS submissions.

The number and amount of rent subsidies for a given time period are variable and subject to change after the time period ends, depending on several factors including the following:

- Claims for retroactive payment (often for vouchers that “port-out” to other jurisdictions);
- Reinstated payments that were suspended (abated) due to conditions cited during inspections (Housing Quality Standards/HQS deficiencies);
- Delayed certifications by property owners that cited deficiencies were corrected;
- And other factors.

Although the validation review did not result in any findings, the QAD team identified six areas of concern and ten corrective actions to be addressed to improve

the PHA's reporting of HCV data in VMS. In each of the areas of concern identified, the variance identified was less than the three percent threshold (+/- 3%) and therefore was not considered a significant finding. The PHA implemented the corrective actions recommended by the QAD to address the areas of concern and increase the accuracy of future reporting.

4. Annual Minnesota Housing Finance Agency (MHFA/MN Housing) Review of Tenant Incomes and Rent Calculations for Projects with State Grants or Loans. Annually MHFA/MN Housing requires the Agency to submit income and rent calculations for tenants who reside in the dwelling units that were built or modernized with MHFA/MN Housing grant or loan funds, which now includes these seven sites:

- Roosevelt Homes: New construction of six public housing units (2014); deferred loan from the "Economically Disadvantaged Housing Challenge" program (EDHC);
- Mt. Airy Homes: New construction of four new public housing units (2015); deferred loan from EDHC;
- Dunedin Terrace: Modernization of family housing units in multi-phase project (2014, 2016, 2020); three MHFA forgivable loans under the "Publicly Owned Housing Program (POHP)";
- McDonough Homes: New construction of twelve public housing units (2017); deferred loan from EDHC;
- Front Hi-Rise: Modernization of plumbing system and boilers (2022); forgivable loan from MHFA through POHP;
- Wabasha Hi-Rise: exterior repairs (2023); forgivable loan from MHFA through POHP;
- Valley Hi-Rise: Modernization of electrical system (in progress); forgivable loan from MHFA through POHP.

On December 15, 2023, MHFA/MN Housing notified the Agency the report was due by February 15, 2024. Staff submitted all of the requested items online before the due date.

MHFA/MN Housing notified the Agency on March 29, 2024, April 10, 2024, and May 7, 2024, that the compliance reviews had been completed and no violations or areas of concern were found.

5. Federal Home Loan Bank of Des Moines (FHLBDM) Project Completion and Long-Term Monitoring Reviews. FHLBDM requires the agency to submit income and rent calculations and demographic data for the tenants who reside in dwelling units modernized with FHLBDM grant funds upon project completion and periodically thereafter. This includes the following projects at eight PHA hi-rises:

- Valley Hi-Rise plumbing modernization (2016);
- Montreal Hi-Rise plumbing modernization (2017);
- Central Hi-Rise elevator modernization (2018);
- Dunedin Hi-Rise elevator modernization (2018);

- Exchange Hi-Rise elevator modernization (2018);
- Neill Hi-Rise elevator modernization (2018);
- Cleveland Hi-Rise elevator modernization (2019);
- Front Hi-Rise plumbing and boilers (2019).

During FY 2024, FHLBDM completed project completion reviews at Central, Dunedin, Exchange, Neill, Cleveland and Front Hi-Rises. FHLBDM also completed long-term monitoring reviews at Montreal, Central, Dunedin, Exchange and Neill Hi-Rises in FY 2024. While most of these reviews concluded without notable findings, FHLBDM flagged Front Hi-Rise for additional compliance monitoring due to not meeting special needs targeting commitments (for example, percentage of units rented to elderly persons and people with disabilities). Staff anticipate that increasing occupancy at Front Hi-Rise over the next few months will ensure that special needs targeting commitments are met and the additional compliance monitoring at Front will cease.

F. AGENCY GOALS FISCAL YEAR 2025 – 2026 PUBLICATION

Ms. Seeba commented that the Agency Goals were considered by the Board at the December 20, 2023, Board meeting and adopted by the Board at the January 24, 2024 meeting. Communications Manager Mai Moua was responsible for much of this process and this final document, and turned it over to Ms. Moua Mai to comment on this Goals document.

Ms. Moua said this is a product that came out of a half-day mini-retreat led by our current Executive Director Louise Seeba back in October 2023. These goals continue to emphasize the core work of the PHA. Directors will use this as a guide and reflect on this document as they work on their department accomplishments at yearend for the next two years. A total of 2,500 copies were printed and shared with Human Resources and the Maintenance department as these will be distributed during new employee orientations. An electronic version is posted on our external website and intranet for staff. Lastly, this publication is added to our “green folder”, an introduction packet that staff often share and hand out during PHA 101s with elected officials and community partners.

Adjourned 9:48 a.m.

Chairperson

Secretary

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM LOUISE SEEBA
EXECUTIVE DIRECTOR****REGARDING** Janitorial Services at
McDonough Community Center;
Contract No. 25-031**DATE** June 26, 2024

Staff recommends Board approval to award a contract to Cady Building Maintenance, Inc. of New Hope, Minnesota to provide janitorial services at the McDonough Community Center. If approved, the contract will begin on August 1, 2024 and run for an initial period of one year, with an option to negotiate annual extensions for a maximum contract term of five years.

Janitorial services would be provided weekday evenings, Monday through Friday. The monthly cost for these services would be \$7,300 plus \$32.00 per hour for additional work requested by staff. This is approximately 7.35% higher than the current contract cost.

Staff advertised the Request for Proposals (RFP) for these services in local newspapers, posted a complete set of proposal documents to Northstar Planroom (northstarplanroom.com), and sent invitations for proposals to local contractors that have expressed an interest in working for the PHA. The five responding firms were independently rated by PHA staff on the criteria stated in the RFP including point values for general response to the RFP, related experience, provision of services in a timely manner, affirmative action efforts (M/W/DBE) and cost. The evaluation committee ranked Cady's proposal highest, as shown on the attached Summary of Proposal Ratings.

The PHA maintains four separate janitorial service contracts, one contract for each of the three community centers and the W. Andrew Boss Central Administrative Office building. Cady Building Maintenance has performed satisfactorily for the PHA and is currently performing

janitorial services for the W. Andrew Boss Central Administrative Office building. Equal Employment Opportunity Employer Information Reports for Cady Building Maintenance and the second highest rated proposer, Linn Building Maintenance, are attached.

Staff anticipates that approximately \$87,600 will be spent during the first year of this contract. There are sufficient funds for this contract in the current RAD PBRA Operating Budget, and funds will be requested in this budget for future years.

TDA/TDB/JTL/AL

Attachment: Summary of Proposal Ratings
Employer Information Reports (EEO-1)

JANITORIAL SERVICES AT MCDONOUGH COMMUNITY CENTER

Contract 25-031

RFP Receipt Date: June 6, 2024

Evaluation Summary:

Contractor	Evaluators	Professional/technical competence, knowledge of applicable codes and regulations, related past experiences, and general response to proposal.	Ability to provide services in timely manner.	M/W/DBE status or other affirmative action efforts	Cost	Total Points
		(1-50 PTS)	(1 - 30 PTS)	(0 - 5 PTS)	(1 - 15 PTS)	(1-100 pts)
Cady Building Maintenance, Inc	Evaluator #1	45	30	3	15	93
	Evaluator #2	46	26	3	15	90
	Evaluator #3	47	28	3	15	93
	Evaluator #4	45	30	3	15	93
	Avg.	45.75	28.50	3.00	15.00	92.25
Linn Building Maintenance	Evaluator #1	45	25	3	14	87
	Evaluator #2	44	25	3	14	86
	Evaluator #3	44	26	3	14	87
	Evaluator #4	45	30	3	14	92
	Avg.	44.50	26.50	3.00	14.00	88.00
MinneClean	Evaluator #1	40	20	5	15	80
	Evaluator #2	33	21	5	15	74
	Evaluator #3	41	25	5	15	86
	Evaluator #4	35	25	5	15	80
	Avg.	37.25	22.75	5.00	15.00	80.00
Valecaze Cleaning Company	Evaluator #1	35	15	5	6	61
	Evaluator #2	44	23	5	6	78
	Evaluator #3	38	21	5	6	70
	Evaluator #4	30	20	5	6	61
	Avg.	36.75	19.75	5.00	6.00	67.50
Quality Pro Cleaning LLC	Evaluator #1	25	15	5	10	55
	Evaluator #2	32	23	5	10	70
	Evaluator #3	39	22	5	10	76
	Evaluator #4	30	20	5	10	65
	Avg.	31.50	20.00	5.00	10.00	66.50

EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report

Company Name: Lady Building Maintenance Contact Person: Michele Lady
 Address: 9200 Bass Lake Rd Telephone #: 763-531-0010
 City: MW Haza #360 Fax #: 763-531-8020
 State: MN Zip: 55428 Fed. Tax ID #: 41-1681413

Email Address: _____

Company Owner* Information:

Category:

- 1 White American
- 2 African American
- 3 Native American Indian
- 4 Hispanic American
- 5 Asian/Pacific American
- 6 Hasidic Jew
- 7 Female
- 8 Disabled

Native Origins in:

- Europe, North America, or the Mid-East
- Any Black racial group in Africa
- North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
- Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
- Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White		African American		Nat. Amer. Indian		Hispanic American		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	2	2	2				4	2					8	4	12
Professionals	1	1											1	1	2
Technicians															
Sales Workers	1	1											1	1	2
Office & Clerical		2						1						3	3
Craftsmen (Skilled)															
Operatives (Unskilled)															
Laborers (Unskilled)	3	3	1	1			37	38					41	42	83
Service Workers															
Totals	7	9	3	1			41	41					51	51	102

On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Michele T. Lady
 Equal Employment Opportunity Officer (Print Name)
Michele T. Lady
 Equal Employment Opportunity Officer (Signature)

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Linn Building Maint. Contact Person: Steve Kissell
 Address: 1899 Rice Street Telephone #: 651-778-1322
 City: Roseville Fax #: 651-774-9723
 State: Mn Zip: 55113 Fed. Tax ID #: 411382462
 Email Address: Stevek@lbn-janitorial.com

Company Owner* Information:

Category:

- 1 White Non-Hispanic
- 2 Black Non-Hispanic
- 3 American Indian
- 4 Hispanic
- 5 Asian/Pacific Islander
- 7 Female
- 8 Disabled

Native Origins in:

Europe, North America, or the Mid-East
 Any Black racial group in Africa
 North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
 Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
 Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	2	1											2	1	3
Professionals															
Technicians	2	4	3	1			5	5					10	10	20
Sales Workers	1												1		1
Office & Clerical		2												2	2
Craftsmen (Skilled)															
Operatives (Unskilled)															
Laborers (Unskilled)															
Service Workers															
Totals	5	7	3	1			5	5							
On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Steve Kissell
 Equal Employment Opportunity Officer (Print Name)
Steve Kissell
 Equal Employment Opportunity Officer (Signature)

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBA
EXECUTIVE DIRECTOR**

REGARDING REVISED Section 8 Management
Assessment Program (SEMAP) Certification;
High Performer Rating

DATE June 26, 2024

Staff requests Board approval of Resolution No. 24-06/26-01 certifying the PHA's corrected Housing Choice Voucher/Section 8 Management Assessment (SEMAP) score of 93% (135 out of 145 points) for Fiscal Year 2024. This score earns HUD's "High Performer" rating for the PHA for the 23rd year. Staff is also requesting this resolution be approved with an effective date of May 29, 2024, for the reasons explained below.

At the May board meeting, staff requested approval certifying the HCV SEMAP score of 97% (140 out of 145 points), which included a five-point Deconcentration Bonus (Indicator 15). However, upon preparing for submission of the SEMAP certification, staff discovered an error in HousingLink's analysis for the bonus indicator. Staff reached out to HousingLink who confirmed the error and that the PHA was not entitled to the bonus points. This resulted in a revised SEMAP score of 135 out of 145 points. The PHA's FY 2024 SEMAP score is calculated as follows:

SEMAP Performance Indicators	FY 2024 PHA Score	FY 2023 PHA Score	Possible Points
1. Selection from Waiting List	15	15	15
2. Reasonable Rent	20	20	20
3. Determination of Adjusted Income	20	20	20
4. Utility Allowance Schedule	5	5	5
5. HQS Quality Control Inspections	5	5	5
6. HQS Enforcement	10	10	10
7. Expanding Housing Opportunities	5	5	5
8. FMR Limit and Payment Standards	5	5	5
9. Annual Reexaminations	10	10	10
10. Correct Rent Calculations	5	5	5
11. Pre-contract HQS Inspections	5	5	5
12. Annual HQS Inspections	10	10	10

SEMAP Performance Indicators	FY 2024 PHA Score	FY 2023 PHA Score	Possible Points
13. Lease-up (Utilization)	15	15	20
14. FSS Enrollment and Escrow Accounts	5	5	10
15. Deconcentration Bonus	0	0	
TOTAL POINTS	135	135	145
SEMAP SCORE	93%	93%	100%

Staff submitted the corrected score on May 29, 2024, in compliance with the certification deadline of May 30, 2024. Missing the deadline would have resulted in a score of 0% and a “troubled agency” designation. Despite the correction, the final score of 93% still qualifies for a High Performer rating, so there are no substantive consequences. However, regulations require the Board to pass a resolution authorizing the certification. The resolution passed on May 22, 2024, did not account for the removal of the Deconcentration Bonus points. Today’s resolution will be retroactively effective as of May 29, 2024, the date the corrected certification was submitted.

As explained in the May 22, 2024, Board report, scores for the first eight indicators are based on the PHA’s auditing files and certifying that we have met the standard. The scores for Indicators #9-14 are based on data stored in HUD’s Public and Indian Housing Information Center (PIC). HUD extracts the information from the family profile data forms (HUD-50058) that the PHA submits for each household at least annually, or more frequently as family circumstances change.

This year the PHA again scored all 20 points in the self-audit of 66 randomly selected files for “Determination of Adjusted Income” (Indicator #3). A score of 90% or higher earns full points in this category. No files audited contained errors, giving a success rate of 100% on the sampled set. Though this low error rate is impressive, supervisors will continue to conduct ongoing training for staff to ensure that income and rent calculations are consistently completed correctly.

The PHA received five of ten possible points on the indicator for “Family Self-Sufficiency (FSS) enrollment and escrow accounts” (Indicator #14). To earn any additional points, the PHA would have to have at least 300 voucher participants enrolled in FSS (80% of the remaining mandatory FSS slots), instead of the 12 enrolled at the end of the fiscal year. The PHA earns five points on this factor because 58% of FSS participants during the year (7 of 12) had escrow accounts, well above the 30% threshold to earn these five points. As the rent portion of an FSS participant increases due to earned wages from a job, the PHA deposits approximately that amount into an account held for the participant. This escrow account is then returned, with interest, when the participant “graduates” from the FSS program.

An explanation of all SEMAP indicators and scores is attached. Staff believes that the PHA’s performance on these indicators confirms that the Agency is successfully administering the program with integrity and accountability, but the program is still adjusting to impacts from the pandemic.

Achieving “High Performer” status in the Housing Choice Voucher/Section 8 continues to be one of the Agency Goals and staff are taking steps to achieve it again for FY 2025.

CMS/SDW/LAF

- Attachments:
1. Resolution No. 24-06/26-01
 2. Explanation of SEMAP Indicators
 3. St. Paul PHA SEMAP Scores Chart
 4. HousingLink Analysis of Deconcentration

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

RESOLUTION NO. 24-06/26-01

**SECTION 8 MANAGEMENT ASSESSMENT
PROGRAM (SEMAP) CERTIFICATION**

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) currently administers a Section 8 Housing Choice Voucher Program with a total of 5,243 housing opportunities; and

WHEREAS, the Saint Paul Public Housing Agency is required to submit a Section 8 Management Assessment Program (SEMAP) certification for Fiscal Year 2024; and

WHEREAS, staff has completed all required file audits and documentation for SEMAP scoring; and

WHEREAS, at its May 22, 2024 meeting the Board approved Resolution No. 24-05/22-01 certifying a SEMAP score of 97% (140 out of 145 points) for Fiscal Year 2024, which was subsequently revised by new information from HousingLink's revised analysis;

WHEREAS, the new information removed 5 points from the PHA's score on SEMAP Indicator 15, Deconcentration Bonus, resulting in a revised SEMAP score of 93% (135 out of 145 points), earning the PHA another "High Performer" rating;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul as follows:

1. Resolution No. 24-05/22-01 is hereby rescinded; and
2. The PHA's SEMAP score of 135 out of 145 points, or 93%, as explained in the attached Board Report, is hereby approved; and
3. The Executive Director or his designee is authorized to execute the required certification and to submit it to the Department of Housing and Urban Development with any required documentation.

Date: _____

Missy Thompson
Chair, Saint Paul PHA Board of
Commissioners

EXPLANATION OF SEMAP INDICATORS AND PHA SCORES

As stated in the Board report, the scores for Indicators #1-8 are certified by the PHA; five of those require self-audits of a sample of randomly selected files. The size of the sample varies for different indicators depending of the universe of that indicator.

SEMAP Performance Indicators 24 CFR Sec. 985.3	FY 2024 PHA Score	Possible Points
1. Selection from Waiting List	15	15
2. Reasonable Rent	20	20
3. Determination of Adjusted Income	20	20
4. Utility Allowance Schedule	5	5
5. HQS Quality Control Inspections	5	5
6. HQS Enforcement	10	10
7. Expanding Housing Opportunities	5	5
8. FMR Limit and Payment Standards	5	5
9. Annual Reexaminations	10	10
10. Correct Rent Calculations	5	5
11. Pre-contract HQS Inspections (not being rated this year)	5	5
12. Annual HQS Inspections (not being rated this year)	10	10
13. Lease-up (utilization)	15	20
14. FSS Enrollment and escrow accounts	5	10
15. Deconcentration Bonus	0	
TOTAL POINTS	135	145
SEMAP SCORE	93%	100%

1. **Selection from Waiting List (15 of 15 points).** *The PHA has policies for selecting applicants from the waiting list and follows those policies. Required two sample sets: one for new admissions to the program (23 samples) and one for applicants reaching the top of the waiting list (22 samples). All files sampled met the criteria (100% accuracy).*

2. **Reasonable Rent (20 of 20 points).** *The PHA has adopted and follows a reasonable written method to determine and document reasonable rent for each unit rented or any rent increase. Among the 66 ongoing participant and new applicant files that were audited, staff reviewed all of those that had a new rent approved and found that all rents were reasonable (100% accuracy) and correct procedures were followed. SEMAP awards the full 20 points for correct procedures, and at least 98% accuracy in application.*

3. **Determination of Adjusted Income (20 of 20 points).** *The PHA's sample of files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income; used the verified information in determining adjusted income; properly attributed allowances; and used appropriate utility allowances. This indicator requires audits of separate samples of files from admissions and reexaminations, for a total of 66 files audited.*

There were no findings, resulting in an accuracy rate of 100% and a score of 20 points on this component.

4. **Utility Allowance Schedule (5 of 5 points).** *The PHA maintains an up-to-date utility allowance schedule.* As required by HUD regulations the PHA reviewed the utility allowance schedules this year. The Board last reviewed and approved the Utility Allowance Schedule on December 20, 2023, and increased the trash and District Energy utility allowance amounts.
5. **Housing Quality Standards (HQS) Quality Control Inspections (5 of 5 points).** *The PHA supervisor(s) re-inspected a sample of units during the PHA fiscal year for quality control of HQS inspections.* Forty-six quality control inspections (the required sample size) were conducted.
6. **HQS Enforcement (10 of 10 points).** *The PHA's sample of failed inspections show that any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection, and all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspections or within any PHA approved extension, or if the HQS deficiencies were not corrected in the required time, the PHA stopped assistance payments no later than the first of the following month or took prompt and vigorous action to enforce the family obligations.* The sample size of 26 files contained no findings (100% accuracy).
7. **Expanding Housing Opportunities (5 of 5 points).** *The PHA has written policies and procedures to help families using vouchers to find housing outside areas of poverty or minority concentration.* To receive full points in this category, the PHA compiled all of the relevant information from our own procedures and the information provided to participants and applicants that illustrate the PHA's commitment to expanding housing opportunities.
8. **FMR Limit and Payment Standards (5 of 5 points).** *The PHA has adopted Payment Standards that are within HUD's limits or HUD-approved exception rent limits.* The current PHA payment standards were approved on December 20, 2023, and were set at 100% of the FMRs. The allowable range is 90-110% of the FMRs.
9. **Annual Reexaminations (10 of 10 points).** *The PHA completes a reexamination for each participating family at least every 12 months.* The MTCS SEMAP indicator for fiscal year end shows 77 late reexaminations out of 4,472 families subject to reexamination (98.3% on time). To gain full points the PHA must have at least 95% completed in a timely manner.
10. **Correct Tenant Rent Calculations (5 of 5 points).** *The PHA correctly computes the family's payment of rent to the property owner.* The MTCS SEMAP indicator for fiscal year end shows no rent discrepancies out of 2,857 files (100% accuracy).
11. **Pre-contract HQS Inspections (5 of 5 points).** *Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and Housing Assistance Payments (HAP) contracts.* HUD's on-line MTCS SEMAP report shows that all 943 out of 943 newly-leased units passed inspection on or before the contract effective date (100%). To gain full points for this indicator the PHA must have at least 98% completed in a timely manner.

- 12. Frequency of HQS Inspections (10 of 10 points).** *The PHA must inspect the unit at least biennially during assisted occupancy to ensure that the unit continues to meet the HQS.¹ On-line MTCS data show 23 inspections out of the 3,938 annual HQS inspections were late (99.4% were timely). The Agency receives full points on this indicator if 5% or fewer annual inspections are late. (Many of the unit inspections shown as “late” in PIC/MTCS were not actually overdue for an inspection, due to move-outs, data entry errors, etc.)*
- 13. Lease-up (Utilization) (15 of 20 points).** *The PHA executes assistance contracts on behalf of eligible families for the number of units that have been under budget for at least one year. Lease up rates for this factor can be calculated from either the unit lease-up rate or the budget utilization rate, both measured against a 98% standard for full points. The HCV SEMAP unit utilization rate reported for calendar year 2023 was 93.1% (number of unit-months under HAP contract divided by total of unit-months authorized), which would not earn points on this indicator. However, the HCV HAP dollar utilization for that period was 96.8%, which earns 15 points.*
- 14. FSS enrollment and escrow accounts (5 of 10 points).** *This factor contains two components. The first part measures the number of Family Self Sufficiency (FSS) slots filled in the PHA’s mandatory program. The second component measures the percent of escrow accounts established for FSS participants. To receive the full 10 points the PHA would have to have at least 300 FSS participants (80% of 375), with 30% or more of those participants having escrow accounts. The PHA receives 5 points for a high percentage of clients with escrow accounts.*
- 15. Deconcentration indicator (0 of 5 bonus points).** *A PHA in a metropolitan area can add five points to their SEMAP score by showing they meet one of the three criteria under this indicator. The criteria are based on families with children living in or moving to areas (census tracts) with lower poverty rates. The average poverty rate of 17.6% is the new figure from the 2016-2021 American Community Survey (ACS) from the U.S. Census. The previous average was 18.9%.*

A PHA receives “deconcentration” points for SEMAP if:

Criterion 1: Over half (50%) of all families with children assisted by Section 8 in the PHA’s “principal operating area” live in “low poverty census tracts”.

A “low poverty census tract” is defined as one with a poverty rate below 10%, or below the average poverty rate for the PHA’s “principal operating area”. In Saint Paul the average poverty rate is 17.6% according to ACS figures.

HousingLink’s analysis showed that approximately 30.7% of Section 8 participant families with children live in low-poverty areas, that is, census tracts with poverty rates below 17.6%.

That percentage is higher than last year (25.9%), showing that more families with children are living in low-poverty areas. However, it is not at the required 50% for these points.

¹ Revised 24 CFR § 982.405 PHA initial and periodic unit inspection; published 5/7/2024.

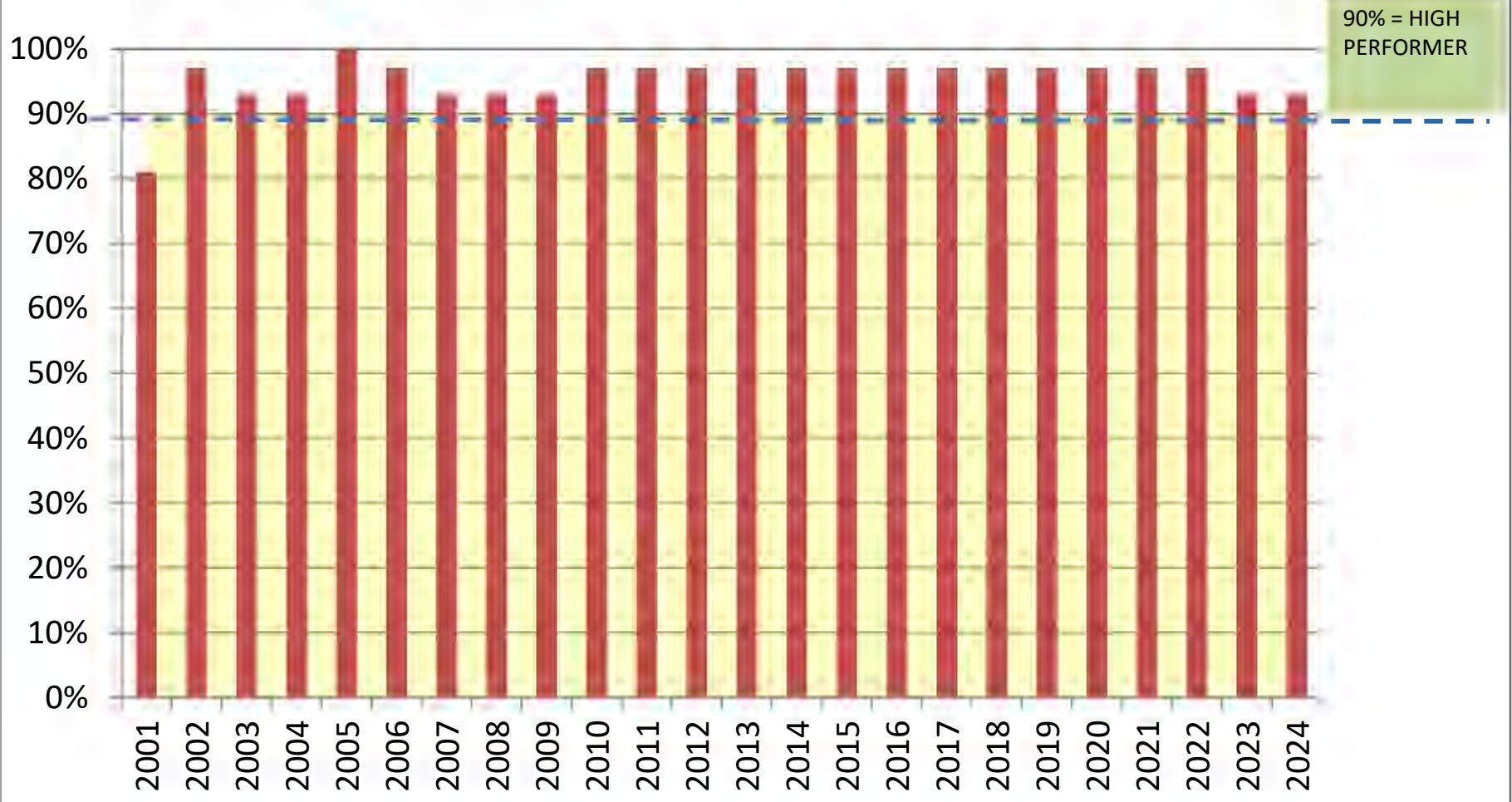
Criterion 2: The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's "principal operating area" is at least 2% higher than the percent of all Section 8 families with children living in low-poverty census tracts.

Housing Link's analysis showed that approximately 32.1% of Section 8 participants with children moved to low-poverty census tracts; this was not more than two percentage points higher than the percent of all Section 8 participants with children who reside in low-poverty census tracts (30.7%).

Criterion 3: The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's "principal operating area" over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

Housing Link's analysis showed that the percent of Section 8 participants with children who moved to low-poverty census tracts over the last two years (27.2%) is not more than two percentage points higher than the percent of all Section 8 participants with children who resided in low-poverty census tracts at the end of the previous year (25.9%). This criterion was not met.

ST PAUL PHA SEMAP SCORES





HousingLink

From: Dan Hylton, HousingLink
To: Corina Serrano, Saint Paul PHA
Cc: Lisa Feidler, Saint Paul PHA
Sue Speakman-Gomez, HousingLink
Date: May 30, 2024
Subject: amended Summary for SEMAP 2024 analysis of 2023 data

Address-Matching Results

St. Paul PHA provided HousingLink with a list of 2,028 voucher holders with children, of which 2,014 were able to be matched to a St Paul street address.¹ These 2,014 voucher holders with children represented the analysis dataset.

Matching to Mover Status

St Paul PHA also provided HousingLink with a list of 388 Household IDs of voucher holders that moved within the past year. Matching by unique Household ID, 215 of the unique “Mover” IDs matched the list of voucher holders with children.²

Voucher Holders in Low-Poverty Census Tracts (2024 data)³

Of the 2,014 voucher holders with children in the 2024 analysis data set, 1,396 (69.3%) were in highly concentrated tracts, while 618 (30.7%) were in low-poverty tracts. For the list of 215 movers, 146 (67.9% of all movers) moved to high-poverty concentrated tracts, while 69 (32.1%) moved to low-poverty tracts.

Voucher Holders in Movers in Low-Poverty Census Tracts, Last Two Years (2023 and 2024 data)⁴

In the 2023 dataset, 48 voucher holders moved to low-poverty tracts out of 167 total movers. Over the entire previous two-year period, 117 voucher holders (69 in 2024 + 48 in 2023) moved to low-poverty census tracts out of 430 total movers (215 in 2024 + 215 in 2023), or 27.2% of the total.

Deconcentration Bonus Criteria

The deconcentration ratio bonus is awarded if:

- 1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA fiscal year, or
- 2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA’s principal operating area during the last PHA fiscal year is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA fiscal year, or

- 3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last two PHA fiscal years is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA fiscal year.

Results

None of the three bonus criteria were met this year based on the following calculations and findings:

- 1) **Criteria was not met:** The percent of Section 8 families with children who resided in low-poverty census tracts in the 2024 data was 30.7%, which is not more than the required 50%.
- 2) **Criteria was not met:** The percent of Section 8 families with children who moved to low-poverty census tracts during the last year (32.1%) is not more than two percentage points higher than the percent of all Section 8 families with children who reside in low-poverty census tracts (30.7%).
- 3) **Criteria was not met:** The percent of Section 8 families with children who moved to low-poverty census tracts over the previous two FYs (27.2%) is not more than two percentage points higher than the percent of all Section 8 families with children who resided in low-poverty census tracts at the end of the previous year (25.9%).

Sources of Data Used

For mapping voucher holder addresses:

Google Geocoder API (<https://developers.google.com/maps/documentation/geocoding/intro>)

For identifying the census tracts in Saint Paul and calculating the poverty rate for each census tract:
The US Census Bureau's *American Community Survey* (<https://data.census.gov/>).

¹ 14 vouchers were unable to be matched to a street address. In 12 of the 14, this was because of a PO Box in the address field. In the remaining two instances, there was no address at all.

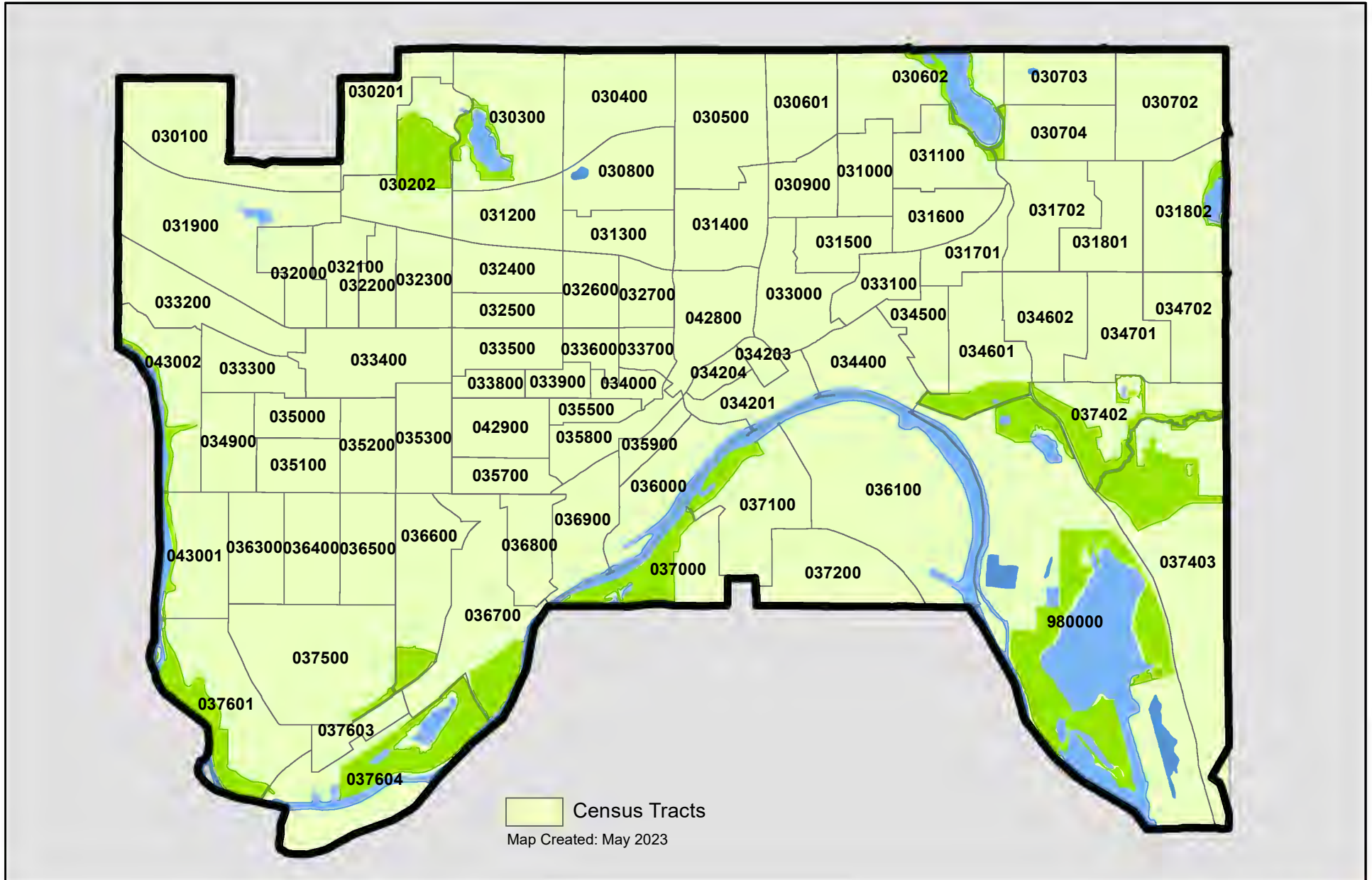
² The 173 remaining "mover" IDs are presumed to represent voucher households without children.

³ According to HUD's guidance for SEMAP analysis, a tract is considered "high poverty" if it exceeds the overall poverty rate for the PHA jurisdiction. For St. Paul PHA's SEMAP analysis, we utilize the most recent-year's data available from the US Census' American Community Survey (ACS) 5-year sample data to determine poverty levels by tract. Data for 2023 analysis was based on 2017-2021 ACS poverty data, and data for 2024 analysis was based on 2018-2022 ACS poverty data; which in both cases was the most recent data available at the time of analysis.

⁴ Results from previous year's SEMAP analysis are carried forward for current year analysis.

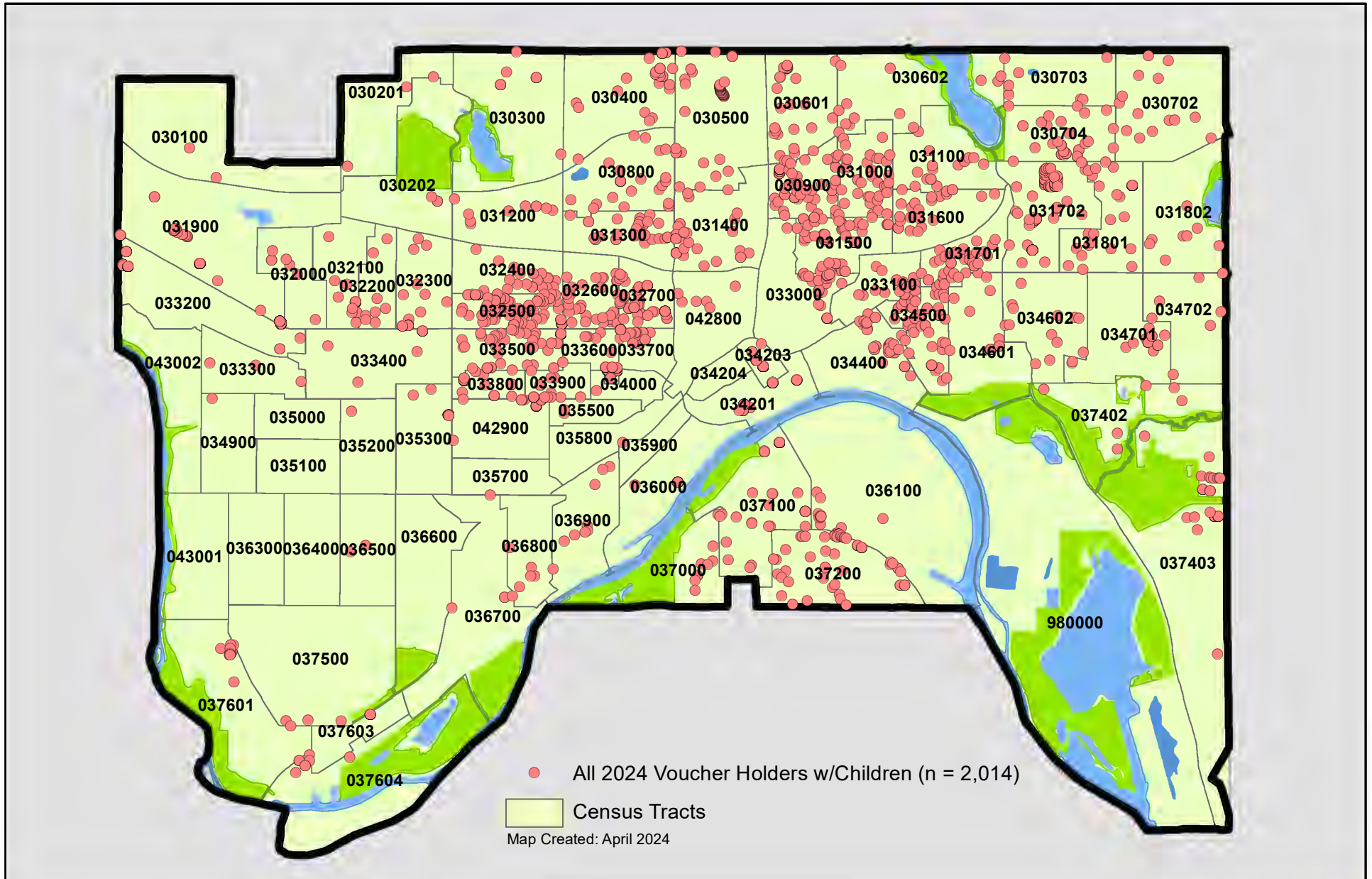


St Paul 2020 Census Tracts





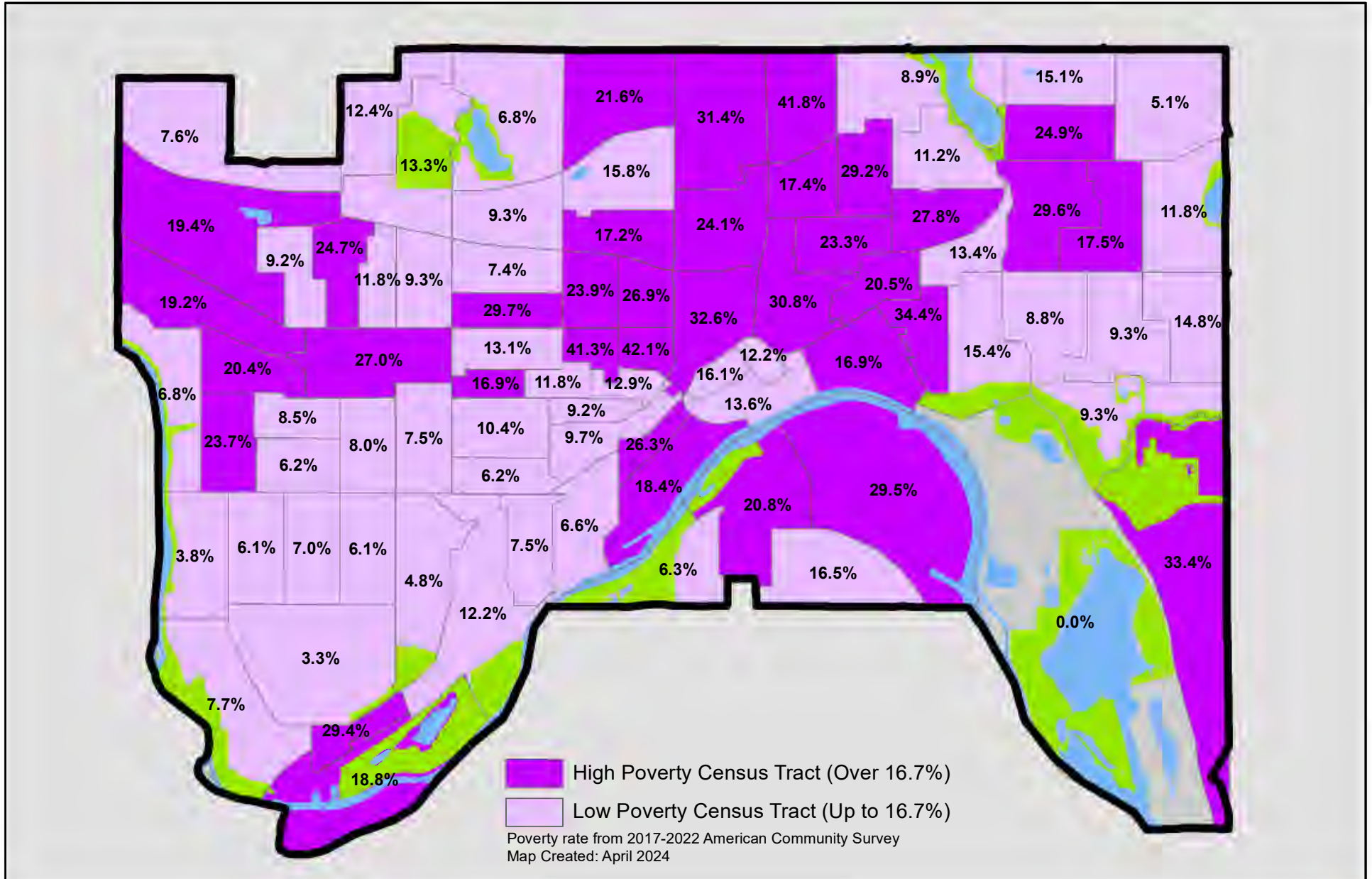
2024 Voucher Holders w/Children: Movers and Non-Movers





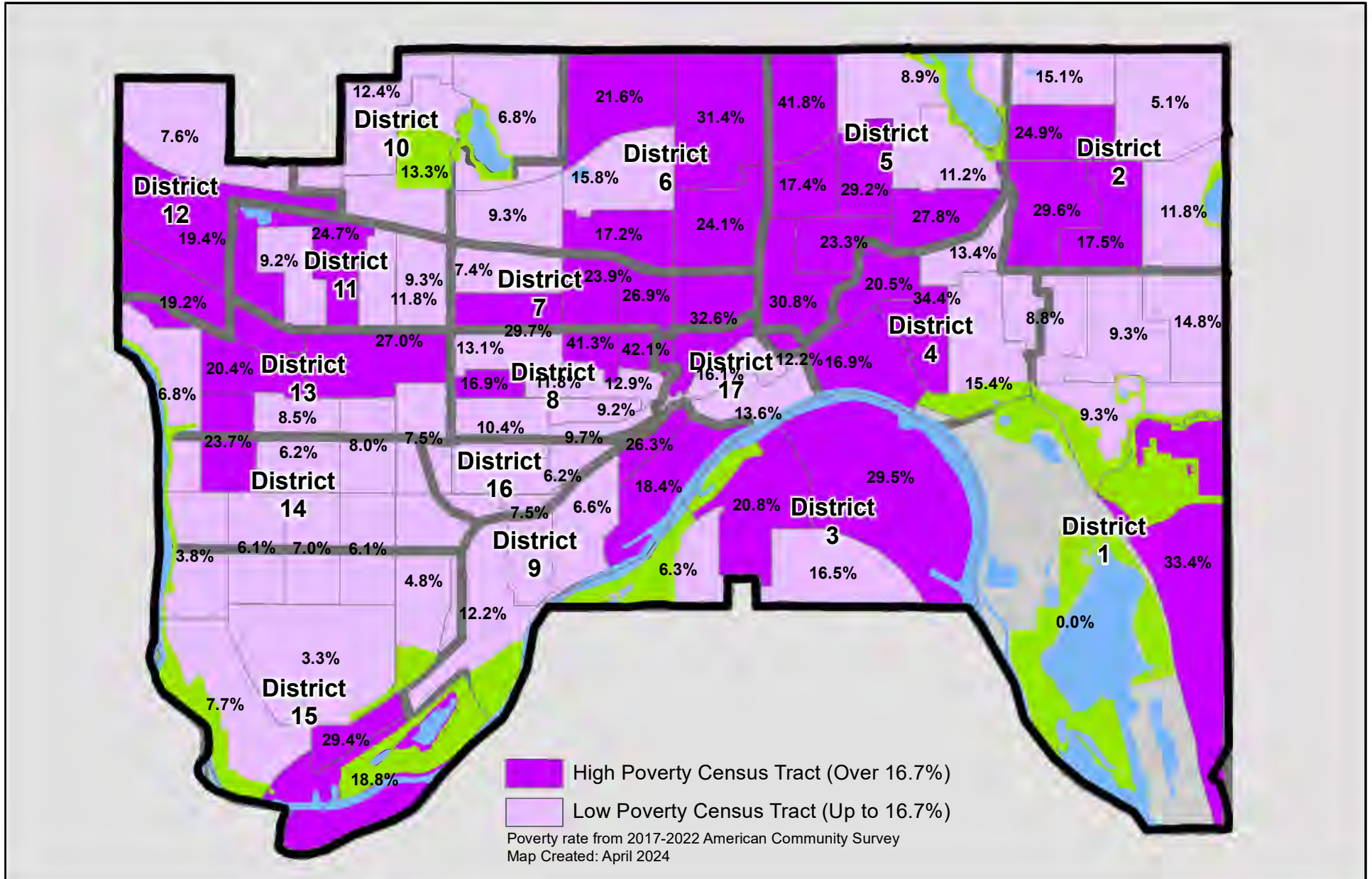
2024 Poverty Rate by Census Tract in St Paul

High- and Low-Poverty Census Tracts



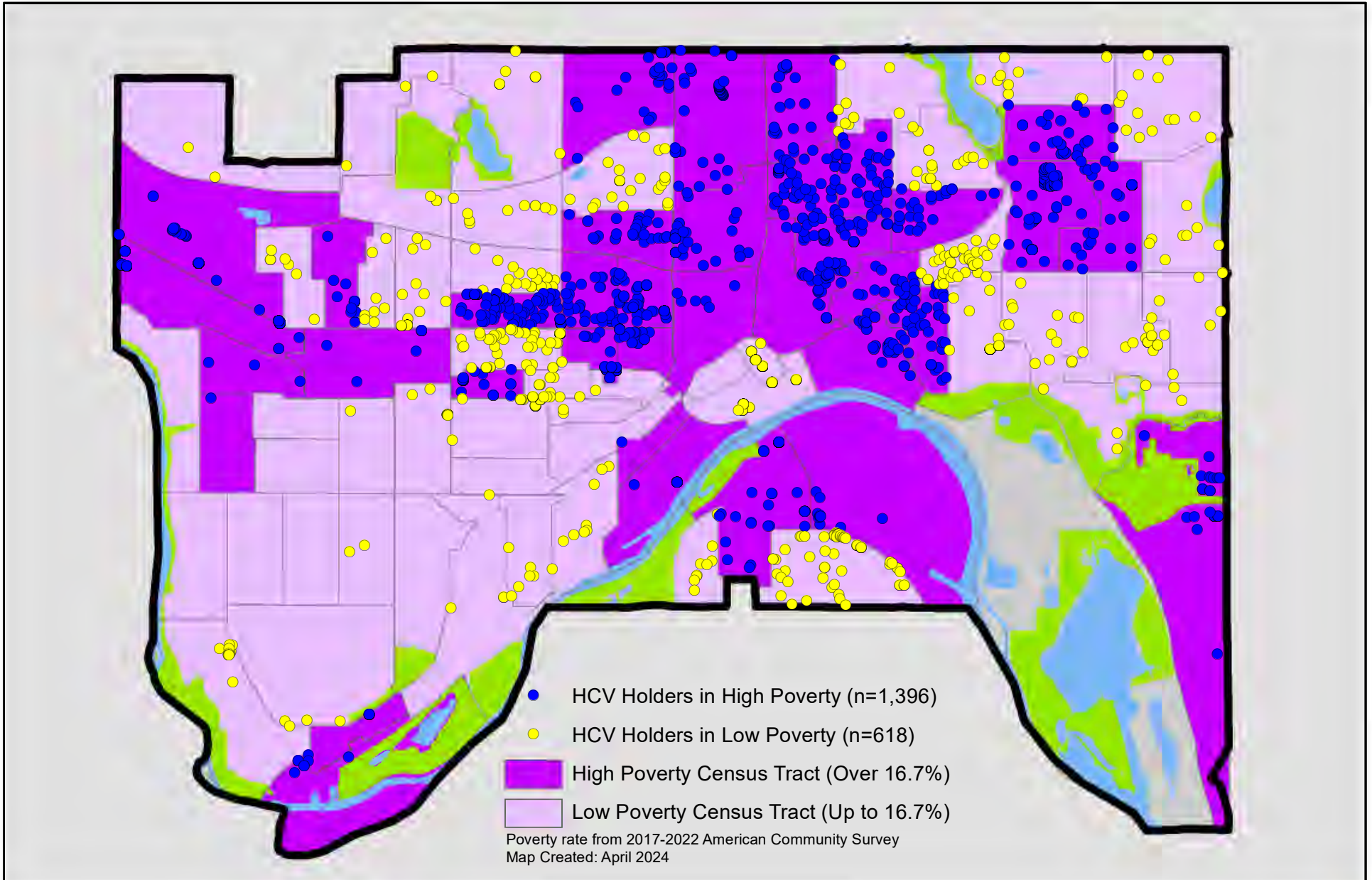


2024 Poverty Rate in St Paul Planning Districts High- and Low-Poverty Census Tracts



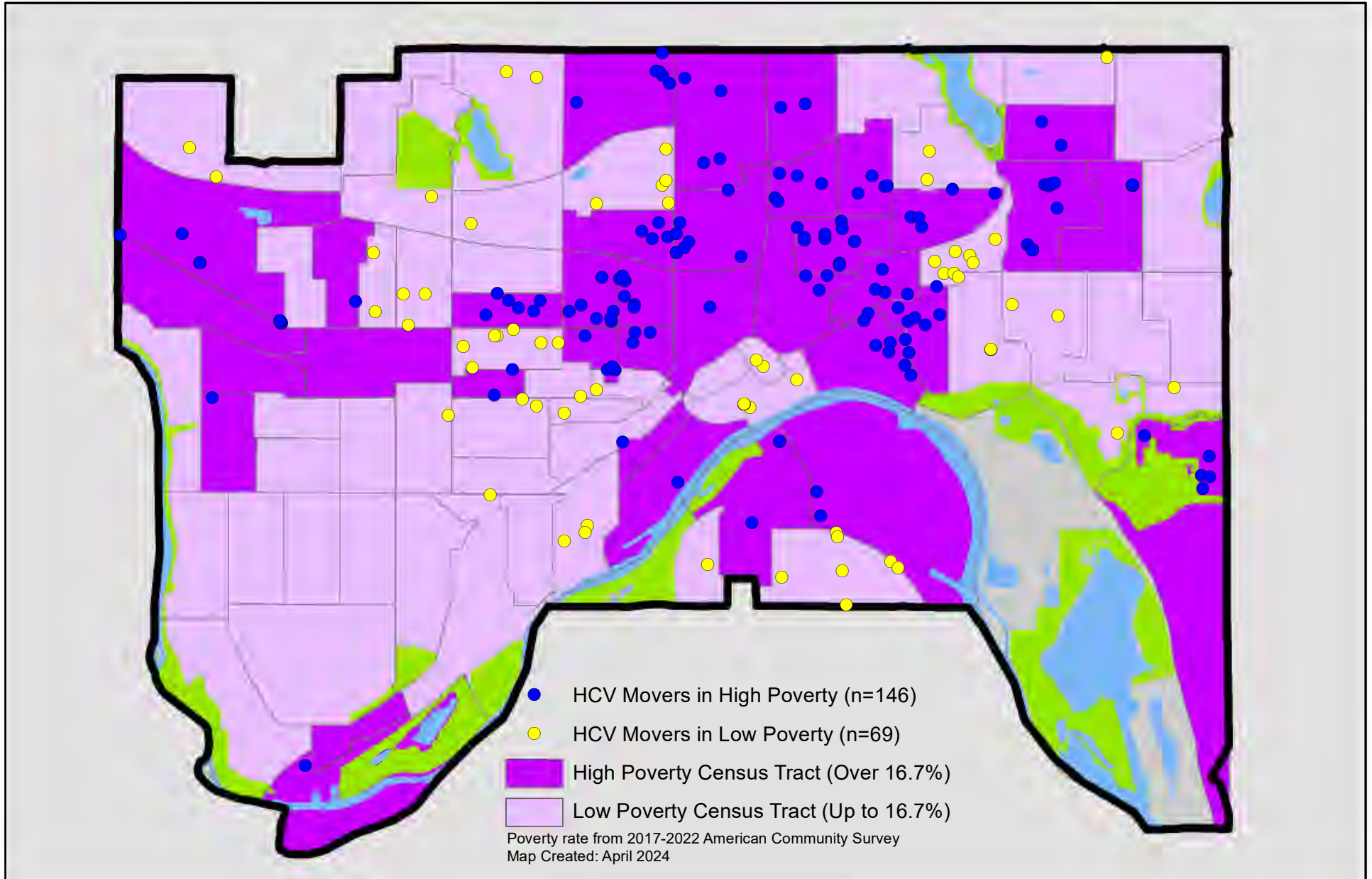


2024 Voucher Holders w/Children High- and Low-Poverty Census Tracts



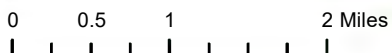
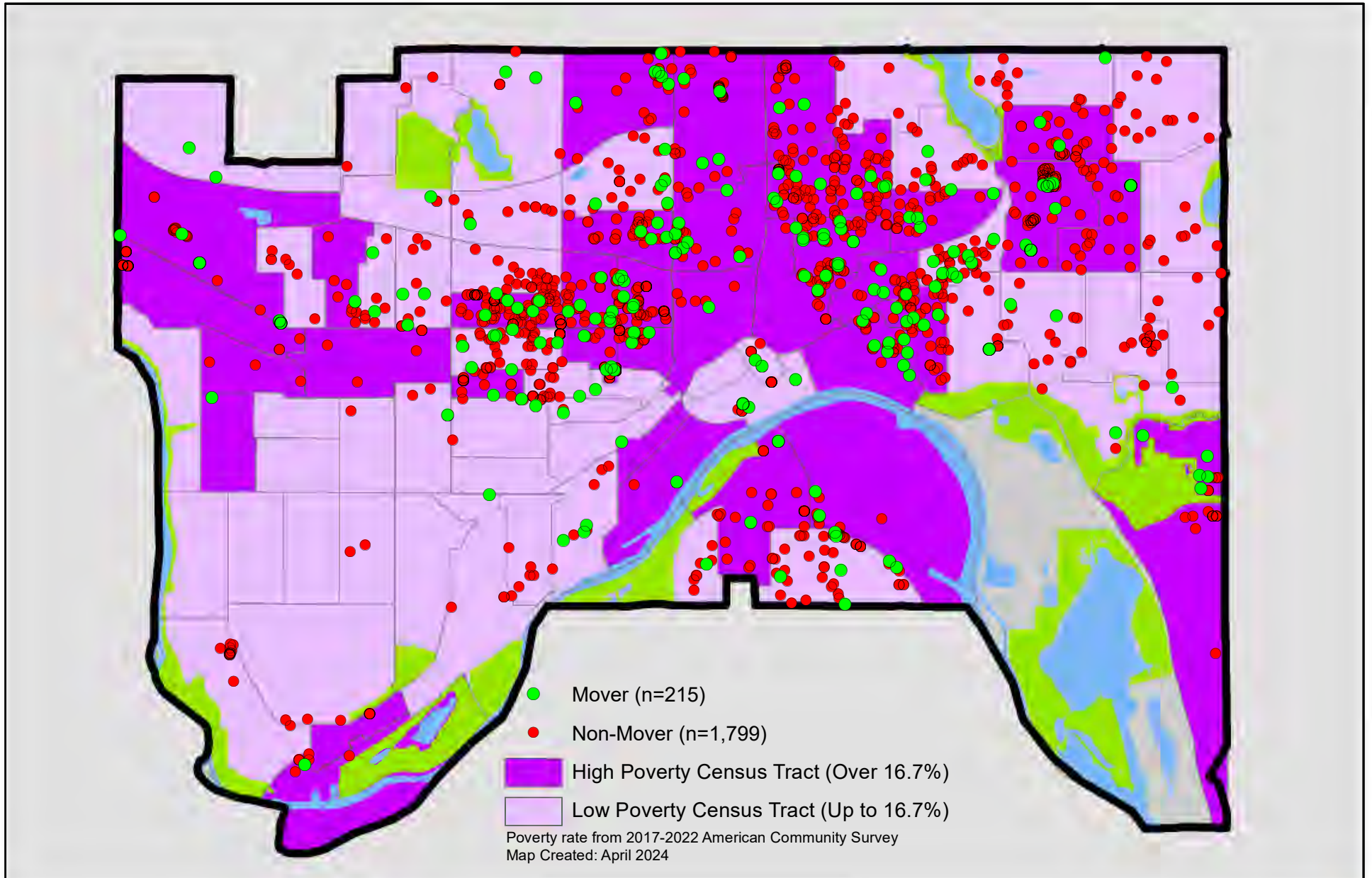


2024 Voucher Holder Movers w/Children High- and Low-Poverty Census Tracts





2024 Voucher Holders w/Children: Movers and Non-Movers High- and Low-Poverty Census Tracts



PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBA
EXECUTIVE DIRECTOR**

REGARDING Electrical System Modernization
At Neill Hi-Rise; Contract No. 25-030

DATE June 26, 2024

Staff requests Board approval to award a contract to modernize the electrical system at Neill Hi-Rise to the lowest responsible bidder, Manor Electric Inc. of Maple Plain, Minnesota, in the bid amount of \$525,400. A copy of the June 13, 2024 bid tabulation is attached.

In 2019, staff contracted with an electrical testing firm to perform infrared tests on the electrical services of all PHA hi-rises. The PHA's electrical engineering consultant for Neill Hi-Rise recommended replacing the electrical switchgear, bus duct and distribution panels as a high priority. Xcel Energy also recommended replacing their original building transformers during an electrical system modernization.

The work of this contract includes:

- Replacing the original main electrical service equipment with new equipment;
- Coordinating with Xcel Energy's work to remove the original building interior electrical transformers and install new outdoor transformers;
- Replacing the original distribution panelboards that serve each apartment on each floor with new panelboards;
- Replacing the electrical bus duct riser with new electrical circuits.

Staff advertised in local papers to solicit bids, posted the bid documents to the Northstar Plan Room (nothstarplanroom.com), and sent invitations to bid to several local companies that have expressed an interest in contracting with the PHA. Four contractors submitted bids. The low bid amount is within the PHA consultant's estimate for the work.

Manor Electric has performed satisfactorily on previous PHA contracts for similar work. Manor Electric is a Woman-Owned Business Enterprise (WBE). Copies of the Employer Information Reports for Manor Electric and the second low bidder, Preferred Electric, are attached.

As staff reported previously¹, the PHA was awarded a “Community Project Funding/ Congressionally Directed Spending” (CPF/CDS) grant in the amount of \$800,000 for Neill Hi-Rise electrical modernization under the Federal Fiscal Year 2023 Consolidated Appropriations Act. The grant funds will cover the cost of this contract. Any remaining grant funds will be used for other capital improvements at PHA properties.

TDA/TDB/JPR

Attachments: Tabulation of Bids
Employer Information Report EEO-1

¹ March 15, 2023



Electrical System Modernization at Neill Hi-Rise

Contract No. 25-030

Time of Bid Opening: Thursday, June 13, 2024 at 2:00 PM

Place of Bid Opening: 200 Arch Street East, St. Paul, Minnesota

ANNOUNCEMENT: Although these bids are being publicly opened and read aloud, the PHA does not thereby waive any informalities or irregularities with respect to such bids. The PHA reserves the right to reject any or all bids or to waive any informalities in the bidding. The bids will be available at this office for public inspection.

Tabulation of Bids

	Company	Lump Sum Bid
1	Manor Electric, Inc. 5350 Pioneer Creek Drive, Suite 3 Maple Plain, MN 55359	\$525,400.00
2	Preferred Electric, Inc. 2825 North 2nd Street Minneapolis, MN 55411	\$677,000.00
3	Master Electric 8555 West 123rd Street Savage, MN 55378	\$718,000.00
4	Gunner Electric 14850 Martin Drive Eden Prarie, MN 55344	\$835,000.00

Bids opened by: Tim Braun/PHA

In attendance: Tim Braun, Kia Vue, Jim Rooney, Brent Feller, Nick Weiland, Tony Collova, Justin Stier

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Manor Electric Contact Person: Jodi Guilford
 Address: 5300 Pioneer Creek Dr #3 Telephone #: 703-479-4170
 City: Maple Plain Fax #: 703-479-4420
 State: MD Zip: 55859 Fed. Tax ID #: 41-1650854
 Email Address: Jodi@manorelectric.com

Company Owner* Information:

- | | |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Category: | Native Origins in: |
| 1 <input checked="" type="checkbox"/> White Non-Hispanic | Europe, North America, or the Mid-East. |
| 2 <input type="checkbox"/> Black Non-Hispanic | Any Black racial group in Africa. |
| 3 <input type="checkbox"/> American Indian | North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts. |
| 4 <input type="checkbox"/> Hispanic | Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race. |
| 5 <input type="checkbox"/> Asian/Pacific Islander | Far-East, Southeast Asia, the Indian Subcontinent, Pacific Islands |
| 7 <input checked="" type="checkbox"/> Female | |
| 8 <input type="checkbox"/> Disabled | |

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

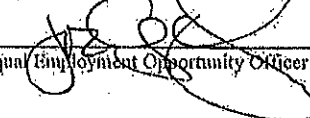
Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	3	1											3	1	4
Professionals															
Technicians															
Sales Workers															
Office & Clerical	1												1		1
Craftsmen (Skilled)	32	1			1		3						36	1	37
Operatives (Unskilled)															
Laborers (Unskilled)															
Service Workers		1												1	1
Totals	36	3			1		3						40	3	43
On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Jodi Guilford
Equal Employment Opportunity Officer (Print Name)


Equal Employment Opportunity Officer (Signature)

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Preferred Electric, Inc. Contact Person: Nicole Baert
 Address: 2825 N. 2nd Street Telephone #: 612-999-6330
 City: Minneapolis Fax #: _____
 State: MN Zip: 55411 Fed. Tax ID #: 26-2102085w
 Email Address: compliance@preferred-elect.com

Company Owner* Information:

Category:

- 1 White Non-Hispanic
- 2 Black Non-Hispanic
- 3 American Indian
- 4 Hispanic
- 5 Asian/Pacific Islander
- 7 Female
- 8 Disabled

Native Origins in:

Europe, North America, or the Mid-East
 Any Black racial group in Africa
 North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
 Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
 Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands


* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	4	2									1	0	4	2	6
Professionals	3	1									0	1	3	1	4
Technicians															
Sales Workers															
Office & Clerical	0	1									0	0	0	1	1
Craftsmen (Skilled)	31	0	2	0	1	0	1	0			2	0	35	0	35
Operatives (Unskilled)	24	0					3	0	2	0	1	0	29	0	29
Laborers (Unskilled)															
Service Workers															
Totals	62	4	2	0	1	0	1	0	2	0	4	1	71	4	75
On-the-Job Trainees* (White collar)	24	0					3	0	2	0	1	0	29	0	29
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Nicole Baert
 Equal Employment Opportunity Officer (Print Name)

 Equal Employment Opportunity Officer (Signature)

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM LOUISE SEEBA
EXECUTIVE DIRECTOR****REGARDING** Roof Replacement at
Roosevelt Homes "A" Buildings;
Contract No. 25-028**DATE** June 26, 2024

Staff requests Board approval to award a contract for roof replacement on two 10-unit low-rise apartment buildings ("A" Buildings) at Roosevelt Homes to the lowest responsible bidder, Palmer West Construction Company, Inc. of Rogers, Minnesota, for the bid amount of \$244,200. The current roofing material is 37 years old and has come to the end of its useful life. A copy of the June 11, 2024 tabulation of bids is attached. A map showing the location of the buildings is also attached.

As shown on the attached June 11, 2024 bid tabulation and explained in the bid specifications, the Agency requested bids for the two buildings (the base bid), with a "deduct alternate" that would reduce the scope of work to one building, 1144 Supornick Lane. However, the low base bid is within PHA budget, allowing the second building at 1140 Supornick Lane to be included in this year's project. Last year the roof was replaced on another one of the "A" buildings and a second building was reroofed earlier. The remaining three "A" buildings will be reroofed in future years.

The contract includes removal of the existing roofing materials and construction of a new synthetic rubber roofing system. With the Board's approval, the work will begin this summer (2024).

Staff advertised in local newspapers to solicit bids, posted the bid documents to the Northstar Plan Room (nothstarplanroom.com) and sent invitations to bid to several local companies that have expressed an interest in contracting with the PHA. Three contractors submitted bids. The low bid amount is within the PHA consultant’s estimate for the work.

Palmer West Construction Company, Inc. has performed satisfactorily on previous PHA contracts for similar work. The Employer Information Reports for Palmer West Construction Company, Inc. and the second lowest responsible bidder, Commercial Roofing and Sheet Metal, Inc., are attached.

This project will be paid for from Reserve for Replacement funds, as approved by the Board on March 27, 2024 in the FY 2025 RAD-PBRA Capital Budget. Replacing the roofs of the “A” buildings at Roosevelt Homes was included in the RAD Capital Needs Assessment, so funds are available in the PHA’s Reserve for Replacement account for this purpose. Prior to soliciting bids, staff obtained HUD approval to expend Reserve for Replacement funds on this contract.

TDA/TDB/BNF/JLL/FAH

Attachments: Tabulation of Bids
Employer Information Report EEO-1
Map of Roosevelt Homes



"A" Building Roofing Replacements at Roosevelt Homes

Contract No. 25-028

Time of Bid Opening: Tuesday, June 11, 2024 at 3:00 PM

Place of Bid Opening: 200 Arch Street East, St. Paul, Minnesota

ANNOUNCEMENT: Although these bids are being publicly opened and read aloud, the PHA does not thereby waive any informalities or irregularities with respect to such bids. The PHA reserves the right to reject any or all bids or to waive any informalities in the bidding. The bids will be available at this office for public inspection.

Tabulation of Bids

Place	Company	Base Bid	Deduct Alternate 1
1	Palmer West Construction Company, Inc. 14595 James Road Rogers, MN 55374	\$244,200.00	\$122,100.00
2	Commercial Roofing and Sheet Metal, Inc. 221 Ryan Drive Little Canada, MN 55117	\$317,000.00	\$142,000.00
3	Becsom Corporation 7626 State Hwy 65 NE Minneapolis, MN 55432	\$396,000.00	\$198,000.00

Bids Opened By: Tim Braun

Attendees: Tim Braun, Jim Leary, Kia Vue, Brent Feller, Jim Rooney, A Lor, Mitch - Commercial Roofing

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Palmer West Construction Company, Inc. Contact Person: Joe Stender
 Address: 14595 James Road Telephone #: 763-428-1867
 City: Rogers Fax #: 763-428-1873
 State: MN Zip: 55374 Fed. Tax ID #: 41-1519611
 Email Address: jstender@palmerwest.net

Company Owner* Information:

Category:

- 1 White Non-Hispanic
- 2 Black Non-Hispanic
- 3 American Indian
- 4 Hispanic
- 5 Asian/Pacific Islander
- 7 Female
- 8 Disabled

Native Origins in:

Europe, North America, or the Mid-East
 Any Black racial group in Africa
 North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
 Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
 Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

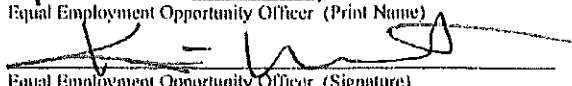
Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	1												1		1
Professionals															
Technicians															
Sales Workers	2												2		2
Office & Clerical		2												2	2
Craftsmen (Skilled)	28	2	4		1		13						46	2	48
Operatives (Unskilled)	4												4		4
Laborers (Unskilled)															
Service Workers															
Totals	35	4	4		1		13						63	4	57

On-the-Job Trainees* (White collar)	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

KIM WRIGHT
 Equal Employment Opportunity Officer (Print Name)

 Equal Employment Opportunity Officer (Signature)

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Commercial Roofing and Sheet Metal Inc. Contact Person: Ryan Romer
 Address: 221 Ryan Drive Telephone #: (651) 483-5298
 City: Little Canada Fax #: _____
 State: MN Zip: 55117 Fed. Tax ID #: 27-1167970
 Email Address: ryan@commercialrfg.com

Company Owner* Information:

Category:

- 1 White Non-Hispanic
- 2 Black Non-Hispanic
- 3 American Indian
- 4 Hispanic
- 5 Asian/Pacific Islander
- 7 Female
- 8 Disabled

Native Origins in:

Europe, North America, or the Mid-East
 Any Black racial group in Africa
 North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
 Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
 Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	3												3		
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftsmen (Skilled)	10						10		1				21		
Operatives (Unskilled)															
Laborers (Unskilled)															
Service Workers															
Totals															
On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

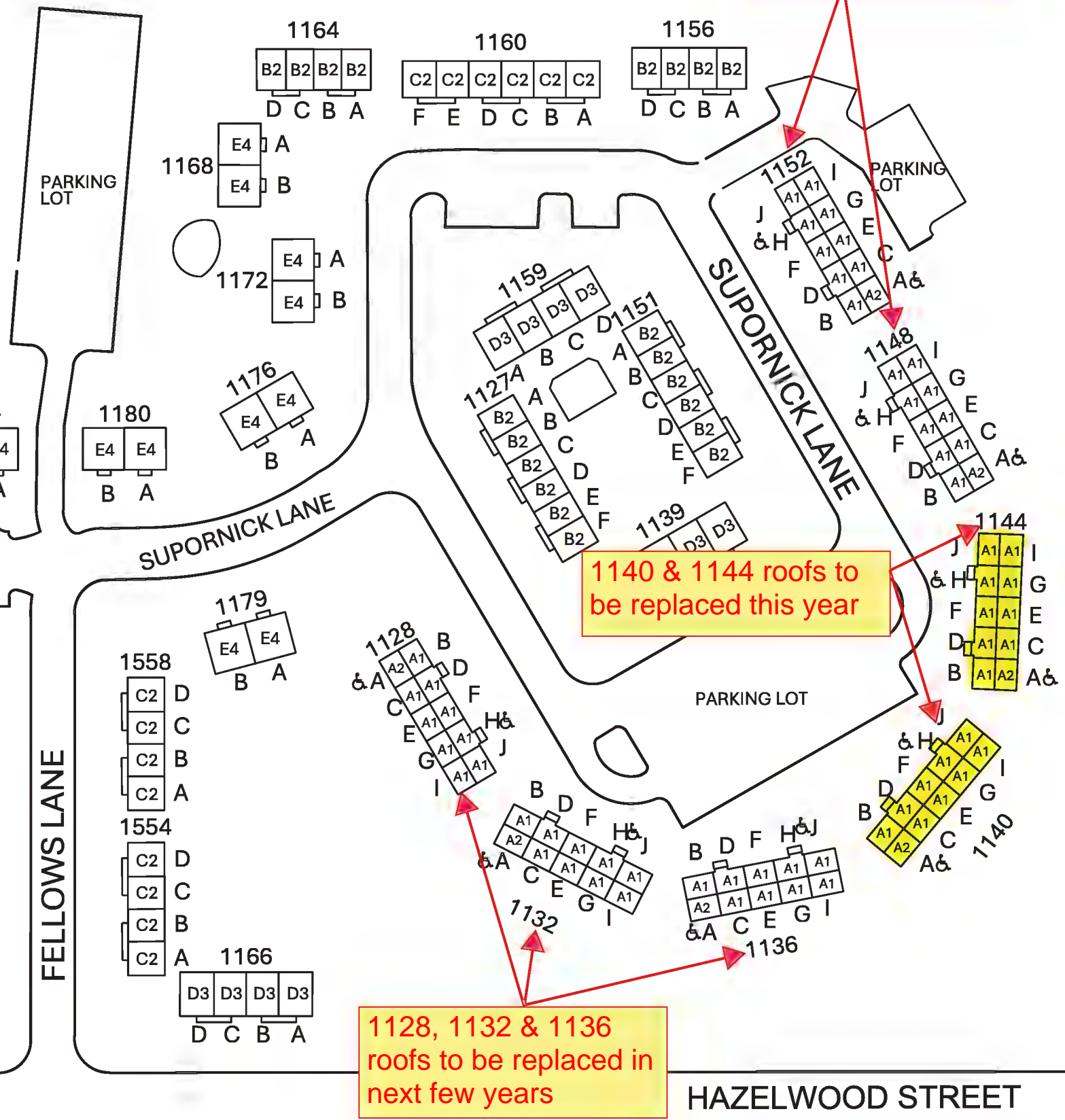
Ryan Romer
 Equal Employment Opportunity Officer (Print Name)

[Signature]
 Equal Employment Opportunity Officer (Signature)

1152 & 1148 roofs previously replaced

1140 & 1144 roofs to be replaced this year

1128, 1132 & 1136 roofs to be replaced in next few years



PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM LOUISE SEEBA
EXECUTIVE DIRECTOR****REGARDING** Tree Removal at McDonough Homes
Contract No. 25-038**DATE** June 26, 2024

Staff requests Board approval to award a contract for tree removal at McDonough Homes to the lowest responsible bidder, T&C Dirt Works of Otsego, Minnesota for the total bid amount of \$154,900. A copy of the June 11, 2024 tabulation of bids is attached.

This contract includes the removal of 118 dead and dying ash trees and stumps infested by the emerald ash borer beetle and 8 other dead trees from the McDonough Homes campus (an average cost of \$1,229.37 per tree). Staff are currently working with Great River Greening on a plan and scope of work for tree planting at McDonough Homes to replace the removed trees.

Staff advertised in local newspapers to solicit bids, posted the bid documents to the Northstar Plan Room (nothstarplanroom.com) and sent invitations to bid to several local companies that have expressed an interest in contracting with the PHA. Four contractors submitted bids. The low bid amount is within the PHA consultant's estimate for the work.

T&C Dirt Works has performed satisfactorily on previous PHA contracts for landscape work. Copies of the Employer Information Report for T&C Dirt Works and the second lowest responsible bidder, Birch Tree Care, are attached.

As staff reported previously, the PHA was recently awarded a \$500,000 grant from the Minnesota Department of Natural Resources (DNR) as part of their ReLeaf Community Forestry Grants program for tree removal and replanting at Roosevelt Homes. The tree removal and planting work at Roosevelt Homes is under the DNR grant amount. The PHA requested and

received approval from the DNR to perform tree removal work at McDonough Homes with the excess grant funds, which will cover the cost of this contract. Staff intend to ask DNR if any remaining excess grant funds could also be used for replanting trees.

TDA/TDB/BNF/OVF

Attachments: Tabulation of Bids
Employer Information Reports (EEO-1)



Tree Removal at McDonough Homes

Contract No. 25-038

Time of Bid Opening: Tuesday, June 11, 2024 at 2:00 PM

Place of Bid Opening: 200 East Arch Street, St. Paul, Minnesota

ANNOUNCEMENT: Although these bids are being publicly opened and read aloud, the PHA does not thereby waive any informalities or irregularities with respect to such bids. The PHA reserves the right to reject any or all bids or to waive any informalities in the bidding. The bids will be available at this office for public inspection.

Tabulation of Bids

	Company	Lump Sum Bid
1	T&C Dirt Works 14307 89th St. NE Otsego, MN 55330	\$154,900.00
2	Birch Tree Care, LLC 3150 Spruce Street Little Canada, MN 55117	\$182,700.00
3	Ceres Environmental Services, Inc. 3825 85th Ave. North Brooklyn Park, MN 55443	\$223,434.10
4	Precision Landscape & Tree 50 South Owasso Blvd. East Little Canada, MN 55117	\$226,272.00

Bids opened by: Tim Braun

Bids recorded by: Kia Vue

In Attendance: Tim Braun, Kia Vue, Brent Feller, Victor Fatunsin, Domeick Fazio

EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report

Company Name: T&C Dirt Works Contact Person: Curt Veith
 Address: 14307 89th St NE Telephone #: 218-838-5620
 City: OTsego, MN Fax #: -
 State: MN Zip: 55330 Fed. Tax ID #: _____
 Email Address: CPVeith@gmail.com

Company Owner* Information:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>Category:</u></p> <p>1 <input checked="" type="checkbox"/> White Non-Hispanic</p> <p>2 <input type="checkbox"/> Black Non-Hispanic</p> <p>3 <input type="checkbox"/> American Indian</p> <p>4 <input type="checkbox"/> Hispanic</p> <p>5 <input type="checkbox"/> Asian/Pacific Islander</p> <p>7 <input type="checkbox"/> Female</p> <p>8 <input type="checkbox"/> Disabled</p> <p>* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.</p> | <p><u>Native Origins in:</u></p> <p>Europe, North America, or the Mid-East</p> <p>Any Black racial group in Africa</p> <p>North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.</p> <p>Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.</p> <p>Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

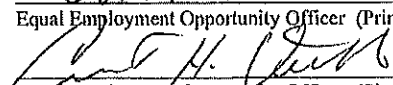
Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical		8												1	
Craftsmen (Skilled)	2													2	
Operatives (Unskilled)															
Laborers (Unskilled)	2	1												2	1
Service Workers															
Totals														4	2

On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Curt H. Veith
 Equal Employment Opportunity Officer (Print Name)

 Equal Employment Opportunity Officer (Signature)

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: Birch Tree Care Contact Person: Becky Dlinger
 Address: 3190 Spruce Street Telephone #: 651-317-4080
 City: Little Canada Fax #: N/A
 State: MN Zip: 55117 Fed. Tax ID #: 47-3728406
 Email Address: admin@birchtreecare.com

Company Owner* Information:

- | | |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Category:</u> | <u>Native Origins in:</u> |
| 1 <input checked="" type="checkbox"/> White Non-Hispanic | Europe, North America, or the Mid-East |
| 2 <input type="checkbox"/> Black Non-Hispanic | Any Black racial group in Africa |
| 3 <input type="checkbox"/> American Indian | North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts. |
| 4 <input type="checkbox"/> Hispanic | Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race. |
| 5 <input type="checkbox"/> Asian/Pacific Islander | Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands |
| 7 <input type="checkbox"/> Female | |
| 8 <input type="checkbox"/> Disabled | |

* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

Company Employee Information:

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers	5	1											5	1	6
Professionals	1												1		1
Technicians	5	2					1						6	2	8
Sales Workers	4												4		4
Office & Clerical		2												2	2
Craftsmen (Skilled)	7	2	3				3						13	2	15
Operatives (Unskilled)															
Laborers (Unskilled)															
Service Workers															
Totals													29	7	36
On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

Becky Dlinger
 Equal Employment Opportunity Officer (Print Name)
Becky Dlinger
 Equal Employment Opportunity Officer (Signature)

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBBA
EXECUTIVE DIRECTOR**

REGARDING Capital Fund Program (AMP 9):
2022, 2023 and 2024 CFP Budget Revisions;
FFY 2022 – FFY 2026 CFP Five Year
Action Plan and Agency Plan Revision

DATE June 26, 2024

Staff requests Board approval of Resolution No. 24-06/26-02 approving the following Public Housing Capital Fund Program (CFP) budgets and amending the Agency Plan accordingly:

1. Initial 2024 CFP grant budget;
2. Revisions to the 2022 and 2023 CFP grant budgets; and
3. Revisions to the CFP Five Year Action Plan for Federal Fiscal Years 2022 – 2026 (FFY 2022 – 2026).

These revisions consist of adjusting amounts in budget line items, but not changing the total amounts of the grants. The revisions keep the approved budgets in line with CFP spending and shifting work items in response to properties' needs, actual expenses and HUD financial reporting requirements. Some highlights from this report:

1. The 2024 CFP grant (\$1,769,032) is the fourth HUD CFP grant awarded for only the PHA-owned dwelling units that remain in the Low Income Public Housing (LIPH) program, the 418 single family homes and duplex units in the scattered sites (AMP 9). The 2024 CFP grant represents a 5% decrease from the 2023 CFP grant amount.¹
2. The proposed 2024 CFP budget includes an allocation of up to \$442,258 (approximately 25% of AMP 9's share of the 2023 CFP grant) for a future "transfer to operations" from the 2024 CFP budget to the FY 2026 AMP 9 LIPH Operating Budget for Scattered Sites.² Staff will recommend an exact amount to transfer from the CFP grant to operations at the March 2025 Board meeting. The reason for the transfer to operations is further explained below.
3. The proposed 2024 CFP budget also includes an allocation of up to \$121,000 (approximately 7% of AMP 9's share of the 2024 CFP grant) from the 2024 CFP budget

¹ The 5% High Performer CFP bonus was not originally included in the 2024 CFP grant award. Staff anticipate that the PHA will receive this bonus for the 2024 CFP, valued at approximately \$88,452 in additional funding.

² The Annual Contributions Contract (ACC) amendment for CFP grants states that "[T]he PHA may use no more than 25 percent [of the CFP grant] for [operating] activities ... only if the PHA's HUD-approved Five Year Action Plan provides for such use"

to the FY 2026 Central Office Cost Center (COCC) budget. As explained in the March 13, 2024 Board report on the COCC budget, HUD regulations allow up to 10% of each yearly CFP grant to be used for the costs of administering the CFP grant (management office functions). At the March 2025 Board meeting staff will recommend a specific amount to transfer from the 2024 CFP grant to the FY 2026 COCC budget.

The uses of the CFP funding for capital improvements continue to be consistent with the draft CFP budget and draft CFP Five Year Action Plan staff discussed with residents in 2023 and presented at the Agency Plan public hearing on November 21, 2023.

Maintenance and Resident Services staff conduct regular inspections of the scattered site units to visually assess, document, and address any immediate repair needs. Staff also maintain an internal capital needs evaluation for larger repair needs of the properties and contracts for repairs as CFP grant funding is available.

In 2020 staff contracted with a consultant firm to prepare a more extensive capital needs assessment (CNA) of these properties, as requested by the Board. The assessment was presented at the May 27, 2021 Board meeting. The CNA has assisted staff with planning and allocating current and future resources as well as providing valuable information for staff and the Board in relation to any future asset repositioning opportunities.

Revisions to the 2022 CFP grant consist of slight adjustments to the amounts in Budget Line Items (BLIs), but not changing the total amount of the grant.

Revisions to the 2023 CFP grant consist of PHA expenses primarily related to the planned construction of seven new units at McDonough Homes and four new units at Dunedin Terrace (11 total Faircloth units). These units are being developed as Low Income Public Housing/Mixed-Income Development and will be converted to the RAD-PBRA program upon completion, using HUD's "Faircloth-to-RAD" conversion process.

The funds awarded to the PHA through Ramsey County’s 2022 Inclusive Housing Development Solicitation (\$1,350,000 for Dunedin and \$2,600,000 for McDonough) will pay most of the construction costs for the Faircloth units. As part of the PHA’s grant applications to Ramsey County, the PHA agreed to pay for the architectural and engineering and construction administration costs from its own funds (CFP grants). At the April 26, 2023 meeting the Board approved awarding a \$149,500 contract to Adsit Architecture and Planning for design and consulting services for the McDonough units, and a \$135,000 contract to Blumentals Architecture for the Dunedin units. The architectural and engineering fees for the building design and other soft costs (land surveys, soil borings, environmental assessment, etc.) are paid from the 2022 CFP grant. At the February 28, 2024 meeting the Board approved awarding a \$2,775,399 contract to Ironmark Building Company for the construction of a seven-unit townhome building at McDonough Homes, and awarding a separate \$1,533,762 contract to Ironmark Building Company for the construction of a four-unit townhome at Dunedin Terrace. There are sufficient 2023 CFP funds for construction costs that exceed the Ramsey County award amounts, plus construction project contingency and consultant costs associated with construction administration.³ The 5-Year Action Plan is also revised to reflect these PHA’s expenses under the 2023 CFP grant.

Staff plan to use a majority of the new 2024 CFP grant to start rehabilitation of the Central Duplexes. The rehabilitation work will include roofing replacement, window replacement, exterior repairs, kitchen and bathroom modernization, new flooring and doors, plumbing upgrades, unit painting, concrete sidewalk replacements, landscaping and playground

³ These 2023 CFP expenses will be entered as Development expenses, HUD Budget Line Item/BLI 148008.

improvements. Staff plan to perform the Central Duplex Modernization work in multiple phases using a portion of each future CFP grant until all of the work is complete.

Capital improvements performed while a unit is vacant and other AMP 9 capital improvements will mainly be paid with Shortfall Funding included in the FY 2025 Low Income Public Housing Operating Budget for Scattered Sites (AMP 9) and approved by the Board on March 13, 2024. Staff will continue to prepare CFP grant budget revisions (amendments to the Agency Plan) for the current grants, as well as any subsequent grants.

The table below shows the most recent CFP grant amounts, the dates when the PHA gained access to the funds (when HUD signed the amendments to the Annual Contributions Contract/ACC) and the timelines for expenditure. The PHA has routinely met or exceeded all of HUD’s regular goals for timely obligation of CFP grant funds (90% obligated within 24 months) and expenditure (grants fully expended within 48 months).

	2022 CFP Funds (For AMP 9 Only)	2023 CFP Funds (For AMP 9 Only)	2024 CFP Funds (For AMP 9 Only)
Grant Amount	\$1,826,605	\$1,862,871	\$1,769,032
ACC Date	5/12/2022	2/17/2023	5/6/2024
Percent Obligated	100% (6/1/24) Met 90% Goal by 5/11/2024	49.58% (6/1/24) Meet 90% Goal by 2/16/2025	Initial Budget – 6/1/24 Meet 90% Goal by 5/5/2026
Percent Expended	98.01% (6/1/24) Goal: 100% by 5/11/2026	36.83% (6/1/24) Goal: 100% by 2/16/2027	Initial Budget – 6/1/24 Goal: 100% by 5/5/2028

Staff expect to fully expend the 2022 CFP grant this calendar year. Staff also expect to obligate the 2023 CFP grant funds with the execution of the construction contracts for the Faircloth units and a contract for the first phase of the Central Duplex Modernization.

TDA/BNF/WW/FAH

Attachments: Resolution No. 24-06/26-02
Summary Spreadsheets of CFP Grant Budgets

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
RESOLUTION NO. 24-06/26-02**

**CAPITAL FUND PROGRAM (CFP) BUDGETS: REVISIONS FOR 2022, 2023 AND 2024
CFP BUDGET; REVISED FIVE YEAR ACTION PLAN FOR FFY 2022 - 2026.**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded the Public Housing Agency of the City of Saint Paul (PHA) the following grants:

1. FFY 2022 Capital Fund Program Grant No. MN46P00150122
2. FFY 2023 Capital Fund Program Grant No. MN46P00150123
3. FFY 2024 Capital Fund Program Grant No. MN46P00150124

WHEREAS, HUD requires the PHA to establish a budget for the expenditure of funds under each grant provided under the Capital Fund Program, Replacement Housing Fund Program; and

WHEREAS, HUD requires the PHA to establish a Five Year Action Plan for the expenditure of Capital Fund Program funds; and

WHEREAS, staff has recommended approval of the attached draft revisions to the Capital Fund Program, Replacement Housing Fund Program, and Revised Capital Fund Program Five Year Action Plan:

1. Original Budget for the FFY 2024 Capital Grant Program Grant No. MN46R00150124;
2. June 1, 2024 Budget Revision for the FFY 2022 and 2023 Capital Grant Program Grant No. MN46P00150122 and MN46P00150123; and
3. Revised Capital Fund Program Five Year Action Plan FFY 2022 through FFY 2026; and

WHEREAS, the Board of Commissioners finds that these CFP grant budgets and Revised Five Year Action Plan are necessary and appropriate to comply with HUD requirements and to best serve the needs of PHA residents;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul as follows:

1. The budgets listed above and the Revised CFP Five Year Action Plan listed above are approved as presented;
2. Staff is authorized to execute and submit all required documents relating to these grants and budget revisions;
3. The Agency Plan is amended accordingly; and
4. Pursuant to HUD notice dated January 11, 1990, the PHA certifies that no employee is serving in a variety of positions that will exceed 100 percent of his or her work time.

Capital Fund Program Five-Year Action Plan

Part I: Summary

(2022 thru 2026)

PHA Name		<input checked="" type="checkbox"/> Original 5-Year Plan: June 1, 2024			
Public Housing Agency of the City of St. Paul		<input type="checkbox"/> Revision No:			
A. Development Number/Name/HA-Wide	Year 1 FFY Grant: 2022 PHA FY: 2023	Work Statement for Year 2 FFY Grant: 2023 PHA FY: 2024	Work Statement for Year 3 FFY Grant: 2024 PHA FY: 2025	Work Statement for Year 4 FFY Grant: 2025 PHA FY: 2026	Work Statement for Year 5 FFY Grant: 2026 PHA FY: 2027
	Annual Statement	Annual Statement	Annual Statement	Annual Statement	Annual Statement
B. Physical Improvements subtotal	\$ 1,432,510	\$ 1,107,752	\$ 1,205,774	\$ 1,191,500	\$ 1,191,500
C. Management Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
D. PHA-Wide Non-Dwelling Structures and Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
E. Administration	\$ 121,099	\$ 120,500	\$ 121,000	\$ 121,000	\$ 121,000
F. Other (RAD)	\$ -	\$ -	\$ -	\$ -	\$ -
G. Operations	\$ -	\$ -	\$ 442,258	\$ 437,500	\$ 437,500
H. Demolition	\$ -	\$ -	\$ -	\$ -	\$ -
I. Development	\$ 272,996	\$ 634,619	\$ -	\$ -	\$ -
J. Capital Fund Financing Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
K. Total CFP Funds	\$ 1,826,605	\$ 1,862,871	\$ 1,769,032	\$ 1,750,000	\$ 1,750,000
L. Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -	\$ -
M. Grant Total	\$ 1,826,605	\$ 1,862,871	\$ 1,769,032	\$ 1,750,000	\$ 1,750,000
Amp 509	\$ 1,432,510	\$ 1,107,752	\$ 1,205,774	\$ 1,191,500	\$ 1,191,500
Scattered Site Homes, Central and West Side Duplexes					
Agency Wide	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Management	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ 121,099	\$ 120,500	\$ 121,000	\$ 121,000	\$ 121,000
Development	\$ 272,996	\$ 634,619	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	\$ -	\$ -	\$ 442,258	\$ 437,500	\$ 437,500
CFP Funds Listed for 5-year planning	\$ 1,826,605	\$ 1,862,871	\$ 1,769,032	\$ 1,750,000	\$ 1,750,000

Part II: Supporting Pages (PHA Acct #'s & HUD EPIC 1480 #'s)													
PHA Name:		Grant Type and Number										FFY of Grant: 2022	
Public Housing Agency of the City of St. Paul		Capital Fund Program Grant No. MN46P00150122										FFY of Grant Approval: 2022	
		Replacement Housing Factor Grant No: NA											
Development Number	General Description of Major Work Categories	Dev. Acct No.	Dev. Acct No.	Quantity								Total Actual Cost	
Name/HA-Wide Activities		PHA Acct. #	HUD EPIC Acct #		Acct. Number is 722...	January 3, 2024 Revision	February 1, 2024 Revision	March 1, 2024 Revision	April 1, 2024 Revision	May 1, 2024 Revision	June 1, 2024 Revision	Funds Obligated June 1, 2024	Funds Expended June 1, 2024
Scattered Site	AMP 9 Dwelling Unit - Interior	1480	1480	40 DU	40-350-01-509-3-148005-XXX	\$0	\$0	\$0	\$0	\$0	\$0		
Homes +	AMP 9 Dwelling Unit - HVAC	1480	1480	40 DU	40-350-01-509-3-148005-704	\$77,771	\$77,771	\$77,771	\$77,771	\$77,771	\$77,771	\$77,771	\$77,771
Duplexes	AMP 9 Dwelling Unit - Mechanical / Plumbing	1480	1480	40 DU	40-350-01-509-3-148005-705	\$10,987	\$10,987	\$10,987	\$10,987	\$10,987	\$10,987	\$10,987	\$10,987
	AMP 9 Dwelling Unit - Unit Modernization	1480	1480	40 DU	40-350-01-509-3-148005-707	\$104,869	\$104,869	\$104,869	\$104,869	\$104,869	\$104,869	\$104,869	\$104,869
	AMP 9 Dwelling Unit - LBP	1480	1480	40 DU	40-350-01-509-3-148005-753	\$8,940	\$8,940	\$8,940	\$8,940	\$8,940	\$8,940	\$8,940	\$8,940
	AMP 9 Dwelling Unit - Exterior	1480	1480	40 DU	40-350-01-509-3-148004-XXX	\$0	\$0	\$0	\$0	\$0	\$0		
	AMP 9 Dwelling Unit - Siding	1480	1480	40 DU	40-350-01-509-3-148004-711	\$145,874	\$145,874	\$73,244	\$73,244	\$73,244	\$73,244	\$73,244	\$73,244
	AMP 9 Dwelling Unit - Roof	1480	1480	40 DU	40-350-01-509-3-148004-712	\$66,467	\$66,467	\$139,097	\$138,965	\$107,582	\$107,582	\$107,582	\$107,582
	AMP 9 Dwelling Unit - Windows	1480	1480	40 DU	40-350-01-509-3-148004-713	\$455,597	\$452,812	\$452,320	\$452,320	\$488,766	\$488,766	\$488,766	\$488,766
	AMP 9 Dwelling Unit - Site Work	1480	1480	10 DU	40-350-01-509-3-148003-XXX	\$0	\$0	\$0	\$0	\$0	\$0		
	AMP 9 Dwelling Unit - Site Work	1480	1480	10 DU	40-350-01-509-3-148003-721	\$55,625	\$55,625	\$55,625	\$55,625	\$67,562	\$67,562	\$67,562	\$55,625
	AMP 9 Dwelling Unit - Walls	1480	1480	10 DU	40-350-01-509-3-148003-722	\$342,080	\$342,080	\$342,080	\$342,080	\$307,882	\$307,882	\$307,882	\$307,882
	AMP 9 Dwelling Unit - Conc./Bit.	1480	1480	10 DU	40-350-01-509-3-148003-734	\$39,364	\$39,364	\$39,364	\$39,364	\$54,364	\$54,364	\$54,364	\$39,364
	AMP 9 A&E Fees	1480	1480	5 DU	40-350-01-509-3-148002-XXX	\$0	\$0	\$0	\$0	\$0	\$0		
	AMP 9 A&E Fees - Architectural / Engineering	1480	1480	5 DU	40-350-01-509-3-148002-741	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$47,322	\$42,097
	AMP 9 A&E Fees - Land Survey	1480	1480	5 DU	40-350-01-509-3-148002-774	\$12,925	\$12,925	\$12,925	\$12,925	\$12,925	\$12,925	\$12,925	\$12,925
	AMP 9 A&E Fees - Asbestos	1480	1480	5 DU	40-350-01-509-3-148002-752	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
McDonough	AMP 16 New Construction - A&E	1480	1480	7 DU	40-350-01-514-1-148008-741	\$121,250	\$121,250	\$121,250	\$121,250	\$121,250	\$121,250	\$121,250	\$117,073
7 Units	AMP 16 New Construction - Land Survey/Site Plan	1480	1480	7 DU	40-350-01-514-1-148008-774	\$7,950	\$9,525	\$9,525	\$9,525	\$10,223	\$10,223	\$10,223	\$10,223
AMP 16	AMP 16 New Construction - Soil Borings	1480	1480	7 DU	40-350-01-514-1-148008-751	\$13,900	\$13,900	\$13,900	\$13,900	\$13,900	\$13,900	\$13,900	\$13,900
	AMP 16 New Construction - Enviro. Assessment	1480	1480	7 DU	40-350-01-514-1-148008-755	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
	AMP 16 New Construction - Flow Test	1480	1480	7 DU	40-350-01-514-1-148002-773	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	AMP 16 New Construction - Resident Advisor	1480	1480	7 DU	40-350-01-514-1-148002-774	\$294	\$294	\$294	\$294	\$294	\$294	\$294	\$294
Dunedin	AMP 17 New Construction - A&E	1480	1480	4 DU	40-350-01-515-1-148008-741	\$103,250	\$103,250	\$103,250	\$103,250	\$103,250	\$103,250	\$103,250	\$103,250
4 Units	AMP 17 New Construction - Land Survey/Site Plan	1480	1480	4 DU	40-350-01-515-1-148008-774	\$3,600	\$4,335	\$4,335	\$4,335	\$5,835	\$5,835	\$5,835	\$5,835
AMP 17	AMP 17 New Construction - Soil Borings	1480	1480	4 DU	40-350-01-515-1-148008-751	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300
	AMP 17 New Construction - Enviro. Assessment	1480	1480	4 DU	40-350-01-515-1-148008-755	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300
	AMP 17 New Construction - Flow Test	1480	1480	4 DU	40-350-01-515-1-148002-773	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	AMP 17 New Construction - Resident Advisor	1480	1480	4 DU	40-350-01-515-1-148002-774	\$244	\$244	\$244	\$244	\$244	\$244	\$244	\$244
	Construction Administration - salaries	1480	1480	LS	40-425-01-509-3-148002-001	\$49,338	\$49,338	\$49,338	\$49,338	\$49,338	\$49,338	\$49,338	\$49,338
	Construction Administration - benefits	1480	1480	LS	40-425-01-509-3-148002-009	\$20,408	\$20,408	\$20,408	\$20,408	\$20,408	\$20,408	\$20,408	\$20,408
	Advertising costs	1410	1410	LS	40-010-01-509-0-141019-000	\$3,808	\$4,283	\$4,775	\$4,907	\$4,907	\$4,907	\$4,907	\$4,907
	Audit costs	1480	1480	LS	20-210-01-509-0-148001-000	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
	Transfer to Operations (25%)	1406	1406	LS	20-210-01-509-0-140600-000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Management Fees (10%)	1410	1410	LS	20-210-01-510-0-141040-000	\$116,192	\$116,192	\$116,192	\$116,192	\$116,192	\$116,192	\$116,192	\$116,192
	AMP 509 Subtotal					\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,790,266
	Contingency	1502		lump sum	40-350-01-5xx-0-150200-000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	FFY 2022 Total CFP					\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,826,605	\$1,790,266
					Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,339

100.00% 98.01%

Part II: Supporting Pages (PHA Acct #'s & HUD EPIC 1480 #'s)													
PHA Name: Public Housing Agency of the City of St. Paul		Grant Type and Number Capital Fund Program Grant No. MN46P00150123 Replacement Housing Factor Grant No. NA										FFY of Grant: 2023 FFY of Grant Approval: 2023	
Development Number	General Description of Major Work Categories	Dev. Acct No.	Dev. Acct No.	Quantity								Total Actual Cost	
Name/HA-Wide Activities		PHA Acct #	HUD EPIC Acct #		Acct. Number is 723...	January 3, 2024 Revision	February 1, 2024 Revision	March 1, 2024 Revision	April 1, 2024 Revision	May 1, 2024 Revision	June 1, 2024 Revision	Funds Obligated June 1, 2024	Funds Expended June 1, 2024
Scattered Site	AMP 9 Dwelling Unit - Interior	1480	1480	40 DU	40-350-01-509-3-148005-XXX	\$387,650	\$377,332	\$311,401	\$296,111	\$292,551	\$283,655		
Homes +	AMP 9 Dwelling Unit - Exterior	1480	1480	40 DU	40-350-01-509-3-148004-XXX	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000		
Duplexes	AMP 9 Dwelling Unit - Roof	1480	1480	40 DU	40-350-01-509-3-148004-712	\$342,005	\$342,005	\$342,005	\$342,005	\$342,005	\$342,005	\$342,005	\$334,074
	AMP 9 Dwelling Unit - Site Work	1480	1480	10 DU	40-350-01-509-3-148003-XXX	\$47,032	\$47,032	\$0	\$0	\$0	\$0		
	AMP 9 Dwelling Unit - Walls	1480	1480	10 DU	40-350-01-509-3-148003-722	\$152,968	\$152,968	\$206,368	\$206,368	\$206,368	\$206,368	\$206,368	\$206,368
	AMP 9 A&E Fees	1480	1480	5 DU	40-350-01-509-3-148002-XXX	\$10,681	\$10,681	\$10,681	\$10,681	\$10,681	\$10,681		
	AMP 9 A&E Fees - Architectural / Engineering	1480	1480	5 DU	40-350-01-509-3-148002-741	\$87,673	\$87,673	\$87,673	\$87,673	\$87,673	\$87,673	\$87,673	\$38,111
	AMP 9 A&E Fees - Land Survey	1480	1480	5 DU	40-350-01-509-3-148002-774	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525
McDonough	AMP 16 New Construction - Contract Costs	1480	1480	7 DU	40-350-01-514-1-148008-701			\$175,399	\$175,399	\$175,399	\$175,399	\$0	\$0
	AMP 16 New Construction - Project Contingency	1480	1480	7 DU	40-350-01-514-1-148008-701			\$138,770	\$138,770	\$138,770	\$138,770	\$0	\$0
	AMP 16 New Construction - A&E	1480	1480	7 DU	40-350-01-514-1-148008-741	\$28,250	\$28,250	\$28,250	\$28,250	\$28,250	\$28,250	\$28,250	\$0
Dunedin	AMP 17 New Construction - Contract Costs	1480	1480	4 DU	40-350-01-515-1-148008-701			\$183,762	\$183,762	\$183,762	\$183,762	\$0	\$0
	AMP 17 New Construction - Project Contingency	1480	1480	4 DU	40-350-01-515-1-148008-701			\$76,688	\$76,688	\$76,688	\$76,688	\$0	\$0
	AMP 17 New Construction - A&E	1480	1480	4 DU	40-350-01-515-1-148008-741	\$31,750	\$31,750	\$31,750	\$31,750	\$31,750	\$31,750	\$31,750	\$0
	Construction Administration - salaries	1480	1480	LS	40-425-01-509-3-148002-001	\$35,839	\$46,346	\$56,858	\$68,059	\$69,779	\$76,920	\$76,920	\$76,920
	Construction Administration - benefits	1480	1480	LS	40-425-01-509-3-148002-009	\$16,040	\$15,851	\$19,741	\$23,830	\$25,670	\$27,425	\$27,425	\$27,425
	Advertising costs	1410	1410	LS	40-010-01-509-0-141019-000	\$500	\$500	\$500	\$500	\$500	\$623	\$623	\$623
	Audit costs	1480	1480	LS	20-210-01-509-0-148001-000	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0
	Transfer to Operations (25%)	1406	1406	LS	20-210-01-509-0-140600-000	\$464,256	\$464,256	\$0	\$0	\$0	\$0	\$0	\$0
	Management Fees (10%)	1410	1410	LS	20-210-01-510-0-141040-000	\$185,202	\$185,202	\$120,000	\$120,000	\$120,000	\$119,877	\$120,000	\$0
	Amp 509 Subtotal					\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$923,539	\$686,046
	Contingency	1502		lump sum	40-350-01-5xx-0-150200-000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	FFY 2023 Total CFP					\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$1,862,871	\$923,539	\$686,046
	Balance					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

49.58% 36.83%

Part II: Supporting Pages (PHA Acct #'s & HUD EPIC 1480 #'s)								
PHA Name: Public Housing Agency of the City of St. Paul			Grant Type and Number Capital Fund Program Grant No. MN46P00150124 Replacement Housing Factor Grant No: NA				FFY of Grant: 2024 FFY of Grant Approval: 2024	
Development Number	General Description of Major Work Categories	Dev. Acct No.	Dev. Acct No.	Quantity			Total Actual Cost	
Name/HA-Wide Activities		PHA Acct. #	HUD EPIC Acct #		Acct. Number is 724...	Original Budget June 1, 2024	Funds Obligated June 1, 2024	Funds Expended June 1, 2024
Scattered Site	AMP 9 Dwelling Unit - Interior	1480	1480	40 DU	40-350-01-509-3-148005-XXX	\$955,274		
Homes +	AMP 9 Dwelling Unit - Exterior	1480	1480	40 DU	40-350-01-509-3-148004-XXX	\$50,000		
Duplexes	AMP 9 Dwelling Unit - Site Work	1480	1480	10 DU	40-350-01-509-3-148003-XXX	\$50,000		
	AMP 9 A&E Fees	1480	1480	5 DU	40-350-01-509-3-148002-XXX	\$50,000		
	Construction Administration - salaries	1480	1480	LS	40-425-01-509-3-148002-001	\$75,000	\$0	\$0
	Construction Administration - benefits	1480	1480	LS	40-425-01-509-3-148002-009	\$25,000	\$0	\$0
	Advertising costs	1410	1410	LS	40-010-01-509-0-141019-000	\$500	\$0	\$0
	Audit costs	1480	1480	LS	20-210-01-509-0-148001-000	\$500	\$0	\$0
	Transfer to Operations (25%)	1406	1406	LS	20-210-01-509-0-140600-000	\$442,258	\$0	\$0
	Management Fees (10%)	1410	1410	LS	20-210-01-510-0-141040-000	\$120,500	\$0	\$0
	Amp 509 Subtotal					\$1,769,032	\$0	\$0
	Contingency	1502		lump sum	40-350-01-5xx-0-150200-000	\$0	\$0	\$0
							\$0	\$0
	FFY 2024 Total CFP					\$1,769,032	\$1,769,032	\$0
					Balance	\$0	\$1,769,032	\$1,769,032
							0.00%	0.00%

Capital Fund Program Five-Year Action Plan (FFY 2022 thru FFY 2026)

Part II: Supporting Pages—Work Activities (Revised June 1, 2024)

Activities for Year 1		Activities for Year: 1 FFY Grant: 2022 PIA FY: 2023			Activities for Year: 1 FFY Grant: 2022 PIA FY: 2023		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		
Physical Needs Work Statement							
See Annual Statement							
Amp 609	Scattered site improvements - interior work	\$ 202,567					
Scattered Sites	Scattered site improvements - exterior work	\$ 669,592					
Homes	Scattered site improvements - site work	\$ 429,808					
MN 1-20 thru 37	Scattered site improvements - engineering	\$ 60,297					
Central & Westside	Development	\$ 272,986					
Duplexes	Construction Administration - salaries	\$ 49,336					
	Construction Administration - benefits	\$ 20,408					
	Audit	\$ 500					
	Transfer to Operations	\$ -					
	Management Fees	\$ 121,099					
Amp 609 Subtotal		\$ 1,826,605					
Total CFP Estimated Cost		Cont. Next Col.	FFY 2022 Total CFP Estimated Cost		\$ 1,826,605		

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 2		Activities for Year: 2 FFY Grant: 2023 PIA FY: 2024			Activities for Year: 2 FFY Grant: 2023 PIA FY: 2024		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		
Amp 609	Scattered site improvements - interior work	\$ 283,655					
Scattered Sites	Scattered site improvements - exterior work	\$ 412,005					
Homes	Scattered site improvements - site work	\$ 206,368					
MN 1-20 thru 37	Scattered site improvements - engineering	\$ 100,879					
Central & Westside	Development	\$ 634,819					
Duplexes	Construction Administration - salaries	\$ 75,820					
	Construction Administration - benefits	\$ 27,425					
	Audit	\$ 500					
	Transfer to Operations	\$ -					
	Management Fees	\$ 120,500					
Amp 609 Subtotal		\$ 1,862,871					
Total CFP Estimated Cost		Cont. Next Col.	FFY 2023 Total CFP Estimated Cost		\$ 1,862,871		

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 3		Activities for Year: 3 FFY Grant: 2024 PIA FY: 2025			Activities for Year: 3 FFY Grant: 2024 PIA FY: 2025		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		
Amp 609	Scattered site improvements - interior work	\$ 955,274					
Scattered Sites	Scattered site improvements - exterior work	\$ 50,000					
Homes	Scattered site improvements - site work	\$ 50,000					
MN 1-20 thru 37	Scattered site improvements - engineering	\$ 50,000					
Central & Westside	Development	\$ -					
Duplexes	Construction Administration - salaries	\$ 75,000					
	Construction Administration - benefits	\$ 25,000					
	Audit	\$ 500					
	Transfer to Operations	\$ 442,258					
	Management Fees	\$ 121,000					
Amp 609 Subtotal		\$ 1,769,032					
Total CFP Estimated Cost		Cont. Next Col.	FFY 2024 Total CFP Estimated Cost		\$ 1,769,032		

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 4		Activities for Year: 4 FFY Grant: 2025 PIA FY: 2026			Activities for Year: 4 FFY Grant: 2025 PIA FY: 2026		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		
Amp 609	Scattered site improvements - interior work	\$ 891,000					
Scattered Sites	Scattered site improvements - exterior work	\$ 100,000					
Homes	Scattered site improvements - site work	\$ 50,000					
MN 1-20 thru 37	Scattered site improvements - engineering	\$ 50,000					
Central & Westside	Construction Administration - salaries	\$ 75,000					
Duplexes	Construction Administration - benefits	\$ 25,000					
	Audit	\$ 500					
	Transfer to Operations	\$ 437,500					
	Management Fees	\$ 121,000					
Amp 609 Subtotal		\$ 1,750,000					
Total CFP Estimated Cost		Cont. Next Col.	FFY 2025 Total CFP Estimated Cost		\$ 1,750,000		

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 5		Activities for Year: 5 FFY Grant: 2026 PIA FY: 2027			Activities for Year: 5 FFY Grant: 2026 PIA FY: 2027		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		
Amp 609	Scattered site improvements - interior work	\$ 891,000					
Scattered Sites	Scattered site improvements - exterior work	\$ 100,000					
Homes	Scattered site improvements - site work	\$ 50,000					
MN 1-20 thru 37	Scattered site improvements - engineering	\$ 50,000					
Central & Westside	Construction Administration - salaries	\$ 75,000					
Duplexes	Construction Administration - benefits	\$ 25,000					
	Audit	\$ 500					
	Transfer to Operations	\$ 437,500					
	Management Fees	\$ 121,000					
Amp 609 Subtotal		\$ 1,750,000					
Total CFP Estimated Cost		Cont. Next Col.	FFY 2026 Total CFP Estimated Cost		\$ 1,750,000		

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBA
EXECUTIVE DIRECTOR**

REGARDING Approval of Contract Settlement with
AFSCME Local 1854 (American Federation of
State, County and Municipal Employees)

DATE June 26, 2024

Staff requests Board approval of the tentative agreement on contract wages, the PHA's medical insurance contribution amount and other contract changes reached with Local 1854, American Federation of State, County and Municipal Employees (AFSCME) District Council 5, representing most of the PHA's clerical, technical and support staff (about 125 employees).

The tentative agreement covers the two-year period retroactive from June 1, 2024 to May 31, 2026 and includes salary increases effective June 1, 2024 and June 1, 2025, as well as the PHA's contribution amounts for medical insurance effective July 1, 2024, with a health insurance only re-opener for July 1, 2025 if the health insurance premium costs increase by 6% or more. The proposed contract language is as follows:

1. SALARY INCREASES

Staff proposes general salary increases of 3.5% for the first year (with several exceptions noted below), and 3.3% for the second year. If approved, Article 11.3 of the AFSCME Agreement would be revised as follows:

- 11.31 On June 1, 2024, the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.7%. On June 1, 2024, all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.7% salary increase; and all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.7% increase is

applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.5%.

- 11.32 On June 1, 2025, the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.5%. On June 1, 2025, all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.5% salary increase; and all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.5% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.3%.

Staff conducted a survey of several local governmental organizations including the City of St. Paul and the Minneapolis Public Housing Authority (see attached 2024 Compensation Survey). The average salary increases given by these entities for 2023 through 2025 are in the range of 3.0% – 7.8%. The wage increases proposed in this recommendation are in line with these averages.

Staff are also recommending that the Board approve the following market compensation adjustments in year one of the Agreement for a total of 42 employees in four job classifications in the B22, B23, C42, and C43 band/grade/subgrade pay ranges. These proposed changes would take the place of any salary increase that other PHA staff in the AFSCME group would receive in the first year of this Agreement; and they would be based on the employee's current pay step of their salary range. These one-time only salary adjustments, outside of the authority granted under the Executive Director's Compensation Fund, would help bring affected staff's salaries in line with both the current job market and the PHA's competitors and help ensure compensation parity with other coworkers in the same band/grade/subgrade. Affected staff would receive the same general increase as other staff in the second year of the Agreement.

If approved, the following changes would take effect retroactive to June 1, 2024. Once the proposed changes are applied, each affected employee would go to the next highest step in the pay range that represents this increase:

- **Administrative Support Professional (B22):** Staff propose that the hourly salary for the sole Administrative Support Professional increase by \$2.00 per hour. The proposed salary increase would bring this employee from Step 11 (\$24.38) of the B22 band/grade/subgrade on the prior step schedule to Step 15 (\$26.63) on the new step schedule. Step 18 (\$27.71) is the maximum of the pay range for this position. Implementing this change would cost approximately \$3,900 for the remainder of the current fiscal year. The average percentage increase in year one of the Agreement for this group would be 9.23%.
- **Resident Services Technician (B23):** Staff propose that the hourly salary for all eight Resident Services Technicians increase by \$2.00 per hour. The proposed salary increases would bring these eight employees from Steps 11 (\$25.53) through 14 (\$26.93) of the B23 band/grade/subgrade on the prior step schedule to Steps 15 (\$27.89) to 18 (\$29.40) on the new step schedule. Step 20 (\$30.08) is the maximum of the pay range for this position. Implementing this change would cost approximately \$33,800 for the remainder of the current fiscal year. The average percentage increase in year one of the Agreement for this group would be 9.21%.
- **PHA Staff at the C42 Band/Grade/Subgrade (Accountant I; Assistant Resident Services Managers; Human Services Coordinators; and Program Coordinators):** Staff propose that the hourly salary for 30 out of 37 staff at the C42 band/grade/subgrade increase as follows:
 - 20 staff currently at Steps 7 (\$34.09) to 10 (\$36.60) would receive an increase of \$3.00 per hour added to their base rate of pay.
 - 5 staff currently at Steps 11 (\$37.27) and 12 (\$37.94) would receive an increase of \$2.50 per hour added to their base rate of pay.
 - 5 staff currently on Step 13 (\$38.63) would receive an increase of \$2.00 per hour added to their base rate of pay.

The proposed salary increases would bring these 30 employees from Steps 7 (\$34.71) through 13 (\$38.63) of the C42 band/grade/subgrade on the prior step schedule to Steps 11 (\$37.90) to 15 (\$40.70) on the new step schedule. Step 20 (\$44.26) represents the maximum of the pay range for this position. Implementing this change would cost approximately \$149,829 for the remainder of the current fiscal year. The average percentage increase in year one of the Agreement for this group would be 8.17%. The other seven staff in C42 would receive the same 3.5% increase as other AFSCME employees.

Project Leader (C43): Staff propose that the hourly salary for three out of six Project Leaders (two at Step 10 and one at Step 13) increase by \$3.00 per hour for those at

Step 10, and \$2.00 per hour for the one at Step 13. The proposed salary increase would bring the two employees from Step 10 (\$39.39) on the prior step schedule to Step 14 (\$43.02) on the new step schedule and the third from Step 13 (\$41.55) on the prior step schedule to Step 15 (\$43.78) on the new step schedule. Step 20 (\$47.59) is the maximum of the pay range for this position. Implementing this change would cost approximately \$15,676 for the remainder of the current fiscal year. The average percentage increase in year one of the Agreement for this group would be 8.07%. The other three staff in C43 would receive the same 3.5% increase as other AFSCME employees.

Based on current salary data, with estimates for vacant positions, the proposed compensation changes for AFSCME covered PHA employees on June 1, 2024 would increase salary expense by approximately \$395,738 annually, for a new total of about \$7,693,886. The recommended second year increase (3.3%) would add about \$253,898 annually, for a new total of approximately \$7,947,784. The Board-approved FY 2025 Operating Budgets includes sufficient funds to cover the additional cost during this fiscal year.

2. PHA CONTRIBUTION TOWARD MEDICAL INSURANCE

Effective July 1, 2024, staff recommend increasing the monthly PHA contribution amounts paid toward the cost of AFSCME covered PHA employees' medical insurance by 3.5%. This matches the increases for the City Employees' Union Local 363 (Local 363) and Supervisory and Confidential Employees (S&C) groups approved by the Board in 2021. The Agency pays the same dollar amounts regardless of the network (Open Access or Achieve) or plan level of coverage (Basic, Standard, Premium) chosen by the employee.¹ With the recommended 3.5% increases, the PHA contribution amounts would be as follows:

July 1, 2024:

- \$996 for single coverage (up from \$938.86 (Achieve) and \$962 (Open Access))
- \$1,559 for single plus 1 coverage (up from \$1,506)
- \$1,781 for family coverage (up from \$1,720)

¹ The PHA's contribution does not exceed the amount of the premium.

The AFSCME negotiations team has requested a health insurance-only reopener for year two of their Agreement (June 1, 2025) if medical insurance premiums increase by more than 6%. The request was repeatedly made despite the PHA's stated intention to request a third, lower cost medical network option for employees in the next Request for Proposals. If the proposed increase to the medical premium costs for the plan year beginning July 1, 2025 is 6% or less, the PHA's employer contribution rate would increase by 3.5% for employees in the AFSCME group effective July 1, 2025. In this scenario, the PHA contribution amounts would be as follows:

July 1, 2025:

- \$1,031 for single coverage (up from \$996),
- \$1,614 for single plus 1 coverage (up from \$1,559), and
- \$1,844 for family coverage (up from \$1,781).

The 3.5% annual increase to the PHA's contribution was originally approved by the Board in 2011 with the intent of "leveling out" the Agency's annual medical insurance costs rather than changing each year as premiums changed by varying amounts.

Using the November 2023 medical census data, the annualized cost increase for the Agency's contribution for the AFSCME covered PHA employee group is approximately \$59,520, for a total Agency cost of approximately \$3,623,050 for medical insurance premiums from July 1, 2024 to June 30, 2025. The Board-approved FY 2025 Operating Budgets include sufficient funds to cover this cost during this fiscal year. The Board recently approved the July 1, 2024 medical insurance premium costs at the April 24, 2024 meeting.

3. OTHER ADMINISTRATIVE UPDATES TO THE AGREEMENT

Staff are also recommending the following basic administrative updates to the AFSCME Agreement:

- Article 8.32.1 (Bereavement Leave): The PHA will mirror the following family member language in the Minnesota State Earned Sick and Safe Time law, which took effect on

January 1, 2024. The Board also approved this language as an amendment to the PHA’s Personnel Policy for All Employees on January 24, 2024:

Employees may use earned sick and safe time for their following family members:

- Their 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);
 - Their spouse or registered domestic partner;
 - Their sibling, stepsibling or foster sibling;
 - Their 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;
 - Their grandchild, foster grandchild or step-grandchild;
 - Their grandparent or step-grandparent;
 - A child of a sibling of the employee;
 - A sibling of the parents of the employee;
 - A child-in-law or sibling-in-law;
 - Any of the family members listed in 1 through 9 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.
- Article 8.33.1 (Eligible Uses of Sick Leave): The PHA will mirror the language in the Minnesota State Earned Sick and Safe Time law, which took effect on January 1, 2024, and which the Board approved on January 24, 2024 as an amendment to the PHA’s Personnel Policy for All Employees.
 - Article 8.5 (Use of Sick Leave for Employees in their Original Probationary Period): For benefits-eligible employees in their original probationary period, the PHA would eliminate the one-month waiting period for employees to use their accrued sick leave.
 - Article 9.1 (Schedule of Earned Vacation): The PHA would modify the current schedule of earned vacation by increasing the vacation accrual range to enable eligible employees to earn more vacation time earlier in their career, but without increasing the cap on the total number of vacation days that an employee can earn.

Current Vacation Accrual Schedule

Range	Bi-Weekly Accrual (Hours)	Annual Accrual (Hours)
0-4 Years	3.08	80.08
4-9 Years	4.62	120.12
10-14 Years	5.54	144.04
15-19 Years	6.47	168.22
20-24 Years	7.39	192.14
25+	8.31	216.06

Proposed Vacation Accrual Schedule

Range	Bi-Weekly Accrual (Hours)	Annual Accrual (Hours)
0-1 Years	3.50	91.00
1-3 Years	4.00	104.00
4-6 Years	5.00	130.00
7-9 Years	5.50	143.00
10-14 Years	6.00	156.00
15-19 Years	6.75	175.50
20-24 Years	7.50	195.00
25+	8.31	216.06

- Article 9.3 (Use of Vacation for Employees in their Original Probationary Period): For benefits-eligible employees in their original probationary period, the PHA would reduce the waiting period to use accrued vacation time from 6 months to 3 months.
- Article 10.42 (Floating Holiday Eligibility): The PHA would eliminate language stipulating 2- and 6-month waiting periods before a benefits-eligible employee can use their two Floating Holidays.
- Grammatical and Numerical Corrections: Staff have also made grammatical and numerical corrections to the AFSCME Agreement where necessary.

In the attached proposed changes to the current AFSCME Agreement the proposed new hourly rates, medical insurance, and other language changes are double-underlined and deletions are interlined.

ANH/AAG/EW/WW/MB/LF/FAH

Attachments: St. Paul PHA: 2023-2025 Compensation Survey
Proposed Changes to the AFSCME Agreement

St. Paul PHA: 2023-2025 Compensation Survey

Agency	Contract Year	Percent Increase	Step Increase	Total Increase	Notes
Minneapolis Public Housing Authority	2023	7.5%	None	7.5%	There is a 2.5% difference between pay steps
	2024	4.5%	None	4.5%	
	2025	TBD	TBD	TBD	
City of Saint Paul Agreement	2023	3.0%	Yes: 0% - 4.7% depending on Pay Grade and Years of Service	3.0% - 7.7% for Each Year	Annual step movement until 10 years. Then step movement every 5 years.
	2024	3.0%			
	2025	3.0%			
State of Minnesota	2023	5.5%	Yes: 2.3%	7.8%	Annual step movement
	2024	4.5%		6.8%	
Dakota County	2023	3.25%	Yes: 2.25%-4.25% Annual Merit Pay Range	5.5% - 7.5% for Each Year	Annual merit pay increases
	2024	3.25%			
St. Paul PHA	2023	1.2%	1.8%	3%	
	2024	Varies			
	2025	1.5% proposed	1.8% proposed	3.3% proposed	

**AGREEMENT BETWEEN
PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 5
LOCAL 1854**

June 1, 20214 – May 31, 20246

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This AGREEMENT made and entered into this _____ day of _____, 2024 by and between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, a public corporate and politic, organized and existing pursuant to the laws of the State of Minnesota, hereinafter called the "PHA".

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL No. 5, an employee organization having the status of exclusive representative for certain employees of the PHA, hereinafter called the UNION.

WITNESSETH:

WHEREAS, the PHA is a public employer within the meaning of the Public Employment Labor Relations Act of 1971 (PELRA), as amended; and

WHEREAS, the UNION is an exclusive representative within the meaning of the Public Employment Labor Relations Act of 1971, as amended; and

WHEREAS, the PHA and the UNION have reached a full and complete understanding concerning the terms and conditions of employment that are to be covered by this AGREEMENT.

NOW, THEREFORE, THE PHA AND THE UNION HEREBY AGREE AS FOLLOWS:

ARTICLE 1: RECOGNITION

- 1.1 The PHA recognizes the UNION as the exclusive representative of all office, clerical, technical, and professional employees; who are public employees within the meaning of Minn. Statute 179A.63, Subd. 7, excluding supervisory, confidential and all other employees.
- 1.2 The job titles of classifications included within the bargaining unit and covered by this Agreement are those contained in Appendix A.
- 1.3 In the event of a dispute between the PHA and the UNION concerning the inclusion or exclusion of a newly created or modified job classification within the bargaining unit described in 1.1, either party may refer the dispute to the Minnesota Bureau of Mediation Services for determination.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 The PHA and its management retains all rights and authority necessary to operate the affairs of the PHA in all of its various aspects including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the PHA; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to

schedule working hours; to assign overtime; to determine whether services should be provided or purchased; to hire, promote, suspend, discipline or discharge employees; and to make and enforce rules and regulations, except as such rights are specifically limited by this Agreement.

- 2.2 Any and all management rights not specifically delegated or limited by this Agreement are retained by the PHA.

ARTICLE 3: UNION RIGHTS

- 3.1 Dues Deduction. The PHA agrees to deduct monthly from the salary of employees, who authorize such a deduction in writing, an amount equal to monthly UNION dues.
- 3.2 Remittance of Dues. The PHA shall remit to the UNION monthly the deductions made under the provisions of 3.1 together with a statement of employees from which such deductions have been made.
- 3.3 Indemnification. The UNION agrees to indemnify and hold the PHA harmless against any and all claims, suits, orders, or judgments brought or issued against the PHA as a result of any action taken or not taken by the PHA in administering the provisions of 3.1 or 3.2 of this ARTICLE.
- 3.4 Stewards. The UNION may designate a maximum of 10 employees within the bargaining unit as Stewards and shall notify the PHA in writing of the employees so designated and of any change in the position. Stewards shall have those duties and responsibilities as established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 3.5 Bulletin Boards. The PHA shall provide reasonable space on designated employee bulletin boards for the posting of official UNION notices and announcements.
- 3.6 Changes in Employment Status.
- 3.61 The PHA shall make available to the UNION, upon request, information concerning employees who have been hired, terminated, or placed on an unpaid leave of absence who are covered by this Agreement.
- 3.62 Employees hired by the PHA shall be given written notification of the UNION status as exclusive representative and a copy of this Agreement, provided, the UNION furnishes such documents to the Personnel Office for distribution.
- 3.7 PHA Facilities. The UNION shall have the right to use PHA facilities subject to availability and approval of the Executive Director.
- 3.8 Intra-Agency Mail. The UNION shall have the right to use the intra-agency mail system and e-mail system for the mailing of official UNION notices and announcements.
- 3.9 Personnel Policy. The PHA shall notify the Chairperson of the UNION of any proposed changes to the Personnel Policy. Proposed changes in the Personnel Policy, which

affect a "term or condition of employment", as defined by the P.E.L.R.A. of 1971, shall be negotiable with the UNION.

- 3.10 Meet and Confer. The UNION shall have the right to meet and confer with the PHA in accordance with Minn. Statute 179.73.

ARTICLE 4: EMPLOYMENT STATUS

- 4.1 Regular Employee: shall mean an employee hired to fill an authorized job.
- 4.11 Regular full-time employee: shall mean an employee hired for a normal work week of 40 hours.
- 4.12 Regular part-time employee: shall mean an employee hired for a normal work week of less than 40 hours and more than 14 hours.
- 4.2 Temporary Employee: shall mean an employee hired for seasonal or intermittent periods of work not to exceed 67 work days per calendar year except as defined in 179.A.03 Subd. 14. Temporary employees shall not be covered by this Agreement.
- 4.3 Interns: shall mean an employee hired for a period of time not to exceed 9 months per calendar year, for which the employment is an integral part of formal training. Interns shall not be covered by this Agreement.
- 4.4 Government Programs Employees: shall mean employees who are employed through C.E.T.A., W.I.N. or other federally funded manpower programs. Government programs employees shall not be covered by this Agreement. The PHA shall make available to the UNION, upon request, the names of employees funded by federal manpower programs.

ARTICLE 5: PROBATIONARY PERIOD

- 5.1 Original Employment Probationary Period. Regular full-time employees shall, as a condition of employment, serve a 9 continuous month probationary period. Regular employees will be allowed to use vacation after ~~6~~3 calendar months of service. The probationary period shall apply to all regular full-time employees, including former employees who are re-employed following separation.
- 5.11 Employees may be disciplined as defined in 17.1 during the probationary period at the sole discretion of the PHA without such discipline being a violation of this Agreement or being grievable through the grievance procedure established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 5.12 During the probationary period, employees shall earn sick leave and vacation as established by ARTICLE 8 (SICK LEAVE) and ARTICLE 9 (VACATIONS).

- 5.13 Employees shall have no seniority status during the probationary period. Upon the successful completion of the probationary period, employees shall be assigned a seniority date as of their first day of work.
- 5.14 The PHA reserves the right to extend the probationary period an additional 30 work days, by written notice to the employee.
- 5.2 Promotional Probationary Period. Regular employees promoted to a job classification covered by this Agreement with a higher pay grade shall serve a 6 continuous month promotional probationary period.
- 5.21 During a promotional probationary period employees may be returned by the PHA to their previously held job classification.
- 5.22 Employees returned to their previously held job classification shall suffer no break in their seniority or length of service for the purpose of benefits, and shall be compensated at the monthly salary received prior to the promotion (including a general increase if applicable with the provisions of Article 11).
- 5.23 The PHA reserves the right to extend the promotional probationary period an additional 30 work days, by written notice to the employee.
- 5.24 During a promotional probationary period a promoted employee may elect to return to the employee's previously held job classification, provided there is a vacancy.
- 5.3 Part-time Probationary Period. Regular part-time employees shall serve a probationary period equivalent to the total hours, (1,560), of a regular full-time employee's probationary period. Regular part-time employees will be allowed to use vacation after 6 480 hours worked. ~~calendar months of service.~~

ARTICLE 6: HOURS OF WORK

- 6.1 Normal Work Day. The normal work day shall be 8 hours of paid time, consisting of 7-3/4 consecutive hours of work, excluding and allowing for an additional 45 minute lunch period, of which 15 minutes is paid time.
- 6.2 Normal Work Week. The normal work week shall be 5 consecutive normal work days.
- 6.3 Work Schedules. The PHA retains the right to establish and modify the specific hours of work for employees to meet the operating and service needs of the Agency.
- 6.4 Rest Periods. Employees are allowed to take a paid rest period, not to exceed fifteen (15) minutes, during each four (4) hour period of work. In order to maintain operational efficiency employees shall take rest periods at a time and location approved by their supervisor.
- 6.5 No Guarantee. This ARTICLE shall not be construed as, and is not intended to be a guarantee of, any hours of work per normal work day or days per normal work week.

- 6.6 Notification of Absence. Employees shall be present for work at the start of their scheduled work day. Employees unable to be present at the start of their scheduled work day or who will be absent shall notify their supervisor, or designee, within 15 minutes of the start of their scheduled work day, except in the event of an emergency. Absences from work without such above prior notification or without the prior approval of the employee's supervisor shall constitute just cause for disciplinary action as provided by ARTICLE 17.
- 6.7 Flexible Work Schedules. The Employer may, at its sole discretion assign and/or approve flexible employee work schedules for full-time employees by modifying the specific hours of work for employees to meet the operating and service needs of the Agency under Section 6.3. In the event that the flexible employee work schedule assigned and/or approved by the Employer consists of four (4) ten (10) hour work days or flexible work schedules mutually agreed upon by the employee and the Employer, overtime shall be paid for all hours worked in excess of normally scheduled work hours per day and forty (40) hours per week.

ARTICLE 7: OVERTIME

- 7.1 Definition. Overtime shall be defined as all hours worked, which have been assigned or approved by an employee's supervisor, in excess of 40 hours during a normal work week or 8 hours during a normal work day except as modified by Article 6.7.
- 7.2 Prior Approval. Overtime shall have the prior approval of an employee's supervisor and the Department Director in accordance with the following:
- 7.21 Overtime, to a maximum of 10 hours per pay period may be assigned or approved by an employee's supervisor.
- 7.22 Overtime, in excess of 10 hours per pay period may be assigned or approved only with the prior approval, in writing, of the Department Director.
- 7.3 Rate of Overtime.
- 7.31 Overtime hours assigned or approved for regular employees covered under the FLSA shall be compensated at the rate of 1-1/2 hours for each 1 hour of overtime worked.
- 7.31_1 Overtime hours worked may be taken in payment or as compensatory time off, at the option of the employee, subject to the approval of the employee's Department Director or designee. Compensatory time off hours may be accumulated to not more than 40 hours.
- 7.31_2 Overtime hours worked and taken in the form of compensatory time off shall be taken only at a time approved by the employee's supervisor.
- 7.32 Overtime hours assigned or approved for regular employees not covered by FLSA (includes all classifications in B and C) shall be compensated at the

straight time rate of 1 hour for each 1 hour of overtime worked. The compensation shall be payment or compensatory time off, at the discretion of the Department Director.

7.4 Call Back

7.41 The PHA reserves the right to call back employees before the start of a normal work day or a normal work week and after an employee has completed a normal work day or normal work week.

7.42 Employees who are called back by the PHA shall receive credit for a minimum of two (2) hours pay or the actual hours worked, whichever is greater. The actual hours worked or the minimum two (2) hour call back credit shall be compensated in accordance with this Article, when applicable.

7.43 Employees called back two (2) hours or less prior to their actual work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with this Article.

ARTICLE 8: SICK LEAVE

8.1 Eligibility. Regular employees shall earn paid sick leave at the rate of 4.62 hours per pay period to a maximum of 15 days (120 hours) per year. Sick leave earned one pay period shall be credited to the employee at the end of the pay period.

8.2 Maximum Accumulation. Earned sick leave shall accumulate to a maximum of 300 days (2,400 hours).

8.3 Uses of Sick Leave. Accumulated sick leave may be approved for use by a regular employee for only the following reasons:

8.31 In the event of personal illness or injury or doctor/dentist appointments, which prevents an employee from performing job duties and responsibilities, accumulated sick leave may be drawn until it is exhausted, subject to the approval of the employee's supervisor.

8.32 In the event of a death in an employee's immediate family, sick leave may be drawn, subject to the approval of the employee's supervisor.

8.32_1_———(Bereavement Leave): The PHA will mirror the following family member language in the Minnesota State Earned Sick and Safe Time law, which took effect on January 1, 2024. This is also the same language that the Board approved on January 24, 2024, as an amendment to the PHA's Personnel Policy for All Employees:

- Their 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);
- Their spouse or registered domestic partner;
- Their sibling, stepsibling or foster sibling;
- Their 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;
- Their grandchild, foster grandchild or step-grandchild;
- Their grandparent or step-grandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members listed in 1 through 9 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.

8.33 In the event of illness, injury, doctor/dentist appointments, or critical illness or injury, as "critical" is defined by the patient's physician, not covered by FMLA, in an employee's immediate family which requires the presence of the employee, sick leave may be drawn, subject to the approval of the employee's supervisor.

8.33.1 (Eligible Uses of Sick Leave): The PHA will mirror the language in the Minnesota State Earned Sick and Safe Time law, which took effect on January 1, 2024, and which the Board approved on January 24, 2024, as an amendment to the PHA's Personnel Policy for All Employees.

- Their 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);
- Their spouse or registered domestic partner;
- Their sibling, stepsibling or foster sibling;
- Their 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;
- Their grandchild, foster grandchild or step-grandchild;
- Their grandparent or step-grandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members listed in 1 through 9 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.

~~For the purposes of this section immediate family shall be defined as an employee's spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, aunt, uncle, stepparent, grandchild, former guardian and ward.~~

- 8.34 When the use of sick leave is approved the day or days of absence shall be deducted from an employee's accumulated sick leave.
- 8.35 Effective November 1, 2000, when an employee is on an approved Family Medical Leave, as defined by PHA's policy for FMLA, accumulated sick leave may be drawn.
- 8.36 Please refer to PHA employee handbook for current Minnesota Statutes.
- 8.4 Medical Verification. The PHA retains the right to require employees requesting the use of sick leave to provide medical evidence of illness or injury. Employees failing to provide such evidence when required shall be considered to be absent without pay.
- 8.5 Sick Leave Usage: ~~There is no waiting period for the use of sick leave for benefits-eligible employees. Employees.~~ ~~Employees serving a probationary period, based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave until they have completed the equivalent of one calendar month of full time employment.~~
- 8.6 Abuse of Sick Leave. Abuse of the sick leave benefit shall be considered just cause for discipline of an employee, as established by ARTICLE 17 (DISCIPLINE AND DISCHARGE).
- 8.7 Employee Notification. Employees requesting approval of the use of sick leave shall have the personal responsibility of notifying their supervisor, or designee, in accordance with the provisions of ARTICLE 6, Section 6.6. Failure to provide such notification shall constitute just cause for disciplinary action as provided by ARTICLE 17.
- 8.8 Sick Leave Conversion. Effective June 1, 1988, full time employees who have accumulated a minimum of twenty (20) hours in excess of two hundred fifty (250) hours may elect to convert the hours in excess of two hundred fifty (250) to either annual leave or payment, in accordance with the schedule below. No employee may convert less than twenty (20) hours or more than eighty (80) hours per calendar year of sick leave to annual leave or pay. Conversions which are included in two of the percentages indicated in the table shall be converted at the appropriate rate for each proportion.

Sick Leave Percentage of Hourly

<u>Hours Accumulated</u>	<u>Rate of Pay or Vacation</u>
Over 250	25%
Over 360	30%
Over 576	35%
Over 792	40%
Over 1008	45%
Over 1224	50%
Over 1440	55%

8.9 Part-time Employees. Regular part-time employees shall earn sick leave benefits established by this ARTICLE subject to the following:

8.91 Regular part-time employees scheduled an average workweek of less than 20 hours shall not earn sick leave benefits.

8.92 Regular part-time employees scheduled an average workweek of 20 hours or more shall earn prorated sick leave benefits as follows:

Full Time Equivalent (FTE)	.50 FTE	.51 FTE – .62 FTE	.63 FTE – .75 FTE	.76 FTE – .89 FTE	.90 FTE – 1 FTE
Hours Received	2.31	2.77	3.47	4.16	4.62

8.93 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave for the first 30 days they have worked.

8.10 Severance. Upon separation from employment, except by reason of discharge, a regular employee or a deceased employee's estate shall be eligible for severance payment subject to the following conditions:

8.10.1 Eligibility. To be eligible for the severance payment an employee must have a minimum of ten (10) years of continuous regular employment; not less than 60 days of accumulated unused sick leave at the time of separation; and have separated from employment for reasons other than discharge.

8.10.2 Amount of Severance. The severance payment, for eligible employees, shall be an amount which is equal to four (4) hours pay for eight (8) hours of accumulated sick leave at the date of separation.

8.10.3 Daily Rate of Pay. For the purpose of calculating the severance payment, an employee's daily pay shall be the daily rate of pay the employee received on the last day of employment prior to separation.

8.10.4 Lay-Off. In the event of a lay-off, as provided by ARTICLE 15, Section 15.5, employees shall be eligible for a severance payment with a minimum of 2 years

of continuous full-time employment and not less than 30 days of accumulated unused sick leave.

8.10.5 HCSP. One Hundred percent (100%) of all severance pay will be contributed to the employee's Health Care Savings Plan account.

8.11 Injury on Duty: Workers' Compensation Supplemental Benefit. Regular full-time or part-time employees who are injured in the performance of their job classification's duties and responsibilities, for which Workers' Compensation benefits are paid, shall receive a supplement to the Workers' Compensation benefits as follows:

8.11.1 The difference between the Workers' Compensation benefit for a normal work week and an employee's normal work week compensation shall be charged against the employee's earned sick leave. The amount charged shall be the difference, rounded to the nearest one-half (1/2) hour.

8.11.2 An employee may draw from earned sick leave until it is exhausted, at which time the supplemental benefit shall cease and the employee will receive only the Workers' Compensation benefits.

8.12 Normal Compensation. Under no circumstances will an employee, who options for the Workers' Compensation supplement benefit, receive compensation which is in excess of the employee's normal work day or normal work week's compensation.

8.13 No Duplication. Employees shall not be allowed to draw both Workers' Compensation benefits and sick leave benefits, except to the extent provided by Section 8.11 of this ARTICLE.

8.14 Increments. Sick leave may be drawn in fifteen (15) minute increments.

ARTICLE 9: VACATIONS

9.1 Schedule of Earned Vacation. Effective ~~September 10~~ June 1, 2000~~24~~, regular full-time employees shall earn paid vacation in accordance with the schedule of continuous employment in 9.11 through 9.15~~8~~.

9.11 From the start of regular employment through ~~to four one (41)~~ to four one (41) continuous years of employment at the rate of ~~110~~ 110 days per year (~~3.08.50~~ 3.08.50 hours per pay period).

9.12 After completion ~~From the start of the fifth-first (51stth)~~ From the start of the fifth-first (51st) year of continuous regular employment through ~~nine-three (93)~~ nine-three (93) years of continuous employment at the rate of ~~45-13~~ 45-13 days per year (~~4.624.00~~ 4.624.00 hours per pay period).

9.13 From the start of the ~~tenth-fourth (404th)~~ tenth-fourth (404th) year of continuous regular employment through ~~sixfourteen (146)~~ sixfourteen (146) years of continuous employment at the rate of ~~48-16~~ 48-16 days per year (~~5.54-00~~ 5.54-00 hours per pay period).

- 9.14 From the start of the ~~fifteenth~~ seventh (15th7) year of continuous regular employment through ~~nineteen~~ nine (19) years of continuous employment at the rate of ~~24~~ 17 days per year (~~6.475~~ 5.50 hours per pay period).
- 9.15 From the start of the ~~twentieth~~ tenth (20th10th) year of continuous regular employment through ~~fourteen~~ fourteen (14) years of continuous employment at the ~~and thereafter at the rate of 24~~ 19 days per year (~~7.396~~ 6.00 hours per pay period).
- 9.16 From the start of the ~~twenty-fifth~~ fifteenth (215th) year of continuous regular employment through ~~nineteen~~ nineteen (19) years of continuous employment at the ~~rate of 21 days per year and thereafter at the rate of 27 days per year~~ (8.316.75) hours per pay period).
- 9.17 ~~From the start of the twentieth (20th) year of continuous regular employment through the twenty-fourth (24) years of continuous employment at the rate of 24 days per year (7.50) hours per pay period).~~
- 9.18 ~~From the start of the twenty-fifth (25th) year of continuous regular employment through and thereafter at the rate of 27 days per year (8.31) hours per pay period).~~
- 9.2 Administrative Leave. Subject to supervisory approval and the approval of the Executive Director, regular employees may elect to take up to a maximum of ten (10) days administrative leave per 12 month administrative leave period (June 1 - May 31) by having the dollar value of the employee's wages for the administrative leave days deducted from the employee's gross annual wages, except that in no event shall the total of vacation days earned, inclusive of any sick leave conversion, and administrative leave days approved exceed thirty (30) days per administrative leave year.
- 9.21 Requests for administrative leave days to be credited in any June 1 to May 31 administrative leave year must be submitted by the May 15th preceding the June 1 start of the administrative leave period. All of the administrative leave days approved shall be credited to the employees' leave record as of June 1, and the deduction for the credited administrative leave days shall be applied pro rata to the employee's wages for each pay period during the ~~12-month~~ 12-month administrative leave year.
- 9.22 When electing to take administrative leave days the employee shall agree to use all approved days during the administrative leave year for which they are requested, and the employee shall further agree to waive any claim for payment for any administrative leave days not taken during the administrative leave year. The Executive Director may approve the carry-over of unused administrative leave days past the end of the administrative leave year; and in that event the Executive Director shall specify the date by which any administrative leave days carried over must be used.
- 9.23 Administrative leave days for regular full-time employees may be requested and taken only in blocks of full work days (8 hours), not in hours or fractions of workday.

Administrative leave days for regular part-time employees may be requested and taken only in blocks of work days as designated in Holiday Pay (see Article 10.52), not in hours or fractions of work day.

9.24 Since administrative leave days may be taken (with the approval of the employee's supervisor) at any time during the administrative leave year, but the corresponding adjustment to the employee's wages takes place over the entire ~~42-month~~ 12-month period, an employee who takes administrative leave days and then terminates employment with PHA during the year may have been overpaid. In that event, the amount owing to the PHA shall be withheld from any final payments (for unused vacation or other) to which the terminating employee may be entitled, or the employee shall reimburse the Agency immediately upon termination. In the event that an employee leaves PHA employment during the year without having used approved administrative leave days, the employee shall be reimbursed for all payroll adjustments for unused administrative leave made during the 12-month period.

9.3 Probationary Employees. ~~Employees serving an original probationary period shall earn paid vacation, but shall not be eligible to use earned vacation until after the completion the first 6-3 months of the probationary period.~~ Employees serving an original probationary period shall earn paid vacation, but shall not be eligible to use earned vacation until after the completion of the first 6-3 months of the probationary period.

9.4 Scheduling of Vacation. Regular employees may apply for the use of earned vacation at a time and for a duration, which is approved by their supervisor, or designee. Prior to April 1 in the current year, the employee having the most master seniority will have preference regarding the selection of vacation time. After April 1st, the decision shall be based on first-come, first served. The approval of the use and duration of earned vacation is subject, in all cases, to the staffing and operational needs of the PHA and prior approval of the employee's supervisor.

9.5 Vacation Carry Over. Earned vacation in excess of 32 days (256 hours) may be carried over from one calendar year to another only with the approval of the Executive Director.

9.6 Vacation Cash Out. Regular Employees may be reimbursed for unused vacation time earned during the current year if the following conditions are met:

9.61 The employee earns at least fifteen (15) days per year of vacation leave;

9.62 The employee has used at least ten (10) days of vacation time during the current year;

9.63 No request for pay shall be for less than a total of one (1) day of vacation time or for less than full hour increments;

9.64 Request for payment shall be submitted to Human Resources in the calendar year for which payment is requested;

9.65 The employee may cash out the difference between the required minimum of ten (10) days used and the total amount of vacation earned in that calendar year. Vacation time carried forward from previous years may be used by the employee, but may not be cashed out under this Article; and

9.66 The employee does not request administrative leave participation for the twelve (12) month period during which the vacation cash out request is made.

9.7 Separation. Regular employees who separate from employment shall be compensated for all earned vacation accumulated, as of the date of separation, with the following exceptions:

9.71 Newly hired employees who are terminated, or who voluntarily resign, during their original employment probationary period shall not be compensated for earned vacation.

9.72 Regular employees who resign without giving 14 calendar days written notice as established by ARTICLE 15.71 shall not be compensated for earned vacation.

9.8 Part-time Employees. Regular part-time employees shall earn paid vacation benefits established by this Article subject to the following:

9.81 Regular part-time employees scheduled an average work week of less than 20 hours shall not earn vacation benefits.

9.82 Effective September 10, 2000, regular part-time employees scheduled an average work week of 20 hours or more shall earn vacation hours per pay period benefits in accordance with the following, as of the date of employment:

-Full Time Equivalent (FTE)	<u>0- 14</u> years recei ves	<u>1-5- 30</u> years recei ves	<u>10-4- 6-14</u> years receiv es	<u>15- 17-9</u> years receiv es	<u>20-10- 14-24</u> years receiv es	<u>25+15- 19</u> years receiv es	<u>20-24 years</u> receiv es	<u>25+ years</u>
.50 FTE	1.547 5	2.340 0	2.77.5 0	3.242.7 5	3.0070 0	4.163.3 7	3.75	4.15
.51 FTE – .62 FTE	1.852 10	2.772 40	3.353 00	3.893.3 0	4.473.6 0	5.04.05 0	4.50	4.99
.63 FTE – .75 FTE	2.633 4	3.473 00	4.163 75	4.854.1 2	5.544.5 0	6.245.0 6	5.62	6.23
.76 FTE – .89 FTE	2.773 15	4.463 60	5.04.5 0	5.854.9 5	6.665.4 0	7.55.85 0	6.75	7.48
.90 FTE – 1 FTE	3.083 50	4.62.0 0	5.540 0	6.475.5 0	7.396.0 0	8.316.7 5	7.50	8.31

9.83 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn paid vacation, ~~and but~~ shall not be eligible to use paid vacation as established by until the completion of their probationary period ~~as established by~~ ARTICLE 5, Section 5.3.

9.9 Increments. Vacation leave may be drawn in fifteen (15) minute increments.

ARTICLE 10: HOLIDAYS

10.1 Regular employees scheduled to a Monday through Friday work week shall observe the following 13 holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	To be taken at a time approved by the employee's supervisor

10.2 In the event that New Year's Day, Juneteenth, Independence Day, Veteran's Day, or Christmas Day falls on a Sunday the following Monday shall be observed as the holiday. In the event any of the above holidays fall on a Saturday the preceding Friday will be observed as a holiday.

10.3 Regular employees scheduled to a work week of other than Monday through Friday shall observe the 13 holidays established by 10.1 at such times as are agreed to by the employee and the employee's supervisor.

10.4 Eligibility.

10.41 To be eligible for a paid holiday an employee must be in paid status the last scheduled work day before a holiday and the first scheduled work day following a holiday. Employees absent on the scheduled work day preceding or following a paid holiday due to approved use of sick leave, vacation, compensatory time off, or floating holiday shall be considered to have worked.

10.42 All regular full time employees are eligible to use ~~To be eligible for the 2 floating holidays_ established by 10.1 an employee shall have worked for at least 6 continuous months in a calendar year.~~

~~_____ To be eligible for 1 floating holiday an employee shall have worked for at least 2 continuous months in a calendar year. An employee may take the two floating holidays at any time during a calendar year. However, an employee terminating PHA employment must repay any pay received for floating holidays taken for which the employee was not eligible.~~

10.43 AFSCME employees working in the Maintenance Department who have not voluntarily used their floating holiday(s) by November 30th of each year will be subject to departmental scheduling of the floating holiday(s).

10.5 Part-time Employees.

- 10.51 Regular part-time employees scheduled an average work week of less than 20 hours shall not be eligible for paid holidays.
- 10.52 Regular part-time employees scheduled a work week of 20 hours or more shall be eligible for paid holidays in accordance with the following, as of the date of their employment:

Full Time Equivalent (FTE):	Holiday Pay
.50 FTE	4 hours of holiday pay
.51 FTE – .62 FTE	5 hours of holiday pay
.63 FTE – .75 FTE	6 hours of holiday pay
.76 FTE – .89 FTE	7 hours of holiday pay
.90 FTE – 1 FTE	8 hours of holiday pay

10.6 CHSP employees who work on Thanksgiving Day and Christmas Day will receive an additional \$6.00/hour for all actual hours worked.

ARTICLE 11: BAND/GRADE/SUBGRADE AND SALARY SCHEDULE

- 11.1 Compensation. Regular employees shall be compensated in accordance with their job classification's Band/Grade/Subgrade Salary Schedule assignment as established by Section 11.2.
- 11.2 Salary Schedule. Regular employees assigned to a job classification listed in Appendix A shall be compensated in accordance with their job classification's Salary Schedule Band/Grade/Subgrade assignment and the provisions of this Article.
- 11.21 Second Language Proficiency. Employees who are proficient in a second language needed by the PHA will receive an additional \$1,000 per year, which will be paid quarterly as a lump sum and not added to the base salary. The PHA will maintain a list of the employees who are proficient in such second languages (including sign language). For an employee to be on the list, the employee's proficiency in the second language must be certified at least once every three years by an independent agency selected by the PHA; and the Department Director must affirm that the second language is required or used in conjunction with PHA employment. Placement on the list and eligibility for the payment are subject to the approval of the Department Director and Executive Director. Application of this sub-section is not grievable.

SALARY SCHEDULE

June 1, 20241

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A12</u>	<u>\$16.9517.6</u>	<u>\$22.0322.94</u>
	<u>6</u>	
<u>A13</u>	<u>\$18.5519.3</u>	<u>\$24.1225.12</u>
	<u>2</u>	
<u>B21</u>	<u>\$18.6219.3</u>	<u>\$25.3326.38</u>
	<u>9</u>	
<u>B22</u>	<u>\$19.5620.3</u>	<u>\$26.6427.71</u>
	<u>7</u>	
<u>B23</u>	<u>\$20.48214.</u>	<u>\$28.8830.08</u>
	<u>34</u>	
<u>B24</u>	<u>\$21.4122.3</u>	<u>\$31.7233.04</u>
	<u>0</u>	
<u>B25</u>	<u>\$23.3124.2</u>	<u>\$33.2934.67</u>
	<u>8</u>	
<u>B31</u>	<u>\$25.6326.7</u>	<u>\$34.8636.31</u>
	<u>0</u>	
<u>B32</u>	<u>\$28.0929.2</u>	<u>\$38.2139.80</u>
	<u>6</u>	

<u>C41</u>	<u>\$28.4231.1</u> <u>6</u>	<u>\$40.3544.26</u> <u>42.02</u>
<u>C42</u>	<u>\$29.9231.1</u> <u>6</u>	<u>\$42.4944.26</u>
<u>C43</u>	<u>\$32.1833.5</u> <u>2</u>	<u>\$45.6947.59</u>

June 1, 2025

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A12</u>	<u>\$17.1517.9</u> <u>2</u>	<u>\$22.2923.28</u>
<u>A13</u>	<u>\$18.7719.6</u> <u>1</u>	<u>\$24.4125.50</u>
<u>B21</u>	<u>\$18.8419.6</u> <u>8</u>	<u>\$25.6326.78</u>
<u>B22</u>	<u>\$19.7920.6</u> <u>8</u>	<u>\$26.9328.13</u>
<u>B23</u>	<u>\$20.7321.6</u> <u>6</u>	<u>\$29.2330.53</u>
<u>B24</u>	<u>\$22.6321.6</u> <u>7</u>	<u>\$32.4933.54</u>
<u>B25</u>	<u>\$23.5924.6</u> <u>4</u>	<u>\$33.6935.19</u>
<u>B31</u>	<u>\$25.9427.1</u> <u>0</u>	<u>\$35.2836.85</u>
<u>B32</u>	<u>\$28.4329.7</u> <u>0</u>	<u>\$38.6740.40</u>
<u>C41</u>	<u>\$28.7630.0</u> <u>4</u>	<u>\$40.8342.65</u>
<u>C42</u>	<u>\$30.2831.6</u> <u>3</u>	<u>\$43.0044.92</u>
<u>C43</u>	<u>\$32.5734.0</u> <u>2</u>	<u>\$46.2448.30</u>

June 1, 2023

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
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<u>A12</u>	<u>\$17.36</u>	<u>\$22.56</u>
<u>A13</u>	<u>\$19.00</u>	<u>\$24.70</u>
<u>B21</u>	<u>\$19.07</u>	<u>\$25.94</u>
<u>B22</u>	<u>\$20.03</u>	<u>\$27.25</u>
<u>B23</u>	<u>\$20.98</u>	<u>\$29.58</u>
<u>B24</u>	<u>\$21.93</u>	<u>\$32.49</u>
<u>B25</u>	<u>\$23.87</u>	<u>\$34.09</u>
<u>B31</u>	<u>\$26.25</u>	<u>\$35.70</u>
<u>B32</u>	<u>\$28.77</u>	<u>\$39.13</u>
<u>C41</u>	<u>\$29.11</u>	<u>\$41.32</u>
<u>C42</u>	<u>\$30.64</u>	<u>\$43.52</u>
<u>C43</u>	<u>\$32.96</u>	<u>\$46.79</u>

11.3 Salary Increases. The granting of an annual salary increase to PHA employees is contingent upon the PHA's financial health, funding availability, budget authority, economic conditions, market factors and any and all other factors that could influence the PHA's ability to grant employees a salary increase. If the PHA and the Union negotiate a salary increase the increase will be granted in the following manner:

11.31 On June 1, 2024, the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.7%. On June 1, 2024, all regularly scheduled employees covered by this agreement, with the exception of employees who fall within the categories in Article 11.31.1, and whose salary is within the salary range will receive a 1.7% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.7% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.5%.

~~On June 1, 2021 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2021 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.~~

11.31.1 **Administrative Support Professional (A12):** Effective June 1, 2024, the May 31, 2024 hourly salary for the sole the Administrative Support Professional will increase by \$2.00 per hour. The employee will be moved to the next highest step after the increase is applied.

Resident Services Technician (B23): Effective June 1, 2024, the May 31, 2024 hourly salary for all Resident Services Technicians will increase by \$2.00 per hour. The employees will be moved to the next highest step after the increase is applied.

PHA Staff at the C42 Band/Grade/Subgrade (Accountant I; Assistant Resident Services Managers; Human Services Coordinators; and Program Coordinators): The May 31, 2024 hourly salary for ~~35~~ 42 staff at the C42 band/grade/subgrade that meet the criteria below will increase as follows:

- Staff who were at Steps 6 to 10 will receive an increase of \$3.00 per hour added to their base rate of pay. These employees will be moved to the next highest step after the increase is applied
- Staff who were at Steps 11 and 12 will receive an increase of \$2.50 per hour added to their base rate of pay. These employees will be moved to the next highest step after the increase is applied.
- Staff who were on Step 13 will receive an increase of \$2.00 per hour added to their base rate of pay. These employees will be moved to the next highest step after the increase is applied.

Project Leader (C43): The May 31, 2024 hourly salary for ~~3~~ 6 staff at the C43 band/grade/subgrade that meet the criteria below will increase as follows:

- Staff who are at Step 10 will receive an increase of \$3.00 per hour added to their base rate. Staff who are at Step 13 will receive an increase of \$2.00 per hour added to their base rate of pay. These employees will be moved to the next highest step after the increase is applied.

~~11.32 On June 1, 2025, the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.5%. On June 1, 2025, all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.5% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.5% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.3%. On June 1, 2022 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2022 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.~~

~~11.33 On June 1, 2023 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2023 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and~~

~~whose salary is within the salary range will be moved to the next highest step (see Exhibit A — Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.~~

- 11.34 Any employee whose salary is at or above the salary range maximum or whose salary would exceed the new salary range maximum after the salary increase in Article 11.32 is applied on June 1, 2024, and June 1, 2025 ~~and June 1, 2023~~, shall receive the balance of the salary increase in cash, paid in quarterly lump sum payments for all hours worked and not be added to the employee's base salary.
- 11.35 To receive an annual salary increase, an employee's most recent overall performance appraisal rating must have been "Meets Requirements/Satisfactory Performance" or better. A performance rating that results in denial of an employee receiving a salary increase is grievable through Step II of the grievance procedure.
- 11.4 Promotion. Regular employees promoted to a job classification with a higher Band/ Grade/Subgrade shall, effective the date of the promotion, either be moved to the Yearly Minimum of the new Band/Grade/Subgrade or be moved to the next highest step which represents a minimum 10% increase, whichever is greater. An employee has the ability to negotiate a greater than standard increase when promoted. Such factors as longevity, past performance appraisal ratings, ability and aptitude for the new position may be considered by the PHA. A decision to grant an increase greater than the standard promotional increase must receive prior approval of the Executive Director. The PHA's decision is not grievable. Promoted employees, shall, upon the successful completion of the probationary period, receive a one step increase. No promoted employee shall receive an increase which would exceed the Salary Schedule Maximum of the new Band/Grade/Subgrade.
- 11.5 Reclassification: Employees reclassified to a higher band/grade/subgrade will remain on their current step in the new band/grade/subgrade. Employees will not serve a probationary period nor will they receive an increase after 6 months in the new Band/Grade/Subgrade.
- 11.6 Initial Probationary Period Increase. Regular employees shall receive a one step increase upon satisfactory completion of the initial probationary period as established by ARTICLE 5, Section 5.1 and 5.3. ~~If,~~If on June 1st the employee is still within the initial probationary period, the employee will receive the general increase. To receive an increase, an employee must have job performance that is rated "Meets Requirements/Satisfactory Performance" or better.
- 11.7 New Job Classification. In the event the PHA establishes a new job classification, the compensation of the new job classification shall be subject to negotiations with the UNION.
- 11.8 Automobile Expense.
- 11.81 Mileage. Employees authorized to use their vehicles in the performance of official PHA business shall be compensated at the I.R.S. non-taxable mileage allowance. The Monthly Mileage Allowance Report shall be submitted for

payment no later than the 20th of the month following the month in which they were incurred. The rate change will be effective the 1st of the month following receipt of official written notification from the I.R.S.

11.82 Parking. Employees required by the PHA to have available, on a daily basis, their personal vehicle for official PHA business shall be reimbursed in accordance with the policy established by the PHA Board.

11.83 If an employee, assigned to the Central Office, is not required to have their own automobile available daily, but must have it available OCCASIONALLY during employment, the employee, with prior approval of the Department Director, shall be paid at the rate of \$5.00 per day or actual parking expenses, if higher, to a maximum of \$12.00 per day, for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed I.R.S. non-taxable mileage allowance for each mile actually driven.

Effective the first of the month following the ratification of this contract. An employee assigned to a work location in downtown St. Paul, who does not receive parking provided by the employer, will receive a transportation allowance of \$75.00 per month or \$65.00 per month if the employee purchases a metro mass transportation pass through the PHA.

This section does not apply to travel expenses relating to training and conferences. Employees incurring travel expenses relating to training and conferences will be reimbursed for those expenses pursuant to the Personnel Policies for All Employees.

11.9 Regular Part-time Employees. Regular part-time employees assigned to a job classification established by APPENDIX A shall be compensated at a pro-rated hourly rate.

11.10 Tuition Reimbursement. The tuition reimbursement program is described in the PHA Personnel Policy.

11.11 Temporary Assignment.

11.111 At the sole discretion of the EMPLOYER, an employee may be assigned to a job classification in a higher Band/Grade/Subgrade by the employee's supervisor with the prior approval of the Executive Director to perform full duties and responsibilities of that position.

11.112 If the assignment is for an entire scheduled work day, an employee shall be paid the minimum salary of the higher Band/Grade/Subgrade or a five (5) percent increase, whichever is greater, for that day.

11.113 All paid leave taken during the period of temporary assignment will be compensated at the higher rate in accordance with Section 11.112.

11.12 Executive Director Discretionary Salary Increase. The Executive Director has the discretion to grant up to an additional \$50,000 per fiscal year to employees based on various market and/or job performance factors which may include:

- o desire to retain an employee,
- o need to pay an employee appropriately when the market rate dictates,
- o desire to reward an employee for outstanding job performance and service to the Agency,
- o need to adjust an employee's pay to bring the employee in line with other employees' pay.

At the discretion of the Executive Director, this pay may be awarded as a lump sum which is not added to the employee's base salary, it may be added to the employee's base salary in addition to the general increase and step increase granted to all AFSCME employees, or additional days off may be added to the employee's accrued leave time. (The dollar value of the days off awarded will be considered part of the \$50,000 total.) If the discretionary salary increase is added to the employee's base salary, the salary must remain within the established pay range for the employee's job classification. This discretionary salary increase is not grievable. The Executive Director will report annually to the Board all such discretionary salary increases granted.

- 11.13 On Call AFSCME Employee's will be paid 1.5 times one hour of an employee's hourly rate for each day (Monday through Sunday) that an employee is on call.

ARTICLE 12: INSURANCE

- 12.1 Selection of Carrier. The selection of the insurance carrier and policy shall be made by the PHA.

12.2 Health and Hospitalization Insurance.

- 12.21 Single Coverage. For single coverage of eligible and enrolled full-time regular employees the PHA shall contribute the amounts stated in Article 12.24.

- 12.22 Dependent Coverage. For dependent coverage of all eligible and enrolled full-time regular employees the PHA shall contribute the amounts stated in Article 12.24.

- 12.23 Preventive Insurance Option. Eligible regular employees may elect to enroll in one of the preventive insurance programs established by the PHA. Coverage shall not exceed the amounts established by 12.21 and 12.22 for participating employees.

- 12.24 The amounts paid by the PHA toward the cost of employee medical insurance for July 1, 2024, ~~and July 1, 2025, and July 1, 2023;~~ are as follows:

July 1, 2024 – June 30, 2025:

- ~~•~~ \$996 for single coverage (up from \$938.86 (Achieve) and \$962 (Open Access),
- ~~•~~ \$1,559 for single plus 1 coverage (up from \$1,506), and
- ~~•~~ \$1,781 for family coverage (up from \$1,720). Single: ~~•~~ \$ 897

Single +1: ~~•~~ \$1,405
 Family: ~~•~~ \$1,604

July 1, 20225 – June 30, 20236 (The following amounts will apply only if the July 1, 2025 premium renewal increase does not exceed 6%):

- ~~•~~ \$1,031 for single coverage (up from \$996),
- ~~•~~ \$1,614 for single plus 1 coverage (up from \$1,559), and
- ~~•~~ \$1,844 for family coverage (up from \$1,781). Single: ~~•~~ \$ 929

Single +1: ~~•~~ \$1,455
 Family: ~~•~~ \$1,661

- ~~•~~ July 1, 2023 – June 30, 2024
- ~~•~~ Single: ~~•~~ \$ 962
- ~~•~~ Single +1: ~~•~~ \$1,506
- ~~•~~ Family: ~~•~~ \$1,720

If the premium is less than the amount(s) stated above, the PHA will contribute up to the insurance premium amount only.

12.3 Dental Care Insurance.

12.31 Effective July 1, 1987 full-time regular employees shall be enrolled in the dental care insurance program established by the contract between the PHA and an insurance carrier.

12.32 The PHA shall contribute the full monthly premium cost for single coverage for all eligible full-time regular employees.

12.33 The dental care plan shall include a dependent coverage option. The PHA shall contribute 60% of the monthly premium cost for dependent coverage for all eligible full-time regular employees who qualify for and are enrolled in the plan.

12.4 Payroll Deduction. The difference between the monthly costs of the group insurance plans and the PHA's contributions established by Sections 12.2 and 12.3 of this Article shall be paid by enrolled employees through payroll deduction.

- 12.5 Voluntary Participation. Participation by any eligible regular employee in the insurance plans established by this Article is voluntary. Eligible regular employees who choose not to participate shall receive no additional compensation in lieu thereof.
- 12.6 Claims Against the AGENCY. The PHA and the UNION agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the PHA and an insurance carrier pursuant to this Article. The PHA's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the PHA as a result of denial of insurance benefits or eligibility by an insurance carrier.
- 12.7 Duration of Insurance Contributions. Full-time regular employees shall be eligible for PHA contributions as provided in this Article as long as the employee is in a payroll status of the PHA. Upon termination of employment, all PHA contributions shall cease, effective on the last working day, except as provided by 14.12.
- 12.8 Maintenance of Insurance Specifications. The benefit specifications of the group hospital-medical insurance plan established by 12.21, 12.22 and 12.23 shall not be reduced during the term of this Agreement, unless required by law.
- 12.9 Part-time Employees. Regular part-time employees shall be eligible for hospital-medical insurance and dental insurance participation and contributions established by ARTICLE 12, Section 12.2, subject to the following:
- 12.91 Regular part-time employees scheduled an average work week of 20-29 hours shall be eligible for insurance participation with a PHA contribution of 75% of the amount the PHA pays for employee coverage and 75% of the amount the PHA pays for dependent coverage.
- 12.92 Regular part-time employees scheduled an average work week of 30 hours or more shall be eligible for insurance participation and the PHA contributions as established by Section 12.2.

ARTICLE 13: UNPAID LEAVES OF ABSENCE

- 13.1 Leave Without Pay. Employees may apply for unpaid leaves of absences for periods not to exceed twelve (12) calendar months. A longer leave of absence may be granted only for valid medical reasons, as stated in Section 13.14 below. Approval of such leave shall be at the sole discretion of the EMPLOYER (by its Executive Director or the person designated by the Executive Director) and shall not be grievable under ARTICLE 18 of this AGREEMENT.
- 13.11 All requests for unpaid leaves of absence in excess of three (3) consecutive work days must be submitted in writing to the employee's immediate supervisor thirty (30) calendar days prior to the commencement of the requested leave except when extenuating circumstances such as medical emergencies arise. A request for unpaid leave of absence for three (3) consecutive work days or less may be approved at the discretion of the employee's immediate supervisor. Such

request shall be made by the employee as soon as possible in advance of the requested leave, but the notice may be less than thirty (30) calendar days.

- 13.12 Employees who request an unpaid leave of absence for reasons other than medical may request an extension(s) of the leave, but the total leave, including the extension(s), shall not exceed twelve (12) calendar months.
- 13.13 Employees granted a leave of absence of three (3) months duration or less (total of paid and unpaid absence) shall be restored to their prior position or a position of equal pay in this bargaining group providing they meet the qualifications of the position when they return. However, under no circumstances shall a returning employee use seniority for the purpose of bumping into a position. For absences extending beyond three (3) months, (except absences comprised entirely of paid leave), no assurance of a position shall be made and the Employer's decision shall not be grievable under ARTICLE 18.
- 13.14 If the request for unpaid leave is for valid medical reasons, and is of a duration of three months or less (total of paid and unpaid absence), the employee may elect to retain a maximum of 40 hours accumulated sick leave and a maximum of 40 hours accumulated vacation leave plus any floating holidays. If the unpaid leave is for a period of over three months, the EMPLOYEE must have exhausted all accumulated sick and vacation leave and available floating holidays prior to commencing the unpaid leave. For medically valid reasons extension(s) for up to twelve (12) calendar months may be granted by the Executive Director for a maximum leave of two (2) years of unpaid absence. For medically valid reasons an employee's immediate supervisor may grant up to ten (10) days of unpaid leave of absence immediately following exhaustion of the employee's paid sick leave.
- 13.15 If the request is for reasons other than medical, and is of a duration of three months or less (total of paid and unpaid absence), the employee may elect to retain a maximum of 40 hours accumulated vacation leave plus any floating holidays. If the unpaid leave is for a period of over three months, the employee must have exhausted their accumulated vacation and floating holidays prior to beginning the unpaid leave of absence.
- 13.16 The PHA retains the right to evaluate all requests for leave of absence without pay based upon the service needs of the PHA and the relevant circumstances of each case. The PHA shall determine whether or not the leave request will be approved and for what duration and shall not be grievable under ARTICLE 18-Grievances.
- 13.17 Employees shall accrue master seniority and job classification seniority while on an unpaid leave of absence for the purpose of determining employee rights under Section 15.5, Lay-Off and Section 16.5, Job Posting. Employees on unpaid leave of absence may participate in the PHA-provided health insurance coverage provided they pay the full premium, and any applicable service fee, beginning the first day of the unpaid status. Employees on unpaid leave of absence shall not accrue annual leave, sick leave or master seniority for the purpose of determining annual leave. Where employees within a job series are eligible for promotion to a higher job classification within the job series after a

specified length of service, periods of unpaid absence shall not be included in determining length of service.

- 13.18 An employee who retains accumulated paid leave or floating holidays while on unpaid leave, as permitted under Sections 13.14, 13.15, or 13.22 of this Article, may not utilize that paid leave until the Employee returns to active employment status.
- 13.2 Parental Leave. Parental leave refers to leave of absence without pay taken by an employee immediately before and/or after the birth of an employee's child or to the employee's spouse. Parental leave shall be granted to regular employees under the procedures established in ARTICLE 13.1 - Leave Without Pay and in accordance with the following provisions:
- 13.21 A male or female employee may use up to six (6) weeks of accumulated sick leave in conjunction with the unpaid absence. A female employee may use additional accumulated sick leave if she is temporarily disabled and unable to perform the full duties and responsibilities of her position as long as the attending physician states in writing that her absence from work is mandatory for health reasons. See also Section 8.3 regarding an employee's right to use sick leave due to a serious illness in the family. Prior to returning to work, the employee may be required by the Employer to provide medical verification of her ability to return to her position.
- 13.22 An employee who takes a parental leave of six (6) weeks or less can retain or use as much accumulated vacation leave as the employee has accrued. An employee who takes a parental leave beyond six (6) weeks but less than three (3) months, may elect to retain a maximum of 80 hours accumulated vacation time plus any floating holidays. If the parental leave is for a period of over three months, the employee must exhaust all accumulated vacation leave prior to returning to unpaid status.
- 13.23 Employees utilizing Parental Leave shall be reinstated to their former, or similar position if they return to work within three (3) months of commencing their paid and unpaid leave. Employees returning to work after three (3) months of absence shall be reinstated, whenever possible, to a vacant position covered by this AGREEMENT, provided they meet the qualifications and other conditions of employment as determined by the EMPLOYER. Such reinstatement shall not be grievable under ARTICLE 18 - Grievances.
- 13.3 Military Leave. Military leaves of absence shall be granted by the PHA in accordance with and subject to the conditions of applicable law.
- 13.4 Family and Medical Leave Act. Family Medical Leave shall be granted in accordance with and subject to the conditions of applicable law. The Employer's Family Medical Leave Policy is contained in the PHA's Personnel Policies for all Employees.
- 13.5 Union Leave. An employee may take up to a maximum of five (5) working days per occurrence of union leave, as defined by the Minnesota Public Employee Labor Relations Act, subject to supervisor approval. At the employee's option, this time may be taken without pay.

ARTICLE 14: RETIREMENT

14.1 Retirement. Regular employees may elect to retire pursuant to the following:

14.11 In accordance with the provisions of the "PENSION PLAN".

14.12 Regular employees electing to retire at the age of 62 or later and who have at least 10 years of employment with the PHA or whose age plus years of service equals eighty-five (85) years or more shall be eligible for:

_____ 14.12.1 _____ Severance payment, provided they qualify in accordance with the provisions of Section 8.10 of ARTICLE 8.

_____ 14.12.2 _____ Participation in the group hospital-medical program as established by Section 12.2 of ARTICLE 12 until the employee becomes eligible for Medicare.

14.12.21 Eligible employees shall continue to have the PHA's contribution, established by 12.21, made on their behalf.

14.12.22 Eligible employees shall be allowed to continue to participate in the dependent insurance coverage, established by 12.22, by paying the full cost of the monthly premium.

14.13 Regular employees who are eligible for retirement shall give written notice at least 14 calendar days, excluding approved vacation periods, prior to the effective date of retirement.

14.2 Retirement Program.

14.21 The employee's retirement program, established by the Board and subject to HUD guidelines and approval, is provided and described in the "PENSION PLAN" established for this purpose.

ARTICLE 15: SENIORITY AND SEPARATION

15.1 Definitions.

- 15.11 Master Seniority shall be defined as an employee's length of continuous employment.
- 15.12 Job Classification Seniority shall be defined as an employee's length of continuous employment in an individual job classification covered by this AGREEMENT.
- 15.12.1_——Job Classification Seniority shall reflect the length of continuous employment in an individual job classification as determined by the employer. The employer will determine if job classification seniority continues or starts anew when a job classification has a change in title or Band/Grade/Subgrade. This determination is non-grievable and non-arbitrable.
- 15.13 On or before January 10 of each year, the EMPLOYER shall furnish to the UNION seniority lists showing each employee's accumulated Master and Job Classification Seniority as of January 1.
- 15.2 Probationary Period. Employees serving an original probationary period as established by ARTICLE 5, Section 5.1 shall not acquire seniority until the successful completion of the probationary period. Following the completion of the probationary period an employee's seniority shall revert to the date of employment.
- 15.3 Vacation. Employees shall earn vacation as established by ARTICLE 9, Section 9.1 based on the length of their Master Seniority.
- 15.4 Temporary Filling of Vacancies. The PHA reserves the right to fill vacancies on a "temporary" or "as needed" basis until the completion of the selection process, emergency work load or the incumbent returns to work. The filling of a vacancy on a "temporary" basis shall not be used to violate the posting provisions of ARTICLE 16 - JOB POSTING.
- 15.5 Lay-Off. The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay-off. Employees shall be laid-off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two employees is equal, master seniority shall prevail. If it is necessary to reduce personnel, temporary employees, other employees, interns, and government program employees, within a specific job classification, shall be separated from employment with the PHA before regular employees in that job classification.
- 15.51 Employees who have completed their original probationary period shall be given at least fourteen (14) calendar days notice prior to lay-off.
- 15.52 Employees laid-off by the EMPLOYER shall retain recall rights for a period of two (2) years from the date of lay-off. If an opening occurs in the job classification from which the employee was laid-off within the two-year recall period the employee will be recalled to fill that position provided that at the time of recall the employee meets the qualifications and other conditions of employment as determined by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER

shall notify employees on lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

15.53 Employees laid off in one job classification shall have the right to replace an employee in a lower paid job classification, within their department in accordance with ARTICLE 15.5 provided:

_____ 15.531_———The employee has successfully completed a probationary period in the lower job classification; and

_____ 15.532_———The employee's most recent performance evaluation is satisfactory.

15.54 An employee shall notify the EMPLOYER in writing of his/her intent to exercise replacement rights within seven (7) calendar days of receipt of lay-off notice.

15.55 On voluntary demotions, the employee's salary shall be reduced to the lesser of:

- 1) The salary range maximum of the lower Band/Grade/Subgrade or
- 2) The step that is closest to the following amount: a 5% pay decrease for a movement of one Band/Grade/Subgrade and an additional 1% pay decrease for a movement of each additional Band/Grade/Subgrade (for example, a demotion from Band/Grade/ Subgrade B24 to B23 will be 5% less, Band/Grade/Subgrade B24 to B22 will be 6% less, etc.).

15.56 Employees who are demoted as a result of a job reclassification to a lower Band/Grade/Subgrade or organizational changes imposed by the Agency will be allowed to retain their current wage rate. If the employee's wage rate is above the salary range maximum of the new position, the employee's wage rate will be "red circled" until such time as the salary range maximum increases to contain the employee's wage rate.

15.6 Loss of Seniority. Employees who separate from employment shall lose their seniority.

15.7 Separation. Regular employees shall be considered separated from employment with the PHA based on the following actions:

15.71 Resignation. Employees resigning from employment shall give written notice at least 14 calendar days, excluding approved vacation periods prior to the effective day of resignation.

15.72 Retirement. As provided by ARTICLE 14.

15.73 Discharge. As provided by ARTICLE 17.

15.74 Termination During the Probationary Period. As provided by ARTICLE 5.

15.75 Failure to Report for Work. Employees who fail to report for work without notification to their supervisor, or designee, for 3 consecutive work days shall be considered to have resigned from employment, unless because of an emergency such notice could not have been given.

15.8 Re-employment. A regular employee rehired following separation, for a reason established by this Article, shall be considered a new employee and shall serve a probationary period in accordance with Section 5.1 of ARTICLE 5 (PROBATIONARY PERIOD).

ARTICLE 16: JOB POSTING

16.1 Job vacancies within this bargaining unit will be posted at each work site for five (5) work days.

16.2 A promoted employee shall be subject to the conditions of Section 5.2 - Promotional Probationary Period.

16.3 An employee who applies for a posted job vacancy and is not selected will be notified to that effect in writing.

16.4 Job vacancies within this bargaining unit shall be filled whenever practicable by transfer or promotion from within. The EMPLOYER retains the right of final decision in the selection process.

16.5 Employees shall be promoted or transferred on the basis of job-relevant qualifications. An employee's performance will be considered in addition to personal professional qualifications. In the event that the job-relevant qualifications of employees are equal, Master Seniority shall prevail. An employee who has received one written disciplinary action within the last one year (365 calendar days) shall not be eligible for a promotion or transfer.

16.6 To be considered for a job vacancy an employee must:

16.61 Apply for the job opening in the manner specified in the job posting;

16.62 Meet the qualifications and other conditions of employment of the job classification as determined by the EMPLOYER; and

16.63 Have received a rating of satisfactory or better in the employee's most recent performance evaluation.

16.7 Job vacancies may be simultaneously posted internally and announced externally.

ARTICLE 17: DISCIPLINE AND DISCHARGE

- 17.1 Disciplinary Actions. The PHA shall have the right to impose disciplinary action on employees for just cause. Disciplinary action by the PHA may include any of the following actions:
- Oral reprimand;
 - Written reprimand;
 - Suspension;
 - Demotion; or
 - Discharge.
- 17.2 Right to Grievance Procedure. Regular employees who receive a written notice of reprimand, are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 17.3 Just Cause For Termination. In the event an employee receives a second disciplinary action (one at the written warning level and one at the suspension without pay level) within a rolling 12 month period, such second disciplinary action shall be considered just cause for termination of employment.
- 17.4 Discharge. Regular employees who are to be discharged will first be suspended for 5 normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the grievance procedure.
- 17.5 Personnel Records. Employees may examine their own individual personnel records at reasonable times under the direct supervision of the EMPLOYER.
- 17.6 Written Notices Concerning Disciplinary Actions. Notices of written reprimands, suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. Such notices shall be read and acknowledged by signature of the employee as having been received. The employee and the UNION will receive a copy of such notices.
- 17.7 Formal disciplinary action (as defined in article 17.1) shall be administered in a private office.
- 17.8 Employees and supervisors will act in a professional and respectful manner towards each other. This subsection is not grievable.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of a specific term or condition of this Agreement.
- 18.2 Representative. The PHA shall recognize the Steward designated by the UNION in accordance with Section 3.5 of ARTICLE 3: UNION RIGHTS as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.

18.3 Processing of a Grievance. It is recognized and accepted by the UNION and the PHA that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal work day only when consistent with employee duties and responsibilities. The aggrieved employee and the Steward shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and the actual amount of time to present the grievance to the PHA during normal working hours, provided that the employee and the Steward have notified and received the prior approval of their supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the PHA.

18.4 Procedure. Grievances, as defined by Section 18.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 14 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor who is not in the bargaining unit. The supervisor will discuss the alleged grievance and give an answer to such Step 1 grievance to the employee and, if in writing a copy to the UNION within 10 calendar days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within 10 calendar days following the Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the employee's Department Director. The Department Director shall give the UNION the PHA's Step 2 answer in writing within 10 calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within 10 calendar days following the Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the Executive Director. The Executive Director shall give the UNION the PHA's Step 3 answer in writing within 10 calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the UNION within 10 calendar days following the Step 3 answer shall be considered waived.

Step 4. A grievance unresolved in Step 3 and properly appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

18.5 UNION Grievance. Grievances initiated by the UNION shall be introduced at Step 3 and shall be subject to all other conditions of this Article.

18.6 Arbitrator's Authority.

18.61 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall

consider and decide only the specific issue(s) submitted in writing by the PHA and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

18.62 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the PHA, the UNION, and the employees and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the evidence and testimony presented.

18.63 The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the PHA and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

18.7 Waiver.

18.71 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the PHA's last answer. If the PHA does not answer a grievance or appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the PHA and the UNION.

18.72 The PHA and the UNION may mutually agree to waive any step or steps in this procedure.

18.8 Exclusive Remedy. This procedure shall be the sole and exclusive means of processing a grievance as defined by 18.1.

ARTICLE 19: NON-DISCRIMINATION

19.1 The provisions of this Agreement shall be applied equally by the PHA and the UNION to all employees in accordance with law.

19.2 Employees covered by this Agreement shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

ARTICLE 20: SEVERABILITY

- 20.1 The PHA and the UNION agree that it is their intention that this Agreement not be in conflict with federal or state law and rules or regulations properly promulgated thereunder.
- 20.2 Any provision(s) of this Agreement held to be contrary to law or rule or regulation by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, shall be void and of no force or effect. All other provisions of this Agreement shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

ARTICLE 21: WAIVER

- 21.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 21.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are fully set forth in this Agreement.
- 21.3 The PHA and the UNION each voluntarily and unqualifiedly waive the right to negotiate regarding the terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement. The parties may, upon mutual agreement, amend or modify any provision of this Agreement.

ARTICLE 22: MUTUAL PLEDGE

- 22.1 No Strike. For the duration of this Agreement, the UNION, its officers, agents, members, and the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment.
- 22.1-2 In the event the PHA notifies the UNION that an employee(s) may be violating 22.1 of this Article, the UNION shall immediately notify such employee in writing of the PHA's assertion and of the provisions of this Article.
- 22.1-3 An employee who violates any provision of this Article may be disciplined or discharged at the sole discretion of the PHA.

22.2-4 No Lock-Out. For the duration of this Agreement, the PHA will not "lock-out" an employee(s) covered by this Agreement because of a labor dispute with the UNION.

ARTICLE 23: DURATION

23.1 Duration. This Agreement shall become effective as of June 1, 2024, unless specifically provided otherwise herein, and shall remain in effect through May 31, 2026 and shall continue in effect from year to year thereafter unless changed or terminated in accordance with ARTICLE 23.2 of this Agreement.

23.2 Notification. Either party desiring to change this Agreement must notify the other in writing, at least 60 calendar days and not before 120 calendar days, prior to the expiration date specified in 23.1 of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such change, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same notice procedure as a proposed change.

AGREED and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives of the PHA and the UNION.

FOR THE PUBLIC HOUSING AGENCY OF
THE CITY OF SAINT PAUL

FOR AFSCME, COUNCIL 5,
LOCAL 1854

Dated this _____ day of

Dated this _____ day of

_____, 2024

_____, 2024

**TITLES OF JOB CLASSIFICATIONS
BY BAND/GRADE/SUBGRADE
EFFECTIVE JUNE 1, 2021-2024**

Band Grade Subgrade	Job Classification
A12	Administrative Support Assistant
A13	Administrative Support Technician
A13 *	Program Assistant
B22	Administrative Support Professional
B22	Accounting Technician I
B23	Resident Services Technician
B243 *	Housing Inspector
B23	Control Technician
B24	Project Technician
B24	Housing Choice Voucher Specialist
B24	Rental Office Specialist
B31	Multifamily Specialist
B32	Lead Housing Choice Voucher Specialist
C42	Accountant I
C42	Program Coordinator
C42	Human Services Coordinator
C42	Assistant Resident Services Manager
C43	Project Leader

* = Band/Grade is increased by one level due to credit for Working Conditions.

AFSCME

Exhibit A - Step Grid June 1, 2024 - May 31, 2025

PAY GRADE	RANGE MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A12	17.66	17.97	18.3	18.62	18.97	19.3	19.65	20	20.36	20.74	21.1	21.48
A13	19.32	19.67	20.02	20.38	20.76	21.12	21.5	21.9	22.28	22.68	23.1	23.5
B21	19.39	19.74	20.1	20.46	20.83	21.2	21.59	21.98	22.37	22.78	23.19	23.61
B22	20.37	20.75	21.11	21.49	21.89	22.27	22.67	23.09	23.49	23.92	24.35	24.79
B23	21.34	21.71	22.1	22.51	22.9	23.32	23.74	24.17	24.6	25.05	25.5	25.96
B24	22.3	22.7	23.12	23.52	23.95	24.38	24.82	25.26	25.72	26.19	26.66	27.14
B25	24.28	24.7	25.15	25.6	26.07	26.54	27.02	27.5	28	28.5	29.02	29.54
B31	26.7	27.18	27.67	28.16	28.67	29.19	29.72	30.25	30.79	31.36	31.92	32.5
B32	29.26	29.79	30.33	30.88	31.44	31.99	32.58	33.17	33.76	34.38	35.01	35.65
C41	29.6	30.13	30.67	31.22	31.78	32.35	32.92	33.52	34.12	34.74	35.35	35.98
C42	31.16	31.73	32.3	32.87	33.47	34.07	34.67	35.3	35.93	36.58	37.22	37.9
C43	33.52	34.12	34.74	35.35	35.98	36.63	37.28	37.96	38.66	39.35	40.06	40.77

PAY GRADE	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A12	21.88	22.26	22.66	22.94	0	0	0	0	0	0	0
A13	23.93	24.36	24.8	25.12	0	0	0	0	0	0	0
B21	24.03	24.47	24.91	25.36	25.81	26.28	26.38	0	0	0	0
B22	25.23	25.69	26.15	26.63	27.1	27.58	27.71	0	0	0	0
B23	26.42	26.9	27.39	27.89	28.38	28.89	29.4	29.93	30.08	0	0
B24	27.62	28.12	28.63	29.15	29.68	30.2	30.75	31.32	31.87	32.44	33.04
B25	30.07	30.61	31.15	31.72	32.29	32.86	33.46	34.06	34.66	34.67	0
B31	33.1	33.69	34.31	34.93	35.55	36.21	36.31	0	0	0	0
B32	36.28	36.94	37.6	38.28	38.95	39.66	39.8	0	0	0	0
C41	36.63	37.28	37.96	38.66	39.35	40.06	40.77	41.5	42.02	0	0
C42	38.58	39.29	40	40.7	41.44	42.2	42.95	43.72	44.26	0	0
C43	41.5	42.26	43.02	43.78	44.58	45.38	46.19	47.03	47.59	0	0

AFSCME

Exhibit A - Step Grid June 1, 2025 - May 31, 2026

PAY GRADE	RANGE MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A12	17.92	18.24	18.57	18.9	19.25	19.59	19.94	20.3	20.67	21.05	21.42	21.8
A13	19.61	19.97	20.32	20.69	21.07	21.44	21.82	22.23	22.61	23.02	23.45	23.85
B21	19.68	20.04	20.4	20.77	21.14	21.52	21.91	22.31	22.71	23.12	23.54	23.96
B22	20.68	21.06	21.43	21.81	22.22	22.6	23.01	23.44	23.84	24.28	24.72	25.16
B23	21.66	22.04	22.43	22.85	23.24	23.67	24.1	24.53	24.97	25.43	25.88	26.35
B24	22.63	23.04	23.47	23.87	24.31	24.75	25.19	25.64	26.11	26.58	27.06	27.55
B25	24.64	25.07	25.53	25.98	26.46	26.94	27.43	27.91	28.42	28.93	29.46	29.98
B31	27.1	27.59	28.09	28.58	29.1	29.63	30.17	30.7	31.25	31.83	32.4	32.99
B32	29.7	30.24	30.78	31.34	31.91	32.47	33.07	33.67	34.27	34.9	35.54	36.18
C41	30.04	30.58	31.13	31.69	32.26	32.84	33.41	34.02	34.63	35.26	35.88	36.52
C42	31.63	32.21	32.78	33.36	33.97	34.58	35.19	35.83	36.47	37.13	37.78	38.47
C43	34.02	34.63	35.26	35.88	36.52	37.18	37.84	38.53	39.24	39.94	40.66	41.38

PAY GRADE	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A12	22.21	22.59	23	23.28	0	0	0	0	0	0	0
A13	24.29	24.73	25.17	25.5	0	0	0	0	0	0	0
B21	24.39	24.84	25.28	25.74	26.2	26.67	26.78	0	0	0	0
B22	25.61	26.08	26.54	27.03	27.51	27.99	28.13	0	0	0	0
B23	26.82	27.3	27.8	28.31	28.81	29.32	29.84	30.38	30.53	0	0
B24	28.03	28.54	29.06	29.59	30.13	30.65	31.21	31.79	32.35	32.93	33.54
B25	30.52	31.07	31.62	32.2	32.77	33.35	33.96	34.57	35.18	35.19	0
B31	33.6	34.2	34.82	35.45	36.08	36.75	36.85	0	0	0	0
B32	36.82	37.49	38.16	38.85	39.53	40.25	40.4	0	0	0	0
C41	37.18	37.84	38.53	39.24	39.94	40.66	41.38	42.12	42.65	0	0
C42	39.16	39.88	40.6	41.31	42.06	42.83	43.59	44.38	44.92	0	0
C43	42.12	42.89	43.67	44.44	45.25	46.06	46.88	47.74	48.3	0	0

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBA
EXECUTIVE DIRECTOR**

REGARDING Asset Repositioning;
Scattered Site Public Housing

DATE June 26, 2024

Staff recommends that the Board renew its authorization to further explore “asset repositioning” options and strategies for the Agency’s 418 scattered site homes which remain in HUD’s Public Housing program.¹ Such exploration may include, but not be limited to, staff consulting with outside experts for guidance on budgets, timelines, and legal issues for Board consideration, as well as a potential future recommendation to the Board. As explained below, “asset repositioning” would maintain the PHA’s ownership of the scattered site homes and provide much higher HUD subsidies to manage, maintain and improve the properties.

In 2021 the Board approved retaining a consultant, Rod Solomon, to assist staff in examining the possibilities, advantages, and challenges of asset repositioning for the scattered sites.

Mr. Solomon is a former HUD Assistant Secretary, now an attorney with the firm of Hawkins Delafield & Wood LLP, who has decades of experience advising affordable housing programs nationwide. At the July 28, 2021 Board meeting Mr. Solomon summarized and expounded upon some ways that the PHA’s scattered sites could be preserved as affordable housing and placed on a more stable financial footing by converting them from the public housing program to another form of HUD subsidy. Following the presentation, the Board authorized staff to further explore asset repositioning options and strategies, and to return to the Board with additional information

¹ Effective January 1, 2020, the RAD conversion moved all 16 hi-rises and four family housing developments into HUD’s Multifamily Housing program, where they receive subsidies through Project-Based Rental Assistance (PBRA). The Agency’s entire Public Housing portfolio now consists of only the single family homes and duplexes on scattered sites.

and potentially a recommendation within the next several months. An excerpt from the approved minutes from that July 28, 2021 Board meeting is attached.

This process was put on hold for several reasons—higher funding levels in Public Housing and the pending retirement of former Executive Director Jon Gutzmann chief among them—but staff revisited the topic in April of this year. Through additional research and another conversation with Mr. Solomon, staff determined that converting the entire public housing/scattered site portfolio would require the use of two repositioning strategies: Section 18 Demolition and Disposition (for 360 scattered site homes and duplexes) and Streamlined Voluntary Conversion (for 42 Central Duplexes and 16 West Side Duplexes). Staff estimate that completing these conversions would increase the potential revenue for scattered sites by up to \$6.7 million annually.

The Section 18 Demolition and Disposition (Section 18) transaction for the 360 scattered site homes and duplexes would involve “disposing” of these homes by transferring ownership to a wholly owned non-profit subsidiary of the PHA. The PHA would then request and HUD would award Tenant Protection Vouchers (TPVs) that the PHA would then “project-base” back into the properties. Scattered sites² are eligible for Section 18 transactions if “operationally unsustainable”, typically due to capital needs and inherent difficulties in managing units that are spread out geographically. Staff are confident that the inefficiencies of managing the PHA’s current public housing portfolio and the \$46.2 million in capital needs identified in the 2021

² For Section 18 Demolition and Disposition transactions, a scattered site is defined as any property with 4 or fewer units on contiguous parcels; thus, not all of the PHA’s LIPH properties are eligible.

Capital Needs Assessment make the scattered sites and duplexes eligible for Section 18 under this criterion.

Following the Section 18 transaction for the homes that meet the definition of “scattered site”, the PHA would be eligible to convert the remaining 58 units using the Streamlined Voluntary Conversion method, which is only available to PHAs with 250 or fewer units.³ Those units are in clusters of duplexes in the Summit-University area and on the West Side. Similar to the Section 18 method, ownership would be transferred to a separate entity (a wholly-owned nonprofit subsidiary of the PHA) and HUD would award TPVs that the PHA would then project-base back into the units.

There are some differences in Streamlined Voluntary Conversions compared to Section 18 transactions, including the types of vouchers available to residents at conversion and the requirement that the PHA pay relocation expenses in certain circumstances. However, the end result would be much the same: the PHA would retain full ownership and control of the properties via a non-profit affiliate, and the units would remain deeply affordable through the use of Project-Based Vouchers. With both methods, the PHA would retain its Faircloth authority for the disposed/converted units, leaving open the possibility of developing 418 additional deeply affordable housing opportunities in the future.

As noted above, the financial upside of repositioning the PHA’s public housing portfolio is significant, with a potential revenue increase ranging from about \$1.7 million to \$6.7 million

² These transactions might be able to run concurrently provided the Section 18 transaction is completed prior to the Streamlined Voluntary Conversion; staff are seeking clarification on this point.

annually. The projected amount of the increase in revenue varies based on how rents are set in the properties, as outlined below:

360 Scattered Sites – Section 18 Disposition	Annual Revenue	Difference
Current - LIPH	\$5,194,195	\$-
Repositioning - Baseline ⁴	\$6,910,260	\$1,716,065
Repositioning - FMR	\$9,893,388	\$4,699,193
Repositioning - 110% FMR	\$10,883,496	\$5,689,301
58 Duplexes - Streamlined Voluntary Conversion	Annual Revenue	Difference
Current – LIPH	\$817,977	\$-
Repositioning - Baseline	\$1,160,760	\$342,783
Repositioning - FMR	\$1,657,536	\$839,559
Repositioning - 110% FMR	\$1,823,328	\$1,005,351

The baseline funding is based on the standard rent amounts that would be set in the properties following disposition or conversion, without any special requests to HUD. However, PHAs typically request and are often awarded higher rent amounts, up to 110% FMR, and staff would likely request that the rents be set at either 100% or 110% FMR for these properties.

While the financial upside of repositioning the scattered sites is substantial, staff recognize that there are potential downsides and barriers that warrant further research as well. At this time, staff are requesting only that the Board renew its 2021 approval for staff to research and explore asset repositioning strategies and how they might benefit the PHA and the people we serve. Staff have been told that currently, HUD is working collaboratively with PHAs to make these transactions work. That includes being amenable to higher rents and broadly interpreting scattered sites being “operationally unsustainable”. In addition, the availability of Tenant

⁴ Based on the CY 2024 Inflated Per Unit Cost rate of \$975.82 (Enclosure A in CY 2024 HCV Program Renewal Funding)

Protection Vouchers (the source of subsidy post-disposition/conversion) is subject to Congressional appropriations. In short, these repositioning options might not be available to the PHA forever, or the financial benefit might not be as great in the future, so staff would like to begin this work promptly. With Board approval, staff would return to the Board within the next six months with additional information and potentially a recommendation for further Board action.

LTS/LAF/FAH

Attachments: Asset Repositioning; Scattered Site Public Housing, July 28, 2021 Board Report
July 28, 2021 Board Meeting Minutes (Excerpt)

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

APPROVED

FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR

REGARDING Asset Repositioning;
Scattered Site Public Housing

DATE July 28, 2021

Staff recommends that the Board authorize further exploration of “asset repositioning” options and strategies for the Agency’s 418 scattered site homes, which remained in HUD’s Public Housing program after the RAD conversion moved all 16 hi-rises and four family housing developments into HUD’s Multifamily Housing program, as Project-Based Rental Assistance (PBRA). Such exploration may include, but not be limited to, staff consulting with outside experts for guidance on budgets, timelines, and legal issues for Board consideration.

At the May 26, 2021, Board meeting, following the staff presentation on the scattered site capital needs assessment and a broader discussion regarding future funding opportunities for this program, Commissioners suggested that the Agency consider exploring the asset repositioning options for the scattered site program, recommending that staff follow the same thorough, intentional process it did for the RAD conversion.

Rod Solomon is an attorney with the firm of Hawkins Delafield & Wood LLP who has decades of experience advising affordable housing programs nationwide. The PHA retained him as “outside counsel” to generally assist with asset preservation beginning with our RAD conversion, advising our own staff and Legal Team. At this Board meeting (July 28, 2021) staff and Mr. Solomon will discuss the relevant scattered site asset repositioning possibilities, advantages, and challenges of repositioning; and suggest a possible path for further and in-depth exploration.

Mr. Solomon will summarize and expound upon some ways that the PHA’s scattered sites could be preserved as affordable housing and placed on a more stable financial footing by converting them from the public housing program to another form of HUD subsidy. The process could be similar to the RAD conversion, but utilize a different HUD process (“voluntary conversion” or “disposition” are two possibilities). Mr. Gutzmann invited Mr. Solomon to participate in this meeting so all Commissioners could learn about the process.

JMG/LTS/FAH

Attachments: Rod Solomon’s Biography
Asset Repositioning PPT

MINUTES EXCERPTS

Business Meeting
Board of Commissioners

Date: July 28, 2021

Time: 9:00 a.m.

Place: W. Andrew Boss Building
555 Wabasha St. #400

VI. UNFINISHED BUSINESS:

1. ASSET REPOSITIONING; SCATTERED SITE PUBLIC HOUSING

Staff recommended that the Board authorize further exploration of “asset repositioning” options and strategies for the Agency’s 418 scattered site homes, which remained in HUD’s Public Housing program after the RAD conversion moved all 16 hi-rises and four family housing developments into HUD’s Multifamily Housing program, as Project-Based Rental Assistance (PBRA). Such exploration may include, but not be limited to, staff consulting with outside experts for guidance on budgets, timelines, and legal issues for Board consideration.

At the May 26, 2021, Board meeting, following the staff presentation on the scattered site capital needs assessment and a broader discussion regarding future funding opportunities for this program, Commissioners suggested that the Agency consider exploring the asset repositioning options for the scattered site program, recommending that staff follow the same thorough, intentional process it did for the RAD conversion.

Rod Solomon is an attorney with the firm of Hawkins Delafield & Wood LLP who has decades of experience advising affordable housing programs nationwide. The PHA retained him as “outside counsel” to generally assist with asset preservation beginning with our RAD conversion, advising our own staff and Legal Team. At this Board meeting (July 28, 2021) staff and Mr. Solomon will discuss the relevant scattered site asset repositioning possibilities, advantages, and challenges of repositioning; and suggest a possible path for further and in-depth exploration.

Mr. Solomon summarized and expounded upon some ways that the PHA’s scattered sites could be preserved as affordable housing and placed on a more stable financial footing by converting them from the public housing program to another form of HUD subsidy. The process could be similar to the RAD conversion, but utilize a different HUD process (“voluntary conversion” or “disposition” are two possibilities). Mr. Gutzmann invited Mr. Solomon to participate in this meeting so all Commissioners could learn about the process.

Mr. Solomon, participating by telephone, said this looks like an opportunity for the scattered sites that could yield significant additional resources to the PHA, either to

sustain those properties or to use for other affordable housing purposes. He said he has assisted other housing agencies in the Twin Cities with similar conversion projects, including Minneapolis Public Housing Authority, Dakota County and Scott County Community Development Agencies, and Columbia Heights. He congratulated the Board for looking at this issue now. He said the PHA and Mr. Gutzmann are known as national leaders in the public/affordable housing industry.

Mr. Solomon explained how HUD has updated its rules for converting scattered site public housing to other forms of HUD assistance under Section 18, and he summarized how the PHA could receive higher subsidies for the properties after a conversion. Commissioner Reding said the PHA could make a commitment to explore all of the options at one time. He asked if the PHA were to go ahead and create a non-profit to manage these units and then later go into development, would the PHA have to create another non-profit for that purpose. Mr. Solomon said the answer may depend partly on local laws. He said he has seen other housing authorities do it both ways, either have one non-profit to control everything or have a different non-profit to do all development. Commissioner Reding also asked if staff know how much the initial cost of proceeding on this program would run, and if the Agency could comfortably afford to go down that road. Mr. Gutzmann said he doesn't have the specific answer but the PHA would in effect create a budget for this potential conversion which would include Mr. Solomon's services. Mr. Gutzmann added that the PHA is in no hurry. Staff could do a lot of SWOT analysis, a lot of exploration based on the Board's feedback today and present something to the Board in three to six months from now.

Commissioner Lindsey commented that he would like to go deeper on the pros and cons of a non-profit. He would be interested in learning from other agencies here in Minnesota that have gone down this path as well.

Next, Commissioner Chang asked Mr. Solomon to explain the dollar amounts as that wasn't clear to her. Mr. Solomon explained that if the Agency went this route and if the Agency received HUD approval for Tenant Protection Vouchers, which is almost automatic once the Agency has the first HUD approval for a conversion, HUD would give the PHA an amount that is the average voucher subsidy across St. Paul. That amount in itself, coupled with the tenant rents that the PHA also would keep receiving from the property, would be about \$300 a month more per unit than it receives from public housing, or something like \$1.3 million a year. If the PHA converts to project-basing the Tenant Protection Vouchers, the amount that these units are going to be entitled to under HUD's system and under the Section 8 voucher program actually would be higher than the average voucher amount, the PHA could appeal to request that higher amount. Mr. Solomon said a number of agencies have been successful in such appeals. He said the allocation would be an annual allocation.

Commissioner Verdeja thanked Mr. Solomon for the information and the clarification on the general direction. He said it gave him a better understanding and he appreciated that. Commissioner Cardoza asked Mr. Solomon to explain the Minneapolis Public Housing Authority's process to convert their scattered site properties, and he asked how many units were torn down. Mr. Solomon said they haven't done it yet but they are working on it. Minneapolis Public Housing Authority would end up tearing down 16 units and replacing them with 84 units. Mr. Solomon explained that he brought it up as an example

of the various things that the PHA could look at, but they may or may not fit with the PHA's situation.

Chair Thompson said this is complicated and she is hearing from the Commissioners that there is an appetite to explore this further. She said the Commissioners seem to be in agreement on asking Mr. Gutzmann and staff to continue working with Mr. Solomon and come back in a couple of months with updates on where the PHA is, with the goal of perhaps making a recommendation in five to six months.

Mr. Gutzmann said that is perfect direction. Staff will proceed just as outlined.

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM LOUISE SEEBA
EXECUTIVE DIRECTOR****REGARDING** Fiscal Year 2025 Building Fund
Operating Budget Revision**DATE** June 26, 2024

Staff requests Board approval to revise the Fiscal Year 2025 Building Fund Operating Budget to include capital expenditures of \$320,000 to renovate and upgrade the vacant second-floor office space at the Central Administrative Office and modify the first-floor training room. As explained below, staff has negotiated a long-term lease for the second-floor space that is contingent on the recommended improvements. If approved by the Board, this revision would reduce budgeted net income to the Building Fund to \$107,520 for FY 2025, leading to an ending reserve balance of \$3,946,761, or 43 months of operating expenditures in reserves.

The vacant second-floor office space in question, Suite 250, has been vacant since December 31, 2022. Based on recent lease negotiations and the current vacancy rate for downtown St. Paul office space, staff believe it is in the PHA's long-term interest to cover the costs of remodeling the vacant second floor space to broaden the use of the space and make it more appealing to a wider array of prospective tenants.

Suite 250 was originally built as dental office space during the CAO's construction in 2004 and was rented by dental practices until 2022. The space was most recently rented by Clear Lakes Dental, whose lease terminated on December 31, 2022. When that lease expired, staff explored the option of continuing to rent to dental practices but were unable to identify an interested tenant.

After the successful recruitment of Poul Haas Government Relations as a tenant at the CAO¹, staff began exploring the possibility of leasing space to other organizations that routinely conduct business at the Minnesota State Capitol. Staff have negotiated a 10-year lease agreement with Minnesota Association for Justice for the second-floor space with two additional optional five-year renewal terms, contingent on the Agency committing to cover the up-front cost of the capital expenses necessary to build out the second-floor office space to be ready for move-in on December 16, 2024 with tenancy beginning January 1, 2025. Additionally, the first-floor training room will be expanded by removing a storage closet to increase the capacity of the space. The PHA consulted with Adsit Architecture and Planning, and based on the estimates provided, believes that the work to build out the space to specifications agreed upon with the prospective tenant can be completed for \$320,000. Based on the terms of the negotiated lease, the PHA would fully recoup the costs of construction by the beginning of the fourth year of the lease. If the revision is approved, staff will formally bid out the construction contract and return to the Board for approval of the bid award at the July 24, 2024 Board meeting.

WW/TDA

Attachments: Revised FY 2025 Building Fund Operating Budget
Original FY 2025 Building Fund Operating Budget

¹ Poul Haas' tenancy on the second floor of the CAO began January 1, 2023.

**Building Fund
Proposed Income and Expense Budget (Comparative)
For the Fiscal Year Ending March 31, 2025**

	(A)	(A)	(A)	(B)	(A)	(C)	(D)	(E)	(E)	(F)	
	FY 21 Activity Actual	FY 22 Activity Actual	FY 23 Activity Actual	FY 24 Budget Approved	12/31/2023 Activity	FY 24 Activity Projected	FY 24 Budget to Projected Variance (C - B)	FY 25 Budget Approved	FY 25 Budget Revised	FY24 Approved to FY25 Prelim Variance (E - B)	%
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
INCOME											
1) Tenant Rent	\$ 738,278	\$ 868,325	\$ 821,212	\$ 894,720	\$ 665,013	\$ 886,684	\$ (8,036)	\$ 899,400	\$ 899,400	\$ 4,680	0.5%
2) Parking	92,325	91,256	88,010	96,410	67,271	89,695	(6,715)	96,410	96,410	-	0.0%
3) Investments	(5,389)	1,511	177	40,000	75,815	123,799	83,799	105,000	105,000	65,000	162.5%
4) Other Income	46	1,186	1,217	427,300	385,500	427,300	-	427,300	427,300	-	0.0%
TOTAL INCOME	\$ 825,259	\$ 962,278	\$ 910,615	\$ 1,458,430	\$ 1,193,599	\$ 1,527,478	\$ 69,048	\$ 1,528,110	\$ 1,528,110	\$ 69,680	4.8%
ADMINISTRATIVE											
5) Salaries	\$ 75,153	\$ 56,740	\$ 102,969	\$ 38,820	\$ 52,012	\$ 69,349	\$ 30,529	\$ 51,060	\$ 51,060	\$ 12,240	31.5%
6) Audit Fees	500	500	500	500	-	500	-	500	500	-	0.0%
7) Administrative Sundry	34,929	17,667	67,729	34,585	37,418	49,891	15,306	101,270	101,270	66,685	192.8%
TOTAL ADMINISTRATIVE	\$ 110,582	\$ 74,907	\$ 171,198	\$ 73,905	\$ 89,430	\$ 119,740	\$ 45,835	\$ 152,830	\$ 152,830	\$ 78,925	106.8%
UTILITIES											
8) Water & Sewer	\$ 5,452	\$ 5,547	\$ 5,684	\$ 7,500	\$ 3,623	\$ 4,831	\$ (2,669)	\$ 5,550	\$ 5,550	\$ (1,950)	-26.0%
9) Electricity	73,876	82,577	85,569	80,000	63,541	84,721	4,721	85,000	85,000	5,000	6.3%
10) Engineers Labor	3,116	4,398	5,103	8,700	4,003	5,337	(3,363)	5,490	5,490	(3,210)	-36.9%
11) District Energy	153,139	189,705	234,119	200,000	153,813	205,084	5,084	200,000	200,000	-	0.0%
TOTAL UTILITIES	\$ 235,584	\$ 282,227	\$ 330,475	\$ 296,200	\$ 224,980	\$ 299,973	\$ 3,773	\$ 296,040	\$ 296,040	\$ (160)	-0.1%
ORDINARY MAINTENANCE											
12) Salaries	\$ 14,011	\$ 12,592	\$ 17,704	\$ 14,090	\$ 11,042	\$ 14,723	\$ 633	\$ 15,260	\$ 15,260	\$ 1,170	8.3%
13) Materials	10,637	1,979	4,828	9,875	2,265	3,020	(6,855)	8,400	8,400	(1,475)	-14.9%
14) Contracts	286,624	273,128	269,923	432,900	150,111	200,148	(232,752)	437,000	437,000	4,100	0.9%
TOTAL ORDINARY MAINTENANCE	\$ 311,272	\$ 287,699	\$ 292,455	\$ 456,865	\$ 163,418	\$ 217,891	\$ (238,974)	\$ 460,660	\$ 460,660	\$ 3,795	0.8%
PROTECTIVE SERVICES											
15) Protective Services	\$ 31,355	\$ 68,438	\$ 74,442	\$ 110,000	\$ 46,427	\$ 61,903	\$ (48,097)	\$ 100,000	\$ 100,000	\$ (10,000)	-9.1%
TOTAL PROTECTIVE SERVICES	\$ 31,355	\$ 68,438	\$ 74,442	\$ 110,000	\$ 46,427	\$ 61,903	\$ (48,097)	\$ 100,000	\$ 100,000	\$ (10,000)	-9.1%
GENERAL											
16) Insurance	\$ 19,787	\$ 21,883	\$ 22,780	\$ 29,237	\$ 14,980	\$ 19,973	\$ (9,264)	\$ 24,080	\$ 24,080	\$ (5,157)	-17.6%
17) PILOT (Property Tax)	48,219	42,555	37,302	40,000	26,259	35,012	(4,988)	40,000	40,000	-	0.0%
18) Other Post Employment Benefits	(1,002)	319	-	-	-	-	-	-	-	1,190	N/A
19) Employee Benefits	27,083	25,253	38,584	25,100	20,210	26,947	1,847	26,980	25,790	690	2.7%
Other General Expenses	735	-	-	-	886	1,181	1,181	-	-	-	N/A
TOTAL GENERAL	\$ 94,822	\$ 90,010	\$ 98,666	\$ 94,337	\$ 62,335	\$ 83,114	\$ (11,223)	\$ 91,060	\$ 91,060	\$ (3,277)	-3.5%
TOTAL ROUTINE EXPENSES	\$ 783,614	\$ 803,281	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621	\$ (248,686)	\$ 1,100,590	\$ 1,100,590	\$ 69,283	6.7%
NON-CAPITAL NON-ROUTINE											
21) Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
45) Casualty Losses	-	3,665	-	-	-	-	-	-	-	-	N/A
TOTAL NON-CAPITAL NON-ROUTINE	\$ -	\$ 3,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL OPERATING EXPENSES	\$ 783,614	\$ 806,946	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621	\$ (248,686)	\$ 1,100,590	\$ 1,100,590	\$ 69,283	6.7%
NET INCOME (LOSS) FROM OPERATIONS	\$ 41,644	\$ 155,332	\$ (56,621)	\$ 427,123	\$ 607,008	\$ 744,857	\$ 317,734	\$ 427,520	\$ 427,520	\$ 397	0.1%
CAPITAL NON-ROUTINE (flows through depreciation)											
26) Replacement of Equipment	\$ -	-	-	-	-	-	-	-	-	\$ 320,000	N/A
27) Betterments and Additions	17,193	-	245,368	-	-	-	-	-	-	320,000	N/A
TOTAL CAPITAL NON-ROUTINE	\$ 17,193	\$ -	\$ 245,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000	\$ 320,000	N/A

Building Fund
Proposed Income and Expense Budget (Comparative)
For the Fiscal Year Ending March 31, 2025

	(A)	(A)	(A)	(B)	(A)	(C)	(D)	(E)	(E)	(F)	
	FY 21 Activity Actual	FY 22 Activity Actual	FY 23 Activity Actual	FY 24 Budget Approved	12/31/2023 Activity	FY 24 Activity Projected	FY 24 Budget to Projected Variance (C - B)	FY 25 Budget Approved	FY 25 Budget Revised	FY24 Approved to FY25 Prelim Variance (E - B)	%
NET POSITION ACTIVITY											
PRIOR YEAR											
NET INVESTMENT IN CAPITAL ASSETS (W/O WIP)	\$ 7,757,421	\$ 7,336,980	\$ 6,899,047	\$ 6,702,399	\$ 6,702,399	\$ 6,702,399		\$ 6,282,399	\$ 6,282,399		
UNRESTRICTED NET POSITION	3,216,589	3,241,041	3,396,373	3,094,384	3,094,384	3,094,384		3,839,241	3,839,241		
TOTAL PRIOR YEAR NET POSITION ACTUAL / PROPOSED	\$ 10,974,010	\$ 10,578,021	\$ 10,295,420	\$ 10,769,446	\$ 10,769,446	\$ 9,796,783		\$ 10,121,640	\$ 10,121,640		
54) CFP CAPITAL ASSET CONTRIBUTION ACTUAL / ESTIMATED											
31) NON-CFP CAPITAL ASSET ACTIVITY ESTIMATED	17,193	-	245,368					-	320,000		
DEPRECIATION EXPENSE	437,634	437,933	442,016	440,000	315,000	420,000		420,000	420,000		
CURRENT YEAR PROPOSED											
28) NET INVESTMENT IN CAPITAL ASSETS	\$ 7,336,980	\$ 6,899,047	\$ 6,702,399	\$ 6,262,399	\$ 6,387,399	\$ 6,282,399		\$ 5,862,399	\$ 6,182,399		
<small>(includes Depreciation, RE, BA, CFP contribution less WIP & capital loans)</small>											
29) UNRESTRICTED NET POSITION	3,241,041	3,396,373	3,094,384	3,521,507	3,701,393	3,839,241		4,266,761	3,946,761		
30) TOTAL CURRENT YEAR NET POSITION ACTUAL / PROPOSED	\$ 10,578,021	\$ 10,295,420	\$ 9,796,783	\$ 9,783,906	\$ 10,088,791	\$ 10,121,640		\$ 10,129,160	\$ 10,129,160		
56) PAYABLE CAPITAL LOANS (MHFA)											
56) FORGIVABLE CAPITAL LOANS (MHFA)											
UNRESTRICTED NET POSITION	\$ 3,241,041	\$ 3,396,373	\$ 3,094,384	\$ 3,521,507	\$ 3,701,393	\$ 3,839,241		\$ 4,266,761	\$ 3,946,761		
TOTAL ROUTINE EXPENSES	\$ 783,614	\$ 803,281	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621		\$ 1,100,590	\$ 1,100,590		
<small>(no Extra-Ordinary Maintenance or Betterment & Additions)</small>											
32) MONTHS ROUTINE EXPENSES	49.63	50.74	38.39	40.98	75.72	58.87		46.52	43.03		
<small>(restricted net position compared to total routine expenses)</small>											

**Building Fund
Proposed Income and Expense Budget (Comparative)
For the Fiscal Year Ending March 31, 2025**

	(A)	(A)	(A)	(B)	(A)	(C)	(D)	(E)	(F)	
	FY 21 Activity Actual	FY 22 Activity Actual	FY 23 Activity Actual	FY 24 Budget Approved	12/31/2023 Activity	FY 24 Activity Projected	FY 24 Budget to Projected Variance (C - B)	FY 25 Budget Preliminary	FY24 Approved to FY25 Prelim Variance (E - B)	
									\$	%
INCOME										
1) Tenant Rent	\$ 738,278	\$ 868,325	\$ 821,212	\$ 894,720	\$ 665,013	\$ 886,684	\$ (8,036)	\$ 899,400	\$ 4,680	0.5%
2) Parking	92,325	91,256	88,010	96,410	67,271	89,695	(6,715)	96,410	-	0.0%
3) Investments	(5,389)	1,511	177	40,000	75,815	123,799	83,799	105,000	65,000	162.5%
4) Other Income	46	1,186	1,217	427,300	385,500	427,300	-	427,300	-	0.0%
TOTAL INCOME	\$ 825,259	\$ 962,278	\$ 910,615	\$ 1,458,430	\$ 1,193,599	\$ 1,527,478	\$ 69,048	\$ 1,528,110	\$ 69,680	4.8%
ADMINISTRATIVE										
5) Salaries	\$ 75,153	\$ 56,740	\$ 102,969	\$ 38,820	\$ 52,012	\$ 69,349	\$ 30,529	\$ 51,060	\$ 12,240	31.5%
6) Audit Fees	500	500	500	500	-	500	-	500	-	0.0%
7) Administrative Sundry	34,929	17,667	67,729	34,585	37,418	49,891	15,306	101,270	66,685	192.8%
TOTAL ADMINISTRATIVE	\$ 110,582	\$ 74,907	\$ 171,198	\$ 73,905	\$ 89,430	\$ 119,740	\$ 45,835	\$ 152,830	\$ 78,925	106.8%
UTILITIES										
8) Water & Sewer	\$ 5,452	\$ 5,547	\$ 5,684	\$ 7,500	\$ 3,623	\$ 4,831	\$ (2,669)	\$ 5,550	\$ (1,950)	-26.0%
9) Electricity	73,876	82,577	85,569	80,000	63,541	84,721	4,721	85,000	5,000	6.3%
10) Engineers Labor	3,116	4,398	5,103	8,700	4,003	5,337	(3,363)	5,490	(3,210)	-36.9%
11) District Energy	153,139	189,705	234,119	200,000	153,813	205,084	5,084	200,000	-	0.0%
TOTAL UTILITIES	\$ 235,584	\$ 282,227	\$ 330,475	\$ 296,200	\$ 224,980	\$ 299,973	\$ 3,773	\$ 296,040	\$ (160)	-0.1%
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12) Salaries	\$ 14,011	\$ 12,592	\$ 17,704	\$ 14,090	\$ 11,042	\$ 14,723	\$ 633	\$ 15,260	\$ 1,170	8.3%
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14) Contracts	286,624	273,128	269,923	432,900	150,111	200,148	(232,752)	437,000	4,100	0.9%
TOTAL ORDINARY MAINTENANCE	\$ 311,272	\$ 287,699	\$ 292,455	\$ 456,865	\$ 163,418	\$ 217,891	\$ (238,974)	\$ 460,660	\$ 3,795	0.8%
PROTECTIVE SERVICES										
15) Protective Services	\$ 31,355	\$ 68,438	\$ 74,442	\$ 110,000	\$ 46,427	\$ 61,903	\$ (48,097)	\$ 100,000	\$ (10,000)	-9.1%
TOTAL PROTECTIVE SERVICES	\$ 31,355	\$ 68,438	\$ 74,442	\$ 110,000	\$ 46,427	\$ 61,903	\$ (48,097)	\$ 100,000	\$ (10,000)	-9.1%
GENERAL										
16) Insurance	\$ 19,787	\$ 21,883	\$ 22,780	\$ 29,237	\$ 14,980	\$ 19,973	\$ (9,264)	\$ 24,080	\$ (5,157)	-17.6%
17) PILOT (Property Tax)	48,219	42,555	37,302	40,000	26,259	35,012	(4,988)	40,000	-	0.0%
18) Other Post Employment Benefits	(1,002)	319	-	-	-	-	-	1,190	1,190	N/A
19) Employee Benefits	27,083	25,253	38,584	25,100	20,210	26,947	1,847	25,790	690	2.7%
Other General Expenses	735	-	-	-	886	1,181	1,181	-	-	N/A
TOTAL GENERAL	\$ 94,822	\$ 90,010	\$ 98,666	\$ 94,337	\$ 62,335	\$ 83,114	\$ (11,223)	\$ 91,060	\$ (3,277)	-3.5%
TOTAL ROUTINE EXPENSES	\$ 783,614	\$ 803,281	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621	\$ (248,686)	\$ 1,100,590	\$ 69,283	6.7%
NON-CAPITAL NON-ROUTINE										
21) Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
45) Casualty Losses	-	3,665	-	-	-	-	-	-	-	N/A
TOTAL NON-CAPITAL NON-ROUTINE	\$ -	\$ 3,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL OPERATING EXPENSES	\$ 783,614	\$ 806,946	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621	\$ (248,686)	\$ 1,100,590	\$ 69,283	6.7%
NET INCOME (LOSS) FROM OPERATIONS	\$ 41,644	\$ 155,332	\$ (56,621)	\$ 427,123	\$ 607,008	\$ 744,857	\$ 317,734	\$ 427,520	\$ 397	0.1%
CAPITAL NON-ROUTINE (flows through depreciation)										
26) Replacement of Equipment	\$ -	-	-	-	-	-	-	-	\$ -	N/A
27) Betterments and Additions	17,193	-	245,368	-	-	-	-	-	-	N/A
TOTAL CAPITAL NON-ROUTINE	\$ 17,193	\$ -	\$ 245,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A

Building Fund
Proposed Income and Expense Budget (Comparative)
For the Fiscal Year Ending March 31, 2025

	(A)	(A)	(A)	(B)	(A)	(C)	(D)	(E)	(F)		
	FY 21 Activity Actual	FY 22 Activity Actual	FY 23 Activity Actual	FY 24 Budget Approved	12/31/2023 Activity	FY 24 Activity Projected	FY 24 Budget to Projected Variance (C - B)	FY 25 Budget Preliminary	FY24 Approved to FY25 Prelim Variance (E - B)	\$	%
NET POSITION ACTIVITY											
PRIOR YEAR											
NET INVESTMENT IN CAPITAL ASSETS (W/O WIP)	\$ 7,757,421	\$ 7,336,980	\$ 6,899,047	\$ 6,702,399	\$ 6,702,399	\$ 6,702,399		\$ 6,282,399			
UNRESTRICTED NET POSITION	3,216,589	3,241,041	3,396,373	3,094,384	3,094,384	3,094,384		3,839,241			
TOTAL PRIOR YEAR NET POSITION ACTUAL / PROPOSED	\$ 10,974,010	\$ 10,578,021	\$ 10,295,420	\$ 10,769,446	\$ 10,769,446	\$ 9,796,783		\$ 10,121,640			
54) CFP CAPITAL ASSET CONTRIBUTION ACTUAL / ESTIMATED											
31) NON-CFP CAPITAL ASSET ACTIVITY ESTIMATED	17,193	-	245,368					-			
DEPRECIATION EXPENSE	437,634	437,933	442,016	440,000	315,000	420,000		420,000			
CURRENT YEAR PROPOSED											
28) NET INVESTMENT IN CAPITAL ASSETS	\$ 7,336,980	\$ 6,899,047	\$ 6,702,399	\$ 6,262,399	\$ 6,387,399	\$ 6,282,399		\$ 5,862,399			
(includes Depreciation, RE, BA, CFP contribution less WIP & capital loans)											
29) UNRESTRICTED NET POSITION	3,241,041	3,396,373	3,094,384	3,521,507	3,701,393	3,839,241		4,266,761			
30) TOTAL CURRENT YEAR NET POSITION ACTUAL / PROPOSED	\$ 10,578,021	\$ 10,295,420	\$ 9,796,783	\$ 9,783,906	\$ 10,088,791	\$ 10,121,640		\$ 10,129,160			
56) PAYABLE CAPITAL LOANS (MHFA)											
56) FORGIVABLE CAPITAL LOANS (MHFA)											
UNRESTRICTED NET POSITION	\$ 3,241,041	\$ 3,396,373	\$ 3,094,384	\$ 3,521,507	\$ 3,701,393	\$ 3,839,241		\$ 4,266,761			
TOTAL ROUTINE EXPENSES	\$ 783,614	\$ 803,281	\$ 967,236	\$ 1,031,307	\$ 586,591	\$ 782,621		\$ 1,100,590			
(no Extra-Ordinary Maintenance or Betterment & Additions)											
32) MONTHS ROUTINE EXPENSES	49.63	50.74	38.39	40.98	75.72	58.87		46.52			
(restricted net position compared to total routine expenses)											



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 Minneapolis Field Office
 Paul D. Wellstone Federal Building
 212 Third Avenue South, Suite 150
 Minneapolis, MN 55401

June 6, 2024

Ms. Louise Seeba, Executive Director
 St. Paul PHA
 555 N. Wabasha St.
 St. Paul, MN 55102

Dear Ms. Seeba:

This letter is to inform you that the **St. Paul PHA's** Annual PHA Plan Revision 2 for the year **2024** (beginning **April 1, 2024**) is approved. **St. Paul PHA** is a Non-Qualified PHA and is required to submit an Annual PHA Plan. The approval of this Plan submission does not constitute an endorsement or approval of the strategies or policies outlined in the Plan.

In providing assistance to families under programs covered by this Plan, the **St. Paul PHA** will comply with the rules, standards, and policies established in its approved Plan, as provided in 24 CFR Part 903, and all other applicable program and funding regulations. Your approved Plan and all required attachments and documents must be made available for review and inspection at the PHA office during normal business hours.

As a reminder, this letter also does not constitute any approval(s) of the Public Housing Capital Fund Program Annual or 5-Year Action Plan as these funds have been decoupled from the PHA Plan.

If you have any questions regarding your PHA Plan or the information in this letter, please contact **Abdi Osman** at (612) 370-3268, or via email at abdiasis.m.osman@hud.gov.

Sincerely,

6/6/2024

X 

Lucia M. Clausen
 Director, Office of Public Housing
 Signed by: LUCIA CLAUSEN

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM LOUISE SEEBA
EXECUTIVE DIRECTOR**

REGARDING INFORMATIONAL REPORT
Executive Director Louise Seeba
Elected to PHADA Board of Trustees

DATE June 26, 2024

On June 4, 2024 Executive Director Louise Seeba was elected to the Board of Trustees of the Public Housing Authorities' Directors Association (PHADA) at the organization's 2024 Annual Convention and Exhibition in New Orleans. Her serving on the PHADA Board helps further the PHA's Agency Goal #10: Local, State and National Leadership Responsibilities, which states in part:

Continue active participation and leadership in national and state affordable housing organizations advocating for program reform and increased funding.

PHADA is one of the leading industry groups representing public housing agencies.¹ As explained on the organization's website (www.phada.org),

PHADA's 1,900 member housing agencies represent over 1.9 million low-income housing units throughout the United States. Our members manage small, medium, large, rural, and urban housing authorities that run programs including public housing, housing choice vouchers, Rental Assistance Demonstration (RAD), and a variety of other innovative public-private partnerships.

The Association provides its members with important information, professional development, and advocacy to help them administer adequate, safe housing for those in need across America. PHADA also works closely with members of Congress in efforts to develop sensible and effective public housing statutes and obtain adequate funding for low-income housing programs, in addition to

¹ The other two major organizations are NAHRO, the National Association of Housing & Redevelopment Officials; and CLPHA, the Council of Large Public Housing Agencies.

advocating before the U.S. Department of Housing and Urban Development (HUD) on a variety of regulations governing public housing nationwide.

For over 40 years, PHADA has been recognized as the industry leader for its analysis and its advocacy. We represent our members' voice, uniquely and forcefully, advocating before Congress and HUD to make significant impacts on both the national and local levels.

The PHA has had a long and close relationship with PHADA. Jon Gutzmann served on the organization's Board of Trustees for many years, culminating in serving as PHADA President for two years, 2005 -2007. Several PHA senior staff have served on PHADA's Housing and Legislative committees, currently Alicia Huckleby and Lisa Feidler.

From time-to-time PHA staff consult with PHADA staff and other PHADA member agencies about legislative and regulatory issues. When submitting formal comments on proposed HUD regulations, staff often refer to analyses drafted by staff at PHADA, as well as the other industry organizations. The PHA has contributed policies and other materials to PHADA's library, where they are accessible to other member agencies.

FAH/