



BOARD OF COMMISSIONERS
MONTHLY BUSINESS MEETING

FEBRUARY 24, 2021

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: JANUARY 27, 2021

V. REVIEW OF BILLS AND COMMUNICATIONS: BANK REGISTERS FOR
JANUARY 2021

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. MAINTENANCE SUPERVISOR; RECLASSIFICATION
2. GENERAL LIABILITY INSURANCE
3. FURNISHING REFRIGERATORS AND RANGES AT PHA SITES;
CONTRACT NO. 21-120
4. MULTIFAMILY HOUSING SPECIALIST; NEW JOB TITLE AND
RECLASSIFICATION

VII.B. NEW BUSINESS DISCUSSION ITEMS

1. ACOP BUDGET AND CONTRACT FOR FY 2022; ACOP YEAR 31
2. NEW BANK ACCOUNT FOR BUSINESS ACTIVITIES; BUSINESS
ACTIVITIES FUND
3. ANNUAL EXECUTIVE DIRECTOR SALARY INCREASE: RETROACTIVE
TO JANUARY 1, 2021

VIII. INFORMATIONAL ITEMS

- A. PHA 101 PRESENTATION: MCDONOUGH HOMES
- B. COLLECTION LOSS WRITE-OFF FY 2020
- C. RENT RECOVERY MONITORING
- D. AUDIT SERVICES; CONTRACT NO. 18-112, AMENDMENT NO. 3
- E. COMMITMENTS TO THE CONTINUUM OF CARE (“HEADING HOME RAMSEY”/HHR) AND FOR PEOPLE EXPERIENCING HOMELESSNESS
- F. COVID-19 VACCINATION CLINIC AT VALLEY HI-RISE
- G. PHA FY 2020 FACTSHEET
- H. PHADA “ADVOCATE” NEWSLETTER: FEBRUARY 17, 2021; PHA SUCCESS STORIES: ANNE SINNER AND SUE XIONG

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** Maintenance Supervisor;
Reclassification**DATE** February 24, 2021

Staff recommends Board approval to reclassify the Maintenance Supervisor position, for five staff in the Maintenance Department, from its current salary rating at the B32

band/grade/subgrade to the proposed salary rating at the C41 band/grade/subgrade. The Maintenance Supervisor position is in the Supervisory and Confidential Group (S&C).

Based on changes in the duties of the position, Human Resources staff sent an updated job description to Fox Lawson & Associates for reevaluation. Fox Lawson (a Division of Gallagher Benefit Services) is the firm used by the Agency to evaluate, for pay purposes, new positions and those where duties have substantially changed.

In requesting Fox Lawson's review, staff explained that the existing Maintenance Supervisor job description had not been rated by Fox Lawson in the areas of Preventative Maintenance (including, data generation and reports management), and staff training. These were not part of the position responsibilities when the job description was last revised in 2011. After an initial review of all Maintenance job descriptions by the new Department Director, staff determined that the essential duties listed in the current Maintenance Supervisor job description did not accurately reflect all of the primary responsibilities of the position. These un-rated duties included:

- Preventative Maintenance (PM): Coordinates, manages and administers daily work activities of staff in hi-rise and family/scattered site buildings or family development sites related to the 4,274 PM inspections performed each fiscal year; reviews log

sheets, processes bills, processes checklists and assesses charges related to Preventative Maintenance work orders; compiles data, creates and submits regular reports on Preventative Maintenance inspections and work order progress.

- Responsible for coordinating and administering annual staff training in proper maintenance procedures, safety procedures, Agency policies, and union contract.

Additionally, Fox Lawson evaluated the position's current position qualifications which have changed since the 2011 review. These included new language in the areas of job knowledge, education and experience:

- Strengthening job knowledge and experience in computer programs and software; added supervisory principals and performance management techniques; and the ability to collect, read and understand data and create and submit regular reports.
- Increasing the required education at position entry from an AA degree to a BA degree in Business Administration, Public Administration, Construction or Engineering; or four years of vocational and advanced vocational education in a relevant field.
- Specifying that the required experience at position entry will be two years or more of relevant experience at the B Band level or above in building and grounds maintenance, training staff and prioritizing and assigning work. Additional relevant experience can substitute for education on a year-for-year basis.

Fox Lawson rated the position for placement in the C41 band/grade/subgrade because of the high diversity and complexity of the C level tasks, in relation to similarly banded and graded classifications.

With the Board's approval of this recommendation, the five employees in this position will receive a 10% salary increase or be moved to the minimum salary in the new band/grade, whichever is greater, but not more than the maximum salary in the new pay range, effective the first day of the next pay period. (All regular employees also must serve a 1,040 hour probationary period.) The employees' current hourly salary rates range from \$37.82 to

\$38.66. If approved, the employees' new salary will be at \$40.83, which is the new range maximum. The current year's Operating Budgets have sufficient funds to cover the estimated cost increase of \$2,129 until the end of this fiscal year. Sufficient funds will be proposed to cover these adjustments in the FY 22 budget as well.

JMG/ANH/TDA/AAG/MGB

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** General Liability Insurance**DATE** February 24, 2021

Staff requests Board approval to extend the contract with Housing Authority Risk Retention Group (HARRG), a component unit of Housing Authority Insurance (HAI), for general liability insurance coverage for one year effective March 1, 2021. The annual premium is estimated to be \$188,516 with a \$25,000 deductible, for coverage limits of \$2 million per occurrence and aggregate limit. Coverage includes a lead-based paint endorsement for PHA-owned properties, a law enforcement endorsement related to our Officer in Residence and ACOP Programs, and an endorsement covering liability claims related to mold and other fungus. The estimated premium represents an increase of \$7,617 (4.21%) from the current premium of \$180,899. This increase is based upon the Agency's claim history and industry standards.

The PHA began buying its liability insurance from HARRG in 1995 after conducting the standard open bidding process. HARRG was formed for the purpose of providing liability insurance coverage to public housing authorities throughout the country. It qualifies under federal regulations as a "qualified PHA-owned insurance entity" and therefore is exempt from the competitive bidding requirement. HARRG has provided excellent claims service as well as risk management information and opportunities.

There are sufficient funds for this contract in the current Operating Budgets for the RAD PBRA properties, the LIPH Scattered Site properties, the COCC Operating Budget, the Building Fund Operating Budget, and the Section 8 Operating Budget; and sufficient funds will be requested in the same Operating Budgets for FY 2022 and future years.

HMG/RPM

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** Furnishing Refrigerators and Ranges
At PHA Sites; Contract No. 21-120**DATE** February 24, 2021

Staff requests approval to award a contract for furnishing refrigerators and ranges at PHA sites to General Electric Appliance Company of Louisville, Kentucky for the bid prices indicated on the attached February 11, 2021 bid tabulation. Multipliers in the bid documents were used to calculate the total bid amount of \$23,575 as shown on the attachment. The bid prices represent a 0.7 % increase compared to the previous bid prices for this contract. 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 is a unit price contract for furnishing refrigerators and ranges on an as-needed basis for all PHA sites.

Staff solicited bids by advertising in local papers and trade publications and contacted five contractors who initially showed interest in bidding. Despite these efforts, only General Electric Appliances submitted a responsive bid.

General Electric Appliances has performed satisfactorily on previous contracts for furnishing refrigerators and ranges. The Employer Information Reports for General Electric Appliances are attached. This contract is not subject to Section 3 because no labor is involved.

HUD staff recently clarified that HUD approval is not needed for contracts that were competitively bid but only one bid was received, such as this one, when “the expense is for normal operations of the property, not for the use of Reserve for Replacement funds”. The HUD official explained it as follows:

Since the St. Paul RAD properties don't require HUD approval for annual operating budget as the HAP contracts/rent adjustments are via OCAF [Operating Cost Adjustment Factor] increases only, prior HUD approval for these types of normal operating expenses at the properties is not necessary. As previously discussed, only those jobs of \$50,000 that will be submitted for [Reserve for Replacement] reimbursement require HUD written pre-approval.

Staff anticipates spending approximately \$140,000 per year on this contract. Sufficient funds are available and will be included in the Operating Budgets for purchases anticipated under this contract.

BNF/OVF

Attachments: Bid Tabulation
EEO Employer Information

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

FURNISH REFRIGERATORS AND RANGES AT PHA SITES, CONTRACT NO. 21-120. Time of Bid Opening 2:00 PM. Local Time February 11, 2021. Place of Bid Opening 200 Arch St. E., St. Paul MN 55130.

ANNOUNCEMENT: Although these bids are being publicly opened and read, 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.

1. Firm Name: General Electric Appliances, Louisville, Kentucky

BID Item	Description	Unit Bid Price		Unit Factor	Total Amount
1	11.6 Cu.Ft. Refrigerator, G.E Hotpoint Model No. GPE12FGK or PHA-approved equal	\$490	x	20	\$9,800
2	15.6 Cu. Ft. Refrigerator, G.E Hotpoint Model No. HPS15BTH or PHA-approved equal	\$480	x	16	\$7,680
3	20" Gas Range, G.E Hotpoint Model No. RGAS200D or PHA-approved equal	\$365	x	1	\$365
4	30" Gas Range, Hotpoint Model No. RGBS100D or PHA-approved equal	\$340	x	8	\$2,720
5	20" Electric Range, G.E Hotpoint Model No. RAS200DM or PHA-approved equal	\$365	x	8	\$2,920
6	3-Prong Range Cord, GE Model WX9X6 or PHA-approved equal	\$10	x	3	\$30
7	4-Prong Range cord, GE Model WX9X35 or PHA-approved equal	\$12	x	5	\$60
Total Bid Amount					\$23,575

Attendees: Tim Braun, Victor Fatunsin, Jim Leary

Scribe: Victor Fatunsin

Opened by: Tim Braun

**EQUAL EMPLOYMENT OPPORTUNITY
Employer Information Report**

Company Name: World US Airline Sales Office Office Region: Mexico Central
 Address: 150 W. English Avenue Telephone #: (505) 734-6819
 City: Logansport Fax #: 505-738-3741
 State: KY Zip: 40305 Fed. Tax ID #: 81-1692501
 Email Address: Monica.Cabell@worldair.com

Company Owner* Information:

- Chicago Native Origin is:
- 1 White American Europe, North America, or the Mid-East
 - 2 African American Any Black racial group in Africa
 - 3 Native American Indian North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts
 - 4 Hispanic American Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
 - 5 Asian/Pacific American Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands
 - 6 Hasidic Jew
 - 7 Female
 - 8 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		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															
Professionals	1	1													2
Technicians															
Sales (Retail)	3														5
Office & Clerical															
Production (Manual)	9								1						10
Operations (Manual)															
Laborers (Unskilled)															
Service Workers															
Totals													16	1	17
In-the-Job Training* (White)															
In-the-Job Training* (African)															
In-the-Job Training* (Hispanic)															

* 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.

Monica Cabell
 Equal Employment Opportunity Officer (Print Name)
Monica Cabell by Rustin Miles
 Equal Employment Opportunity Officer (Signature)

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** Multifamily Housing Specialist;
New Job Title and Reclassification**DATE** February 24, 2021

Staff recommends Board approval of a new job title of “Multifamily Housing Specialist” for approximately seven staff in the Resident Services Department, with the salary band/grade/sub-grade of B31. These seven employees are currently classified as “Resident Services Technicians”, rated at B23, with the working position titles of Re-Exam Technicians. With the Board’s approval, the proposed new position and salary range will be included in the Agency’s contract with Local 1854 of the American Federation of State, County and Municipal Employees (AFSCME) union. The union has agreed to add this position at the B31 rating.

The RAD conversion to Project-Based Rental Assistance (PBRA) moved the four family housing developments and the sixteen hi-rises out of HUD’s Public Housing program and into HUD’s Multifamily Housing division, which operates under different rules and procedures. The responsibilities and job duties of the Re-Exam Technician position changed after the conversion, so Human Resources staff sent an updated job description to Fox Lawson & Associates for reevaluation. Fox Lawson is the firm used by the Agency to evaluate, for pay purposes, new positions and those where duties have substantially changed. In requesting Fox Lawson’s review, staff explained that the position should be rated at a higher level based on the position’s new requirements, including the following responsibilities:

- Assure that 95% of Annual Recertification’s (AR) for assigned sites are completed and HUD-50059 forms are sent to residents for signatures in accordance with the Annual Recertification Schedule.

- Complete terminations of subsidy certification for residents who are not complying with the Multifamily AR requirements. This includes, but is not limited to: failure to return requested documentation, failure to sign documents, failure to return signed HUD-50059 form, etc.
- Accurately complete required certifications including when a household's level of assistance has changed; including, but not limited to, being qualified to receive Housing Assistance Payment (HAP), no longer qualified to receive HAP, or becoming compliant to resume HAP.
- Accurately complete and submit all Tenant Accounts Receivable (TAR) sheets to Accounting within two working days of signed TAR adjustments. Review TAR accounts when completing the software TAR adjustments.
- Review work of other Specialists when requested, for accuracy and completeness.
- Collaborate with the Multifamily Housing Division Program Coordinator in resolving certification errors in compliance with HUD's Tenant Rental Assistance Certification System (TRACS).
- Generate Enterprise Income Verification (EIV) system reports required by the HUD Multifamily Program. Resolve or correct any discrepancies and/or collaborate with the management staff to come to a resolution within 30 days of report.
- Provide Multifamily Specialist monthly reports to management staff, and collaborate with managers to resolve and correct any discrepancies.

Fox Lawson rated the position at B31 because of the high diversity and complexity of the B3 level tasks, in relation to similarly banded and graded classifications.

With the Board's approval of this recommendation, the seven employees in this position will remain at the same step they occupy now but in the higher pay range. Employees will not serve a probationary period nor will they receive an increase after 6 months. The employees' current hourly salary rates range from \$22.93 to \$25.52 per hour. If approved, the employees' new

hourly salary rates will range from \$28.70 to \$31.97 per hour. The current year's Operating Budgets have sufficient funds to cover the cost increase until the end of this fiscal year.

ANH/AAG/MGB/KNG

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** ACOP Budget and
Contract for FY 2022;
ACOP Year 31**DATE** February 24, 2021

Staff requests Board approval to contract with the City of Saint Paul, through its Police Department (SPPD), for Year 31 of community policing services under ACOP (A Community Outreach Program) beginning April 1, 2021 and continuing until March 31, 2022, based on the attached proposed budget. Under the recommended one-year contract the PHA will pay SPPD an amount that will not exceed \$654,640. This reflects a 1.1% increase from Fiscal Year 2021, due entirely to police officers' salary negotiated by the SPPD and the union. Under the current ACOP contract and the recommended FY 2022 contract, the PHA will pay the actual salary of the officers assigned to ACOP, subject to the total contract limit stated above.

Other than the salary, the terms and conditions of the proposed contract remain unchanged from the current contract. The PHA agrees to pay the salaries for six officers and two Community Liaison Officers (CLOs), and also \$1,500 for related supplies and miscellaneous expenses. The City agrees to pay the salaries for the police sergeant and three other officers; and pay the benefits and any overtime for the sergeant, all nine officers and the two CLOs; and provide squad cars and other equipment for use by the ACOP unit. With the Board's approval, the contract will be sent to the City Council for their approval.

ACOP is a community policing partnership program involving the City of Saint Paul, the Saint Paul Police Department, the PHA and public housing residents. The goals of the program are to improve the social conditions which foster drug use and abuse at the public housing sites,

improve the level of trust and general relations between the residents and the Saint Paul Police Department, improve the delivery of police services to the community, and empower residents to be active in community safety issues. The main ACOP office is in the McDonough Community Center.

ACOP began in 1991 with a special HUD grant under the Public Housing Drug Elimination Program (PHDEP). The PHA received PHDEP grants almost every year until 2002, when Congress stopped providing special funding for the program. At the time HUD officials said that PHAs could continue PHDEP-funded programs in their budgets, but neither HUD nor Congress provided any more money in operating subsidies. At the urging of staff and residents, the PHA Board committed to keep funding ACOP at a reduced level after the PHDEP grants ended.

The ACOP officers provide invaluable services to the PHA and its residents. ACOP officers primarily serve the PHA's four family sites (McDonough, Roosevelt, Mt. Airy and Dunedin) and sixteen hi-rises. The ACOP officers respond to emergencies and reports of suspicious behavior, intruders and criminal activity; provide consistent monitoring and resolution of conflicts between residents, especially youth; mentor and serve as role models for youth; and respond to special circumstances.

Sufficient funds will be recommended for approval in the FY 2022 Operating Budgets for this contract.

JMG/KNG/KT

Attachment: ACOP Budget for FY 2022
History of ACOP Funding
ACOP Contract

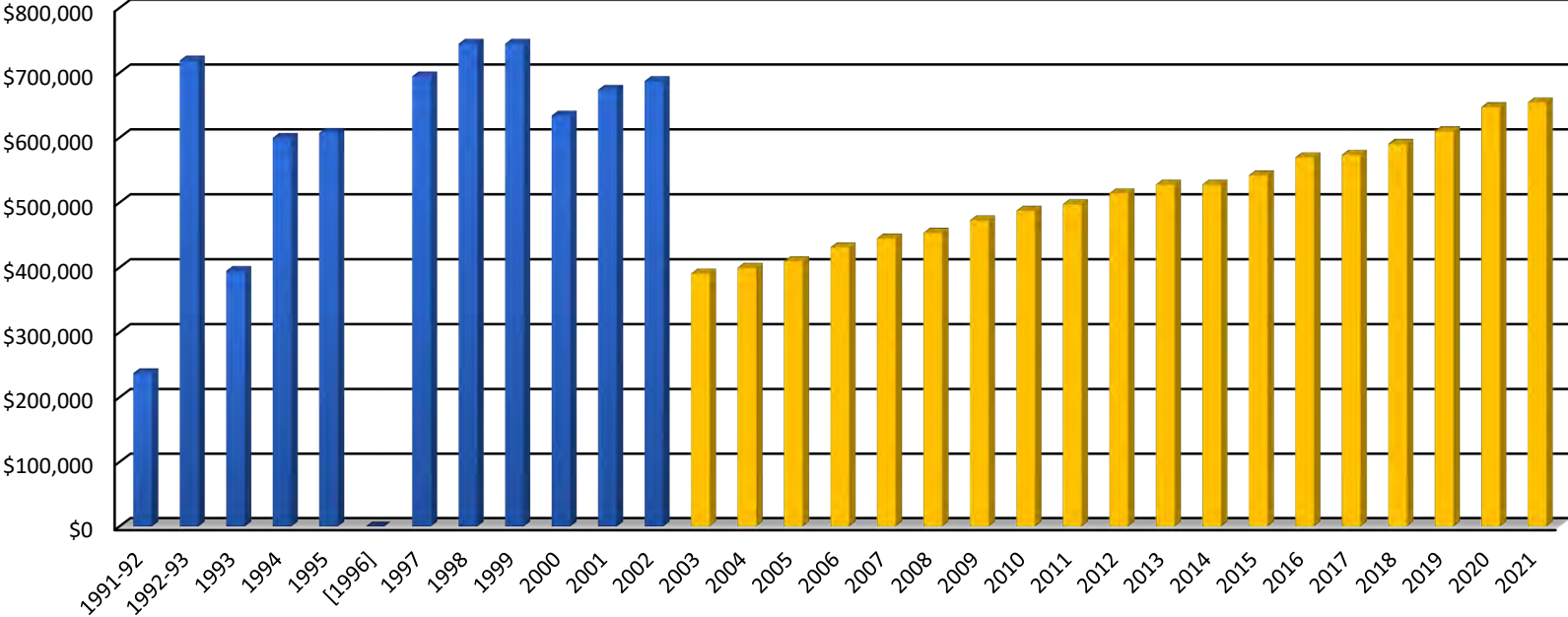
ACOP FY 2022 - Attachment A
April 1, 2021 through March 31, 2022

Source: Operating Budget																		
	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY2020	FY2021	FY2022	Change from FY 2021	
	\$445,299	\$456,400	\$474,489	\$489,315	\$499,449	\$514,586	\$514,586	\$528,218	\$528,218	\$542,379	\$569,956	\$573,820	\$590,990	\$610,492	\$648,878	\$656,140	\$ 7,262	1.1%
Uses																		
	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY2020	FY2021	FY2022	Change from FY 2021	
Salaries - Officers (6) and Community Liaison Officers (2)	443,799	453,900	472,989	487,815	497,949	513,086	513,086	526,718	526,718	540,879	568,456	572,320	589,490	608,992	647,378	654,640	\$ 7,262	1.1%
Miscellaneous/Supplies/ Communications	1,500	2,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	\$ -	0.0%
Total Uses:	\$445,299	\$456,400	\$474,489	\$489,315	\$499,449	\$514,586	\$514,586	\$528,218	\$528,218	\$542,379	\$569,956	\$573,820	\$590,990	\$610,492	\$648,878	\$656,140	\$ 7,262	1.1%

The City of Saint Paul and the Police Department will continue to pay the salaries of the ACOP Sergeant and three Police Officers, as well as employee benefits for all ACOP staff. The Police Department will continue to provide squad cars and other equipment for use by the ACOP unit staff.

PHA CONTRACT PAYMENTS TO CITY/SPPD FOR ACOP

Total \$16.4 Million Since 1991



AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

This Agreement is made and entered into this 1st day of April 2021 by and between the **PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL (“PHA”), and the CITY OF SAINT PAUL (“City”)**, acting by and through its **DEPARTMENT OF POLICE (“Police Department”)** pursuant to Minnesota Statute Section 471.59, for the provision of police services to improve the safety, security and livability of the PHA’s public housing properties as identified below in this Agreement.

WHEREAS, since 1991 the PHA and the City have collaborated to provide the community policing program known as A Community Outreach Program (“ACOP”) to create a drug-and crime-free environment and to provide for the safety and protection of residents, employees and visitors in public housing developments; and

WHEREAS, the PHA desires to continue the ACOP program; and

WHEREAS, the City, by and through its Police Department, desires to assist in the effort by providing effective police services at PHA locations;

NOW, THEREFORE, the PHA and the City agree as follows:

Section 1. Scope of Services Provided by the City

The City agrees that the services rendered by the personnel assigned to the ACOP unit under this Agreement (licensed, sworn police officers and non-sworn civilian employees) are in addition to baseline police services, and that routine police patrol and response to 911 calls in public housing developments will continue to be the responsibility of other Police Department personnel normally assigned to such duties in their areas. The level of these and other baseline police services will not be reduced.

The duties and responsibilities of the Police Department under this Agreement shall include, but not be limited to:

- A. The City, by and through its Police Department, will assign under this Agreement the following ACOP staff: six (6) Police Officers and two (2) Community Liaison Officers. Additionally, the City, by and through its Police Department will assign three (3) Police Officers and one (1) Sergeant. Both assigned groups of officers will perform specialized patrols to enforce all state and local laws. All Police Department employees shall at all times remain part of, subject to and in direct relationship with the Police Department’s chain of command and under Police Department rules, regulations and standard operating procedures.

- B. The City agrees to assign police officers, under this Agreement, to targeted areas during specified periods of time identified by the PHA and agreed upon by the Police Department. In the event a police officer assigned to ACOP is injured or on leave, the City agrees to temporarily replace that officer if the leave extends beyond thirty (30) days.
- C. The City agrees the Police Department will employ a community policing concept and ACOP personnel will be based at PHA locations as mutually agreed between the PHA and the Police Department, including primarily all PHA Family Developments and Hi-Rises. The City further agrees the Police Department will develop and maintain communications with residents and will assist in developing or enhancing crime prevention programs in public housing communities.

The St. Paul PHA primary locations covered by this Agreement shall be:

- The McDonough site at 1544 Timberlake Road;
- The Mt. Airy site at 200 E. Arch St., which includes the Mt. Airy Hi-Rise;
- The Valley Hi-Rise at 261 E. University Ave.;
- The Roosevelt site at 1575 Ames Ave.;
- The Dunedin site at 469 Ada St., which includes Dunedin Hi-Rise;
- Central Hi-Rise at 554 W. Central Ave.;
- Cleveland Hi-Rise at 899 S. Cleveland Ave.;
- Edgerton Hi-Rise at 1000 Edgerton St.;
- Exchange Hi-Rise at 10 W. Exchange St.;
- Front Hi-Rise at 727 Front Ave.;
- Hamline Hi-Rise at 777 N. Hamline Ave.;
- Iowa Hi-Rise at 1743 E. Iowa Ave.;
- Montreal Hi-Rise at 1085 Montreal Ave.;
- Neill Hi-Rise at 325 Laurel Ave.;
- Ravoux Hi-Rise at 280 Ravoux St.;
- Seal Hi-Rise at 825 Seal St.;
- Wabasha Hi-Rise at 545 N. Wabasha St.; and
- Wilson Hi-Rise at 1300 Wilson Ave.

- D. The City agrees to annually provide Police Department public data via the St. Paul Public Housing Crime Report, subject to federal and Minnesota state laws. This report will include, but not be limited to, crime statistics and breakdown by PHA property and the City of St. Paul. A sample of this St. Paul Public Housing Crime Report is attached to this Agreement as Attachment B. Quarterly reports of this information may be requested by the Executive Director or his designee. This Contract provides sufficient basis for the exchange between the City and the PHA of data and information described in the

Contract. A request for information or data outside of the scope of this Agreement shall be in writing. See Section 4B of this Agreement.

The City agrees to provide Police Department monthly calls for service reports with specifically not public addresses redacted pursuant to the Minnesota Government Data Practice Act ("MGDPA"). Public addresses and related public data will be provided in its entirety. A sample of the monthly calls for service report is attached to this Agreement as Attachment C. If the PHA, upon review of the monthly calls for service report wants further public data from an incident, they may make a request for additional public data regarding a specific address in accordance with federal and state laws, including the MGDPA. See Section 4B of this Agreement.

- E. It is further agreed upon reasonable and proper notice but without necessity of a subpoena, police personnel will appear as witnesses in the St. Paul PHA's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or near public housing property involving any resident, member of a resident's household, or any guest or guests of a resident or household member, or where the issue includes any criminal or quasi-criminal conduct off public housing property involving any resident or member of a resident's household. Any proceeding, preparation and testimony by police personnel is limited in nature to public data pursuant to federal and Minnesota state laws.
- F. Without limiting any of the foregoing, the City agrees, with respect to the services to be performed by any police personnel in accordance with this Agreement, the appropriate Police Department officer or Supervisor will meet with resident leadership and management representatives of the PHA on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement. These meetings shall occur at least quarterly, or as needed at the request of either party.
- G. The City and PHA agrees the Police Department personnel assigned to the ACOP unit work under this Agreement, unless they are subjected to emergency recall, as determined by the Police Department.
- H. The City agrees it will provide the ACOP staff with such basic equipment and vehicles as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement, excluding the equipment PHA shall provide found in Section 2B3 of this Agreement. Any additional equipment requested by and furnished at the expense of the PHA shall remain the property of the PHA. The PHA and City may mutually agree to lease equipment or vehicles.

- I. The Police Department will provide, at a minimum, sixteen (16) hours of training on community relations and interpersonal communications skills to new Police Department staff assigned to ACOP.
- J. The Police Department shall designate a supervising officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the PHA or that official's designee. The Administrative Liaison Officer shall be the sergeant identified in Section 1A of this Agreement or an officer of higher rank.

The Administrative Liaison Officer will perform the following duties:

Establish a clearly defined process for prompt and regular reporting public data to PHA staff regarding felony, gross misdemeanor, and misdemeanor criminal activities of PHA residents and/or criminal activity occurring on PHA property, which shall include public police and public data reports from the Police Department's Records Unit, and monthly calls for service reports as described in Section ID, paragraph two, of this Agreement (See Attachment C) in accordance with federal and state laws-including the MGDPA in order to facilitate appropriate responses and tracking of such activities.

1. Provide supervisory assistance;
2. Coordinate in resolving problems;
3. Assist in carrying out the provisions of this Agreement;
4. Establish and maintain an ongoing line of communication with Police Department commanders and other police personnel;
5. Initiate and monitor ongoing lines of communication with PHA staff and resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
6. Assure he or she or a designee will attend Resident Council meetings at the PHA properties with two days notice from the PHA, unless responding to a call on PHA property prevents them from doing so;
7. Assures he or she or a designee will attend and participate in the Admission Orientation Programs for PHA Properties with two days notice from the PHA;
8. Assist or advise and participate in the planning and implementation of other community and/or security programs within the PHA, including but not limited to National Night Out, as allowed by their law enforcement function; and

9. Work with the PHA for the selecting of Police Department officers for the Officer In Residence program.
- K. The City through its ACOP staff agrees to assist as requested in scheduling quarterly Police Department's Community Service Trainings. Providing two training session per quarter on law enforcement topic the Police Department has available for public education at a location of the PHA's choosing. The training will be conducted by Police Department staff, in accordance with their mission and its respective timelines. The PHA will assist the Police Department in providing the training. The training might include, but not be limited to, the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime; and
 3. Drug awareness and control.

Section 2. Scope of Services Provided by the PHA

- A. The PHA will provide training, where appropriate, to ACOP personnel on public housing management issues, which shall include orientation to the lease agreement, and lease compliance enforcement procedures and policies.
- B. The PHA will provide the following accommodations, services and equipment:
 1. Accommodations – The PHA will provide suitable space to be used as office space at locations as mutually agreed upon between the PHA and the Police Department.
 2. Services – Office space provided by the PHA will be supplied with all utilities except telephone service. The PHA also shall provide all labor, equipment and materials necessary to provide routine maintenance and repair service to maintain the space in good working order, including maintenance and repair of electrical, plumbing, sanitary, heating, ventilating and other facilities, appliances, and equipment supplied by the PHA.
 3. Equipment – Office space provided by the PHA will be supplied with the equipment and supplies listed below. Requests for additional equipment must be made by the Administrative Liaison Officer in writing and mutual agreed upon by the PHA.
 - a. wires for PC and telephone connectivity

- b. telephone handset
- c. fax machine
- d. printer
- e. copier
- f. paper and ink for printer and copier

- 4. Modification/Damage – The PHA will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City’s operational needs. Any damage to the unit or equipment provided by the PHA for City employees, which the PHA determines to be above normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the PHA. A written request must be made by the Administrative Liaison Officer for any permanent or temporary modification to the office space or PHA property. Approval must be obtained by the PHA Executive Director or his designee prior to work being done. Modifications include but are not limited to: any type of wiring and mounting of police equipment, such as the installation of surveillance cameras.
- C. The PHA shall adopt policies and procedures requiring its staff to promptly report to the Police Department any criminal activities occurring on PHA property, to facilitate appropriate response to and tracking of such activities.
- D. The PHA reserves the right to reasonably request the Police Department to replace any ACOP personnel for the following reasons, with the knowledge that the specific assignment of ACOP personnel is at the discretion of the Police Department:
 - 1. Neglect or non-performance of duties;
 - 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 - 3. Criminal action;
 - 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment;
 - 5. Substantiated complaints from public housing residents or management.
The PHA shall provide written enumeration of the reasons for the request for the replacement of the ACOP personnel, including documentation and witnesses to the alleged behaviors.
- E. The PHA will provide the City with the applicable PHA rules and regulations as an addenda to this Agreement.

Section 3. Enforcement of Rules and Regulations

- A. The Police Department is hereby empowered to enforce the following PHA rules and regulations to the extent they involve criminal activity, as allowed by their law enforcement function:
1. Authorized to remove unauthorized visitors in unoccupied structures on PHA properties to the extent it involves criminal activity.
 2. Authorized to remove unauthorized visitors on PHA property to the extent they are involved in criminal activity, which shall include persons violating trespass orders lawfully issued by the PHA.
 3. Authorized to remove and/or bring criminal enforcement actions against unauthorized visitors who are illegally destroying, defacing or removing PHA property.
 4. Authorized to accompany PHA staff who are going to provide criminal trespass notice on PHA property.
 5. Authorized, on behalf of the PHA, to give criminal trespass warnings to any persons deemed to be in violation of the rules or regulations, that is, to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators who refuse to leave or who return to the property or premises in violation of criminal trespass warnings, when appropriate.
- B. The Police Department is also authorized to enforce the parking provisions of Saint Paul Legislative Code, Chapter 157 General Parking Restrictions, Public Housing Agency of the City of Saint Paul – Parking Restrictions, on PHA properties.
- C. The Police Department is hereby empowered to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City law for impounding vehicles on PHA properties.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or their sworn obligation as police officers.

Section 4. Communications, Reporting and Evaluation

- A. Communications – Access to Information. The City agrees:
1. PHA will have access to all public information, in accordance with federal and Minnesota state laws.
 2. The Police Department will provide to the PHA copies of public case number reports which document or substantiate actual or potential criminal activity in or connected with public housing residents and/or public housing developments in accordance with federal and Minnesota state laws. This information will be provided by the Police Department at no cost to the PHA.
- B. Reporting. The Police Department will provide monthly, or as otherwise requested, calls for service reports for PHA properties (as described in Section 1D, paragraph two, of this Agreement). If the PHA, upon review of the incident address reports, wants further public data from an incident, which occurred on or off PHA property, they may make a request for additional information regarding a specific address or person in accordance with federal and state laws, including the MGDPA. See Section 1D of this Agreement.
- C. Media Coordination. The Police Department will relay to the Executive Director or his designee public information related to any major crime or incident that occurs on PHA property, preferably before the media is informed or as soon as possible, in accordance with federal and Minnesota state laws.
- D. Evaluation. The City and the PHA shall cooperate on future evaluations of the community policing program in public housing. The parties agree to work on any mutually identified areas they deem necessary.

Section 5. Plan of Operation

The Police Department and the PHA shall continue to administer the ACOP community policing program. At the request of either party, the parties shall jointly prepare a more specific plan of operations for use in preventing or eliminating crime.

Section 6. Term of Agreement

This Agreement is effective as of April 1, 2021 and shall continue in effect until March 31, 2022, or until the PHA reimbursement amount of \$644,513.00, is expended, whichever occurs first. In the event renewal is not achieved by the expiration, the Agreement will continue in force until a new Agreement is executed, with PHA paying at the FY 2022 rate of pay for the assigned ACOP staff as found in Section 7 of this Agreement.

Section 7. ACOP Assignment and Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The PHA agrees to pay the salaries for six (6) Officers and two (2) Community Liaison Officers (CLOs). PHA is not paying for the fringe benefits for these officers. The PHA will reimburse the City for services specified in this Agreement in a total amount not to exceed Six Hundred Fifty Four Thousand and Six Hundred Forty Dollars (\$654,640.00) in the following expense category:

Assigned Personnel Salaries Paid By PHA	\$654,640.00
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The City agrees to pay the fringe benefits for the above six (6) Officers and two (2) Community Liaison Officers. Additionally, the City agrees to pay for the salaries and fringe benefits for one (1) Police Sergeant and three (3) Officers assigned PHA duties. These payments will be in a total amount not to exceed \$810,227.74.

Assigned Personnel Salaries and Fringe Benefits Paid By City	\$810,227.74
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- B. The PHA shall reimburse the Police Department on a monthly basis as reflected in the documentation provided to the PHA, upon performance and reporting of the activities and receipt of invoices evidencing authorized expenditures.
- C. The City shall provide the following documentation in requesting reimbursement:
Copies of Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
- D. All requests for reimbursement are subject to the approval of the PHA's Executive Director, or that official's designee, and the PHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement. The non-approval by the PHA of any claimed reimbursement is not a waiver by the Police Department of the funds owed to them pursuant to this Agreement.
- E. The Police Department agrees to conduct an internal audit on the schedules, assignments, and logs of ACOP officers when the PHA requests such an audit. Upon this request, the Police Department will provide the results of that audit to the PHA, when not prohibited by law.

Section 8. Audit Requirement

The City and the Police Department shall have their financial records audited annually

(as part of the City's annual audit) by an independent auditor and provide to the PHA a copy of the audit report, which is required for the City as a subgrantee of federal funds. The audit shall include the PHA funds expended under this agreement and shall conform to the requirements of OMB Circular A-128 or later OMB circulars as applicable. Any audit finding relating to use of the PHA funds under this agreement must be addressed and cleared in a timely manner.

Section 9. Non-Discrimination

The PHA, the City, and the Police Department agree in the administration of the program(s), on each party's own part, no person shall, on the grounds of race, color, religion, creed, national origin or ancestry, familial status, sex, status with regard to public assistance, marital status, disability, age, sexual or affectional orientation, political or other affiliation, be excluded from participation in the program(s) or be denied benefits of the program(s) and agree to comply with all federal, state, and local laws regarding discrimination.

Section 10. Data Privacy

All data collected, created, received, maintained, or disseminated by the City, the Police Department or the PHA for any purposes in the course of the performance of this Agreement is governed by the MGDPA or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The parties agree to abide strictly by these statutes, rules, and regulations.

The PHA has designated, and the City and the Police Department agree to designate, a Responsible Authority pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, who is the individual responsible for the collection, maintenance, use and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

Section 11. Indemnification

The City does hereby release, discharge and agree to indemnify, protect, defend and save harmless the PHA from liability for any cost, damage, expense, injury or other casualty, to any person whomsoever or property whatsoever caused by or arising out of the Police Department's use and occupancy of PHA property provided under this Agreement, provided that such indemnification shall not be applicable where a decision or judgment of a court of competent jurisdiction indicates that said casualty to person or property was the direct result of acts of commission, omission, negligence or fault of the PHA, its agents or employees.

Each party agrees that it will be responsible for its own acts and/or omissions in carrying

out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City of Saint Paul and the Public Housing Agency of the City of Saint Paul, and their respective employees, officials and agents shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, et seq. and any other applicable law.

Section 12. Right of Entry, Inspection and Repair

The PHA, through its authorized employees or agents, shall have the right to enter the office spaces assigned by the PHA at any time, without advance notification, when there is reasonable cause to believe an emergency exists or during regular business hours upon one (1) day's notice for the purpose of inspection or repair of the office spaces or equipment therein or for such other purpose as may be deemed necessary by the PHA.

Section 13. Disposal of Personal Property

The PHA shall have the right to sell, destroy or otherwise dispose of any personal property left on the premises by the Police Department after the Police Department has vacated or abandoned the premises

Section 14. Amendments

Changes in the terms of this Agreement may be made only by written amendment mutually agreed upon and signed by both parties.

Section 15. Termination

Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party. Such notice shall be delivered by Certified Mail, Return Receipt Requested.

Section 16. Attachments

The following attachments are hereby incorporated into this Agreement by reference:

- Attachment A: ACOP FY 2022 Budget and Comparison
- Attachment B: Sample St. Paul Public Housing Crime Report
- Attachment C: Sample Monthly Calls for Service Report
- Attachment D: PHA Model Lease for Subsidized Programs
- Attachment E: PHA House Rules (Hi-Rise and Family)

Section 17. Benefit and Duty

This Agreement will be binding upon and inure to the benefit only of the parties hereto. No third party or parties will derive any benefits from or have any rights pursuant to this Agreement. Nothing in this Agreement is intended to, nor does it, create a special duty on the part of either party to each other or to a third party.

This Agreement supersedes the most recent Agreement and all other previous Agreements entered into by the parties for the same purpose as this Agreement is made.

Section 18. Section 3 Clause

- A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Police Department agrees to send to each labor organization or representative of workers with which the Police Department has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Police Department's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Police Department agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135.
- E. The Police Department will certify that any vacant employment positions, including training positions, that are filled (1) after the Police Department is selected but before the

- Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Police Department's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

By signing below, the **Public Housing Agency of the City of Saint Paul, and the City of Saint Paul, Department of Police** enter into this Agreement which shall take effect on the date stated above.

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

By: _____
Its: Tim Braun, Contracting Officer

By: _____
Its: Ronald Moen, Controller

CITY OF SAINT PAUL DEPARTMENT OF POLICE

By: _____
Its: Chief of Police

By: _____
Its: Mayor, City of Saint Paul

By: _____
Its: Director, OFS

By: _____
Its: Director, Human Rights Dept.

By: _____
Its: Assistant City Attorney

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR

REGARDING New Bank Account for Business Activities;
Business Activities Fund

DATE February 24, 2021

Staff requests Board approval of Resolution 21-02/24-01 authorizing the Agency to open a new bank account for Project-Based Rental Assistance (PBRA) Business Activities and to create a new “Business Activities Fund” related to centralized property management services performed by staff for the RAD-PBRA Projects, including management of surplus cash distributions. This Business Activities Fund would be separate from the existing Building Fund, where the activities of the W. Andrew Boss Building/Central Administrative Office building are budgeted.

Creating the new Business Activities Fund with its own bank account will enable the Agency to take full advantage of the flexibility in HUD’s Multifamily Housing world to use “surplus cash” that is generated by PBRA Projects. HUD maintains tight restrictions on a PHA’s use of public housing reserves and Section 8 administrative fees. In contrast, owners of PBRA properties have wide discretion to engage in other housing activities (like development opportunities) when project revenues generate surplus cash, beyond what is needed for project operations and capital improvements.

The approved Operating Budgets for the current fiscal year (FY 2021) created a new “Central Management Office” category that encompasses centralized costs associated with the Housing Choice Voucher (HCV) programs and both types of PHA-owned properties, Low Income Public Housing (LIPH) and RAD-PBRA/Multifamily projects. That includes administrative services to all Agency programs, functions performed by the Executive, Budget, Finance, Human Resources, Housing Policy, and Resident Initiatives departments. The HCV programs pay for

these services through an indirect cost allocation. The Central Management Office category also includes the property management services for PHA-owned properties (LIPH and RAD-PBRA properties), for which the properties pay property management fees. Previously those revenues and expenses were budgeted through the Central Office Cost Center (COCC), as required for large public housing programs operating under HUD's Asset Management model.

Unlike Public Housing fee revenue that was paid to the COCC/Central Management Office, management fees and other fees collected from the RAD-PBRA Projects are not subject to federal restrictions (that is, the funds are "defederalized"). However, the PHA's current accounting processes maintain the revenues from all of these activities in one accounting fund and one bank account. Accounting standards dictate that the entire fund or account is subject to the most restrictive program's rules, thereby limiting the flexibility and uses for these funds. Therefore maintaining the current fund structure limits the Agency's ability to utilize unrestricted surplus cash from the RAD-PBRA Projects, negating one of the primary benefits of the RAD-PBRA conversion.

The proposed new bank account and accounting fund structure (attached) will enable staff to maintain the level of separation needed to demonstrate true segregation of funds. If approved, staff will include this new Business Activities Fund and related revenues and expenses in the FY 2022 Operating Budgets presented for approval in March 2021.

LTS/RPM/AJH/FAH

Attachment: Resolution 21-02/24-01
Appendix A-1 New Account
Chart of PHA Funds

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
RESOLUTION NO. 21-02/24-01
SIGNATURES FOR U.S. BANK**

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) requires checking accounts and other banking services to administer its programs; and

WHEREAS, the PHA currently maintains primary checking accounts at U.S. Bank, for the Low Income Public Housing Program, the Housing Choice Voucher/Section 8 Program and the Building Fund, and multiple account for the eight projects converted under HUD's Rental Assistance Demonstration to Project-Based Rental Assistance (RAD-PBRA); and

WHEREAS, the PHA desires to open an additional bank account to accommodate centralized property management services;

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 Board approves the Master Service Agreement Appendix A-1, New Account/Change in Authorized Account Signer(s).
2. This resolution shall take effect immediately.



Appendix A-1 New Account/Change in Authorized Account Signer(s)

Customer information

Customer name: PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL Tax identification number: 41-1309192
 New account
 Change in authorized account signers

Account information

Account name	Account number	Tax identification number
PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL PBRA BUSINESS ACTIVITIES	104796928984	41-1309192

Authorized account signers

Add (authorized account signers)

Name	Title	Specimen signature

Existing authorized account signers

List names only.

Existing authorized account signers

Provide the names only of existing authorized signer(s), other than those new authorized signers listed above. List names only. No specimen signatures are needed.

THOMAS REDING	KEVIN LINDSEY	MISSY STAPLES THOMPSON
JON M GUTZMANN	RONALD P MOEN	



Appendix A-1

New Account/Change in Authorized Account Signer(s)

The Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the additional Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the additional Authorized Account Signer(s) and to delete any Existing Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A-1 for each Customer listed above.

Account Signer may execute this Appendix A-1 to add an account(s) for Customer if the Existing Authorized Signers remain the same. Otherwise, this Appendix A-1 must be executed by a Contract Signer. This Appendix A 1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

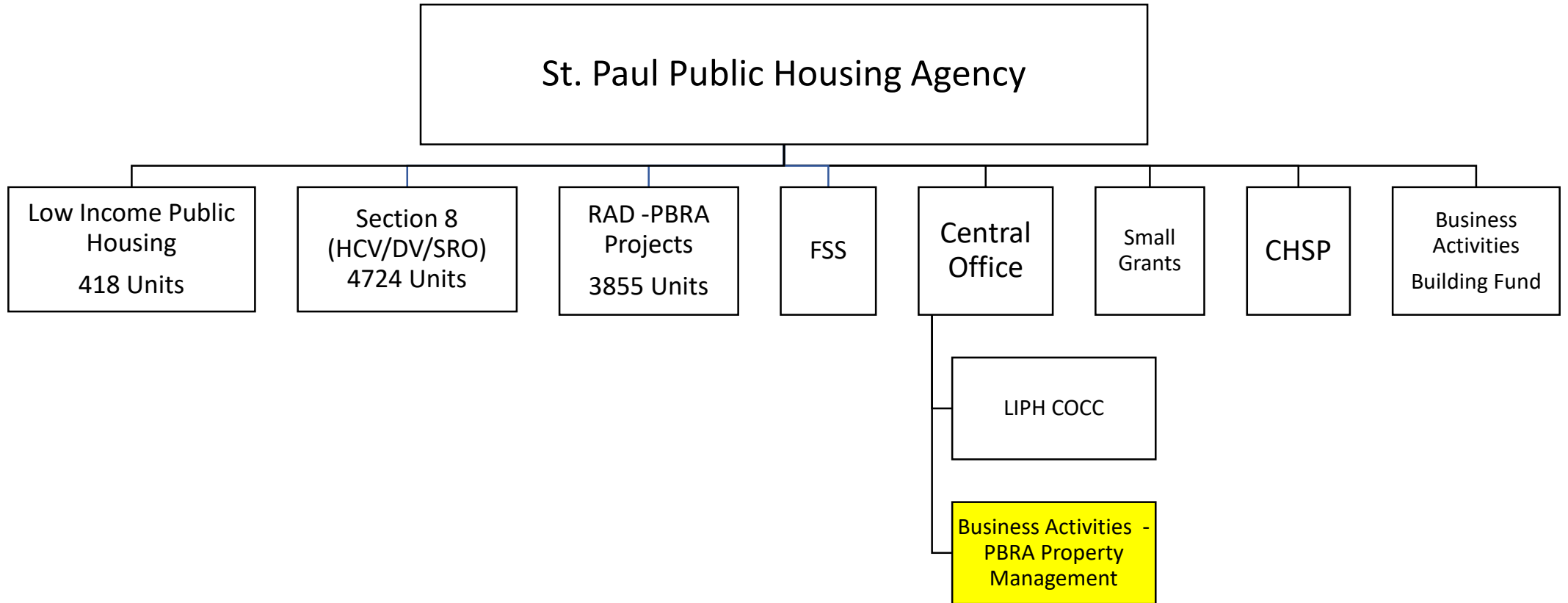
Contract signer signature: _____ Print title: Secretary - Board of Commissioners
Print name: Yer Chang Date: _____

For Internal Use Only

Authorized signers are related to the Master Services Agreement dated: _____

Review _____ Validation method _____ TL review _____ Imaged _____

St. Paul Public Housing – Major Accounting Funds



PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR**

REGARDING Annual Executive Director Salary Increase:
Retroactive to January 1, 2021

DATE February 24, 2021

Staff recommends Board approval to increase the Executive Director's salary by 1.2% effective retroactively to January 1, 2021, from \$178,782 to \$180,927 annually. With the recommended increase his salary would equal the 2021 Minnesota Local Government Salary Cap of \$180,927. The percentage increase would be lower than the increases the Board has approved to date for the Agency's employee groups. The Board approved a 2.9% increase for both the Supervisory and Confidential Group (effective December 1, 2020) and the City Employees Local 363 (effective January 1, 2021). Staff anticipate that negotiations will begin soon for the next AFSCME contract, for the period beginning June 1, 2021.

The Board last approved a 1.8% increase to the Executive Director's salary (\$3,161 increase) on February 26, 2020, retroactive to January 1, 2020, which brought his salary to the January 1, 2020 salary cap of \$178,782.

After the RAD conversion, the Executive Director's salary is not impacted by HUD's limit on salaries that can be paid with funds from the Low Income Public Housing (LIPH) and Housing Choice Voucher (HCV) programs. That restriction does not apply to the HUD Multifamily Housing programs, including Project-Based Rental Assistance (PBRA).

There are sufficient funds for the Executive Director’s salary with the recommended increase in the current Operating Budgets approved by the Board, and sufficient funds will be included in the Operating Budgets that staff will recommend for Board approval at next month’s meeting.

Salary Comparability Study. As recommended by HUD, staff conducted a salary survey of local Minnesota agencies, with the following results:

Agency	Position	Annual Salary	Effective Date
Minneapolis Public Housing Agency	Executive Director	\$180,927	1/1/2021
Dakota County Community Development Agency	Executive Director	\$172,018 plus a 2% lump sum of \$3,407	1/1/2021
Washington County Housing and Redevelopment Authority	Executive Director	\$145,202	1/1/2021
Metropolitan Council Housing and Redevelopment Authority	Director	\$148,574 (1/1/2020)	TBD for 1/1/2021

Human Resources believes the recommended salary increase is in line with these salaries, considering this agency’s size, the scope and complexity of its programs, its record of high performance, and the Executive Director’s experience, expertise, and tenure at the PHA.

ANH/RPM/FAH

Attachments: History of the Minnesota Local Government Salary Cap Amounts
2021 Federal Executive Schedule

Local Government Compensation Limits by Year

Local Government

Effective Date	Compensation Limit*	CPI-U Increase
01/01/2021	\$180,927	1.2%
01/01/2020	\$178,782	1.8%
01/01/2019	\$175,621	2.5%
01/01/2018	\$171,338	2.0%
01/01/2017	\$167,978	1.6%
01/01/2016	\$165,333	0.2%
01/01/2015	\$165,003	1.7%
01/01/2014	\$162,245	1.0%
01/01/2013	\$160,639	2.2%
01/01/2012	\$157,181	3.5%
01/01/2011	\$151,866	1.2%
01/01/2010	\$150,065	0.0%
01/01/2009	\$150,065	3.7%
01/01/2008	\$144,711	3.5%
01/01/2007	\$139,817	1.3%
01/01/2006	\$138,023	4.3%
08/01/2005	\$132,333	--

*Unless increased in accordance with Minnesota Statute 43A.17 Subd. 9(e)

Minnesota State Statute [43A.17 \(https://www.revisor.mn.gov/statutes/?id=43a.17\)](https://www.revisor.mn.gov/statutes/?id=43a.17) limits the salary and the value of all other forms of compensation of a person employed by a political subdivision of this state, excluding school districts starting in 2005. The statute establishes that the limits are adjusted on January 1 of each year based on the Consumer Price Index increase. The new limit is equal to the limit for the prior year and increased by the percentage increase in the Consumer Price Index for all-urban consumers (CPI-U) from October of the second prior year to October of the immediately prior year. **The Bureau of Labor Statistics releases the monthly readings for the Consumer Price Index in the second half of the following month. The October readings are typically released after November 15th, therefore Minnesota Management and Budget will calculate and post the salary limit for the next calendar year in late November of each year.** Refer to [Subdivision 9 of State Statute 43A.17 \(https://www.revisor.mn.gov/statutes/?id=43a.17\)](https://www.revisor.mn.gov/statutes/?id=43a.17) for complete text.

The employee's salary includes deferred compensation and payroll allocations to purchase an individual annuity contract. The value of other forms of compensation is defined as the annual cost to the political subdivision for the provision of the compensation. Other forms of compensation which **must be** included to determine an employee's total compensation for the limit are all other direct and indirect items of compensation which are not specifically excluded by the subdivision. Other forms of compensation which **must not** be included in a determination of an employee's total compensation limit are: employee benefits that are also provided for the majority of all other full-time employees of the political subdivision, vacation and sick leave allowances, health and dental insurance, disability insurance, term life insurance, and pension benefits or like benefits the cost of which is borne by the employee or which is not subject to tax as income under the Internal Revenue Code of 1986; dues paid to organizations that are of a civic, professional, educational, or governmental nature; and reimbursement for actual expenses incurred by the employee which the governing body determines to be directly related to the performance of job responsibilities, including any relocation expenses paid during the initial year of employment.

Compensation Limit Increase Process

The total value of compensation may not exceed the limits as shown in the chart above without a compensation limit increase from the Commissioner of MMB. The Commissioner may increase the limit for a position if the commissioner determines the position requires special expertise and needs a higher salary to attract and retain a qualified candidate. The Commissioner shall also consider the salary rates paid to other persons with similar responsibilities in the decision to increase the limit. The Commissioner may not increase the limit until it is presented to the Legislative Coordinating Commission and after receipt of the Commission's recommendation. Local governments wishing to apply for a compensation limit increase for a position may do so by filling out the [Compensation Limit Increase Request Form \(word version\) \(/mmb/assets/lgcomplimitwaiverform_tcm1059-128233.docx\)](#) (pdf version [\(/mmb/assets/lg-comp-limit-waiver-form_tcm1059-128232.pdf\)](#)). The questionnaire may be sent to the Commissioner of Minnesota Management & Budget. If a local government receives a compensation limit increase for a position, the limit is increased annually by the amount of the CPI-U increase in the chart.

Salary Table No. 2021-EX
Rates of Basic Pay for the Executive Schedule (EX)

Effective January 2021

Level	Rate
Level I	\$221,400
Level II	\$199,300
Level III	\$183,300
Level IV	\$172,500
Level V	\$161,700

Section 748 of division E of the Consolidated Appropriations Act, 2021, continues a freeze on the payable rates of pay for certain senior political officials through January 1, 2022. Under the pay freeze, the 2021 payable rates for freeze-covered senior political officials serving in an EX position, or in a position for which the rate of pay is fixed by statute at an EX rate, are as follows: EX-I: \$203,500; EX-II: \$183,100; EX-III: \$168,400; EX-IV: \$158,500; and EX-V: \$148,500. However, the official EX pay rates for 2021 in the table above are in effect and used in establishing pay limitations for employees not covered by the pay freeze.