



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
APRIL 28, 2020
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order - (Analyst Martinez Gavina to take attendance)

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have submitted comments to kwynn@richfieldmn.gov prior to the meeting.

Pledge of Allegiance

Approval of the Minutes of the City Council Meeting of April 14, 2020. - (Analyst Martinez Gavina to take roll call vote)

PRESENTATIONS

1. Moment of Silence to Celebrate the Life of Margarita Trautmann
2. Proclamation observing Earth Day, Arbor Day, and Arbor Month

AGENDA APPROVAL

3. Approval of the Agenda - (Analyst Martinez Gavina to take roll call vote)
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider the approval of a resolution that includes a declaration of restrictive covenants for the Seven Hills Preparatory Academy playground in the City of Richfield. In conjunction with the agreement, also consider approval of the Hennepin County Sports Program Playground Application that will be submitted in partnership with the school. The City of Richfield would act as the LGU for the local charter school.

Staff Report No. 52

- B. Consider the adoption of a resolution supporting a Livable Communities Demonstration Act Pre-Development grant application to the Metropolitan Council to support the redevelopment of 6501 Penn Avenue South.

Staff Report No. 53

- C. Consider the adoption of a resolution approving the Statewide Public Works Joint Powers Mutual Aid

Agreement and Equipment Sharing Agreement.

Staff Report No. 54

(Analyst Martinez Gavina to take roll call vote)

5. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

6. Public hearing and consider a resolution approving a final plat of the RF64 Townhomes Addition, related to the completion of a portion of the RF64 development at 65th Street and 16th Avenue.

Staff Report No. 55

(Address Analyst Martinez Gavina for any submitted comments)

(Analyst Martinez Gavina to take roll call vote)

PROPOSED ORDINANCES

7. Consider the adoption of an emergency ordinance to provide emergency rental assistance that will provide temporary relief for households in the City experiencing financial hardship due to the COVID-19 crisis.

Staff Report No. 56

(Analyst Martinez Gavina to take roll call vote)

OTHER BUSINESS

8. Consider accepting the pricing committee's recommendation for the sale of \$5,375,000 General Obligation Bonds, Series 2020A.

Staff Report No. 57

(Analyst Martinez Gavina to take roll call vote)

CITY MANAGER'S REPORT

9. City Manager's Report

CLAIMS AND PAYROLLS

10. Claims and Payroll

(Analyst Martinez Gavina to take roll call vote)

COUNCIL DISCUSSION

11. Hats Off to Hometown Hits

12. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual Meeting held via WebEx

April 14, 2020

CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:00 p.m. via WebEx.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Ben Whalen; Edwina Garcia; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Chris Regis, Finance Director; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

Others Present: Brian Reilly and Rebecca Kurtz with Ehlers Inc.

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

No speakers

APPROVAL OF MINUTES

M/Whalen, S/Trautmann to approve the minutes of the (1) Emergency City Council Meeting of March 18, 2020; and (2) City Council Meeting of March 24, 2020.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
Supple: AYE
Trautmann: AYE
Whalen: AYE

Council Member Garcia was having technical issues and was unable to provide a vote.

Motion carried 4-0

Item #1	APPROVAL OF THE AGENDA
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M/Supple, S/Whalen to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Whalen: AYE

Council Member Garcia was having technical issues and was unable to provide a vote.

Motion carried 4-0

Item #2	ADOPTION OF A PARAMETERS RESOLUTION WITH REGARD TO THE ISSUANCE OF THE \$5,375,000 G.O. BONDS SERIES 2020A ESTABLISHING A PRICING COMMITTEE (STAFF REPORT NO. 50)
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Council Member Whalen presented staff report 50.

Director Regis spoke of how this sale will provide the City some flexibility and comparable sales in the surrounding area.

Rebecca Kurtz explained how all the details are provided in the staff report and will be available if anyone has questions.

M/Whalen, S/Supple to approve a Resolution Authorizing the Sale of General Obligation Bonds Series 2020A, in the Maximum Principal Amount of \$5,375,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; Providing for the Payment; and Establishing a Pricing Committee.

Council Member Trautmann expressed his appreciation for the plan and the flexibility it will allow the City. He requested a status update of where the debt of the City currently sits and how the debt could affect possible future economic uncertainty.

Director Regis explained most of the G.O. debt is supported by tax levy's so as long as the City is able to alter those levies, the City should have no problem paying that debt. The revenue bonds that come from water and utility are paid by the revenue from those areas so as long as the City is still billing and residents are paying those bills, that debt should be serviced. There are some cash reserves available if absolutely necessary.

Council Member Trautmann asked for some outlook on what the City could be facing if the economic downturn were similar to the issues that arose ten years ago.

Director Regis spoke of how the current situation is very different from the challenges faced ten years ago. No offices needed to close and lack of government aid. The City has since made changes so as to not have to rely on government aid so heavily. The big difference is the need to cancel all recreation programs, deputy registrar, and some licensing services. Director Regis then spoke of the City reserves and is able to levy taxes so the debt is able to be paid.

Council Member Trautmann thanked Director Regis for taking the steps to put the City in a place where it is not leaning on the government for aid.

Director Regis explained how there are some things that need to be paid for and fixed right now. The water main is one thing that needs to be addressed.

Council Member Supple thinks it is good to be keeping water main infrastructure in good shape so as to not have issues down the road. She also thanked Council Member Trautmann for his thoughtful questions.

City Manager Rodriguez explained how the City saved money by addressing the water main now because it is being combined with another project.

Mayor Regan Gonzalez thanked Council Member Trautmann for his questions and the overview Director Regis was able to provide. She spoke of how important it is to maintain the water main infrastructure. She thought it was great to hear that another city was able to get a great return on their bond sale and is hopeful we will do the same.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #3	SUMMARY REVIEW OF THE CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION FOR 2019, HELD ON MARCH 10, 2020, AS REQUIRED BY MINN. STATUTES 13D.05 SUBD. 3(A) (STAFF REPORT NO. 51)
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Mayor Regan Gonzalez read staff report 51. She then expressed extreme gratitude for City Manager Rodriguez to be serving the City of Richfield. She commented on the extra ordinary circumstances City Manager Rodriguez has had to confront and how she has done during these challenging times. She is grateful for the leadership and integrity City Manager Rodriguez has taken amidst all of the change that has occurred. Mayor Regan Gonzalez stated how clear it is to both staff and City Council that City Manager Rodriguez truly is invested in what is best for the City. She is looking forward to the future.

M/Regan Gonzalez, S/Supple to approve the motion approving the Resolution amending the City's Manager's employment agreement with the City reflecting a salary adjustment.

Council Member Garcia stated how City Manager Rodriguez learned very quickly how to adjust to the needs of the community and has risen to the occasion during a very challenging time. She hopes that the City can continue to count on City Manager Rodriguez and is looking forward to her future with Richfield.

Council Member Whalen expressed thanks to City Manager Rodriguez in being the leader the City of Richfield needs. He spoke of her not being afraid to tackle tough subjects and conversations and is looking forward to working with her in the future.

Council Member Supple spoke of how City Manager Rodriguez has very much risen to the occasion and is extremely appreciative of her hard work.

City Manager Rodriguez conveyed gratitude to the Council, community and staff. She stated how this has been a journey and appreciates everyone.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #4	CITY MANAGER'S REPORT
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City Manager Rodriguez provided an update regarding the COVID-19 pandemic:

Mitigations and Community Response:

- All buildings remain closed to the public until further notice. We are again processing motor vehicle services via a drop-box, and dealership work. No passport services at this time.
- Construction is an essential service under the Governor's order and building permits, inspections are still happening at a rapid clip, difficult to project with confidence but so far it seems folks are going ahead with planned projects.
- Staff is bringing a proposal for a local COVID-19 Small Business Grant/Loan program to the Richfield EDA at their April 20 meeting.
- Staff will also recommend that both additional CDBG and existing local funds be directed to VEAP for emergency food and rental assistance at the April 20 HRA meeting.
- We plan to send a mailing to all residents in a couple weeks that provides info on resources and are providing a survey asking residents about how the pandemic has impacted them this week.
- Rec staff recently made wellness calls to all of their vulnerable customers.
- Rolling out our park ambassador program tomorrow since the weather had been crazy cold.
- PD reports that people are adhering pretty well to social distancing requirements.
- We will make decisions about summer programming and the pool at the end of the month.
- Our liquor store sales are not as robust as March but still strong.
- We have not been overwhelmed by 911 calls with flu-like symptoms, it has been steady since mid-March.

Financial Impact:

- We continue to monitor the impact on revenues and so far we are still estimating about a \$1M loss to the General Fund this year. That's about 5% of the budget. We are also expecting a loss of about \$800k in the Ice Arena fund but that should be somewhat offset by less part-time and seasonal staff and we had already planned for less revenues due to the refrigeration project.
- Hennepin County is considering waiving property tax late fees and penalties for residents and delaying the first payment of property taxes to cities. Waiving fees is a more manageable impact than delaying the payment. We have asked Commissioner Goettel for an estimate of how many residents pay their taxes via escrow since those payments would not be delayed.

Staff:

- We have not had to issue any lay-offs or furloughs since much of our staff are essential, can work from home or have been reassigned. Some part-time staff are working less hours. Of

course our goal is not to furlough but we don't know the extent of the pandemic. If we don't have summer programming or open the pool that is about 115 part-time jobs that won't be created. Public Works are still likely to hire some seasonal workers to maintain the parks and other right-of-ways.

She stated how morale seems pretty good given all that we are asking of staff during the pandemic. She continues to be impressed by their hard work and resiliency in continuing to find ways to provide services. Even though some of the innovations will continue, there have been some silver linings.

Council Member Trautmann was curious of Council work sessions to address policies regarding social distancing and other items concerning the pandemic. He asked City Manager Rodriguez what she saw as the Council's role in the coming months.

City Manager Rodriguez reiterated to have a special session to address those questions and goal setting. She also recommended pushing strategic planning to early next year.

Council Member Whalen wanted to make sure the upcoming election is still on the forefront of residents' minds. He was curious as to any plans regarding voting without people risking their health.

City Manager Rodriguez was aware of a legislative committee that met recently. They may be providing mail-in voting along with other options. City Clerk VanHoose will be in contact on the subject as new information becomes available.

Mayor Regan Gonzalez spoke how this pandemic is making the community face the deficiencies. It is allowing for site of gaps in processes and the ability to fix these issues. She stated how this will be great for strategic planning in locating those strengths and weaknesses. She then asked if there is a picture of losses as a City and what support we can see from the government level.

City Manager Rodriguez stated the City did recently receive about \$70,000. She believes a lot of that sum will be directed to Bloomington Public Health and staff is working on getting a number on exactly how much. No additional funds will come from the CARE Act since that is for cities with populations over 500,000. Details on other amounts will be shared by staff as they become available.

Item #5	CLAIMS AND PAYROLL
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M/Garcia, S/Whalen that the following claims and payrolls be approved:

U.S. Bank	04/14/2020
A/P Checks 286086 - 286675	\$ 2,006,491.62
Payroll: 153467 - 153746	639,472.97
TOTAL	\$ 2,645,964.59

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE
 Supple: AYE
 Trautmann: AYE
 Whalen: AYE
 Garcia: AYE

Motion carried 5-0

Item #6	HATS OFF TO HOMETOWN HITS
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Council Member Supple gave praise to a Richfield graduate, Lisseth DeGracia, volunteering aid in New York during the pandemic. She also spoke of the conversations she is having with her students and the strength it takes to ask for help. She encourages residents to reach out and ask for help when needed and applauded all of those providing help.

Council Member Whalen lifted up the staff for the great things they are doing and building up the community during the pandemic. He then spoke of all the good work VEAP is doing regarding their food and emergency rental assistance. They have been very nimble and been able to offer more aid. He then thanked all residents who have already completed their Census forms. The City is reporting 57% completed so he encouraged everyone to be counted.

Council Member Garcia expressed her feelings of being on the sidelines with her medical conditions but a good friend of hers has been able to provide her with a wonderful mask. She then spoke of how proud she has been with the City from top to bottom in everything they are doing. She also spoke of what a nightmare this time has been but is a nightmare we will overcome. She encouraged residents to keep faith and continue to support each other.

Council Member Trautmann spoke of how grateful he is for the staff and the City. He thanked people taking the steps to cover up when out and about. He called out Richfield resident, Stephanie, and how she been sewing masks nonstop. He then talked about the Friends of Wood Lake (FOWL) Fundraiser Dinner. It is a great way to support the City and Wood Lake Nature Center. There will be a live virtual auction as well as presentations. Meals are being provided by Local Roots and available for pick up the day of event. He encouraged residents to attend, eat and be a part of the event.

Mayor Regan Gonzalez spoke of how the staff has continued to do amazing things during this stressful time. She also expressed gratitude for the residents donating coffee, food and snacks to the Fire and Police Departments. This has been a great example of people going above and beyond. She then gave praise to Omar McMillan, Richfield teacher and basketball coach. Richfield is so fortunate to have him in the community and inspiring the youth. He has been labeled one of the top ten coaches in Minnesota and it speaks volumes to the leadership in the Richfield community. Mayor Regan Gonzalez then extended a warm welcome to Krista Guzman who started as the new Human Resources Manager. She then spoke of the law passed regarding the emergency insulin program. The act will ensure that community members will be able to access a 30-day supply of insulin when they are unable to afford it. She thanked all who made it happen.

Item #7	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:59 p.m.

Date Approved: April 28, 2020

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING

4/28/2020

REPORT PREPARED BY: Kelly Wynn, Senior Office Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

ITEM FOR COUNCIL CONSIDERATION:

Proclamation observing Earth Day, Arbor Day, and Arbor Month

EXECUTIVE SUMMARY:

RECOMMENDED ACTION:

BASIS OF RECOMMENDATION:

- A. **HISTORICAL CONTEXT**
- B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- C. **CRITICAL TIMING ISSUES:**
- D. **FINANCIAL IMPACT:**
- E. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
Earth Day Proclamation	Backup Material



Proclamation of the City of Richfield

WHEREAS, Earth Day was celebrated nationwide on Wednesday, April 22, to bring awareness about the need to care for the environment; and

WHEREAS, Arbor Day is celebrated nationwide on Friday, April 24, and Arbor Month is celebrated in Minnesota during the month of May, to promote the value and planting of trees; and

WHEREAS, Richfield's Forestry Division participates in the Tree City USA program to promote efforts to preserve, maintain, and manage the health of Richfield's urban forest; and

WHEREAS, Richfield has successfully implemented an organics drop off program that lowers the city's environmental footprint and contributes to the city's overall actions of stewardship; and

WHEREAS, the community of Richfield is encouraged to participate in park clean-up efforts in April and May, as well as year-round, to demonstrate good stewardship of our green spaces and natural resources; and

WHEREAS, Earth Day and Arbor Day will be celebrated by the City of Richfield through a virtual week-long celebration April 20-April 24 and events will be postponed until a safer later date; and

WHEREAS, trees and forests produce clean air, naturally filter ground water, provide a setting that reduces stress and improves mental health, reduce exposure to the sun's UV rays, and provide a home for many animal species;

NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, do proclaim that the City of Richfield observes Earth Day, Arbor Day, and Arbor Month, as a way of promoting environmental stewardship and mindful choices to preserve our natural habitats.

PROCLAIMED this 28th day of April, 2020.

Maria Regan Gonzalez, Mayor



STAFF REPORT NO. 52
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle
4/19/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a resolution that includes a declaration of restrictive covenants for the Seven Hills Preparatory Academy playground in the City of Richfield. In conjunction with the agreement, also consider approval of the Hennepin County Sports Program Playground Application that will be submitted in partnership with the school. The City of Richfield would act as the LGU for the local charter school.

EXECUTIVE SUMMARY:

Seven Hills Preparatory Academy has been a wonderful community partner for over a decade! As the school has grown in the number of enrolled students, so has the need to grow and enhance the outdoor play equipment.

The grant proposal that the school would like to submit to the Hennepin County Sports Playground Grant Program for an award of \$10,000 is consistent with the recreational goals of the City of Richfield. As the grant's Local Government Unit (LGU), the City of Richfield would be the fiscal agent for the grant reward, distribute the funds and ensure the funds are used for the specific playground equipment that is stated in the grant proposal. The equipment would be constructed with the existing playground equipment at the school location that is noted in both the resolution and the grant.

Also, as a condition of submitting a grant application on behalf of Seven Hills Preparatory Academy, the City of Richfield and the school have created a resolution that include the negotiated terms of a declaration of covenants (attached document).

The playground would be a welcome and needed amenity to both students at Seven Hills Preparatory Academy and the City of Richfield.

RECOMMENDED ACTION:

By Motion: Approve the resolution to submit a Hennepin County Sports Program Playground Grant and it's associated resolution on behalf of the Seven Hills Preparatory Academy and authorize the Recreation Services Director to execute the grant if awarded and be the fiscal agent, distributing funds.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Seven Hills Preparatory Academy has been a integral part of Richfield's education system. Through the past decade, the increased number of students has led to the need of additional playground equipment. The Hennepin County Sports Playground Grant Program will allow charter and private schools to apply with a LGU as a partner. The City of Richfield and the school have negotiated the terms that are outlined in the resolution that allow the city to be the fiscal agent of the project if the \$10,000 grant is awarded. The city must ensure that both the playground equipment and the location that it is built that is outlined in the grant is adhered to. Overall, the project will increase the health and wellness of both students and the community, which is a primary goal of the City of Richfield Recreation Department.

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

The attached resolution authorizes the City of Richfield to enter into necessary and required agreements with Seven Hills Preparatory Academy for the specific purpose of submitting a grant to the Hennepin County Sports Playground Grant Program.

C. CRITICAL TIMING ISSUES:

The Hennepin County Sports Playground Grant is due May 11. All grant submissions and supporting documents need approval by City Council at the April 28 Council meeting.

D. FINANCIAL IMPACT:

If awarded, the Hennepin County Sports Program Playground Grant will fund the needed \$10,000 for the playground expansion at Seven Hills Preparatory Academy.

E. LEGAL CONSIDERATION:

There are no legal considerations for this item.

ALTERNATIVE RECOMMENDATION(S):

Reject the resolution and grant application and potentially miss an opportunity for funds to support the playground expansion and improvement at Seven Hills Preparatory Academy.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Seven Hills Preparatory Academy Playground Resolution	Resolution Letter
▣ Seven Hills Preparatory Academy Application for the Hennepin County Sports Program Playground Grant	Cover Memo

**CITY COUNCIL
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A DECLARATION OF RESTRICTIVE COVENANTS
FOR THE SEVEN HILLS PREPARATORY ACADEMY PLAYGROUND IN THE CITY
OF RICHFIELD**

WHEREAS, Seven Hills Preparatory Academy (hereinafter “**Seven Hills**”) is a public charter school that serves students in kindergarten through eighth grade and has a Richfield campus located at 1401 West 76th Street in Richfield, Minnesota; and

WHEREAS, SHPA ABC, a Minnesota nonprofit corporation (together with Seven Hills the “**Applicants**”), is a related entity to Seven Hills that owns the real property located 1401 West 76th Street in Richfield, Minnesota (hereinafter the “**Subject Property**”); and

WHEREAS, the Applicants have been at the Subject Property for five years and have added approximately two hundred students during that time and have since outgrown their current playground facilities; and

WHEREAS, the Applicants now request the help of the City of Richfield (the “**City**”) through the use of the Hennepin County Youth Sports Grant Program to expand the playground on the Subject Property to better meet the needs of the school and the general public (the “**Project**”); and

WHEREAS, as part of the grant program Hennepin County allows local government units to submit grant applications for facilities located on private land on the behalf of a private entity, such as a charter school, private school, or other non-profit organization that will operate the facility (the “**Grant Application Process**”); and

WHEREAS, the Applicants estimate the total cost of the Project to be \$10,000 and now request that the City, through the Grant Application Process, formally submit a grant application in the amount of \$10,000 (the “**Grant Application Amount**”) from the Hennepin County Youth Sports Program Grant on its behalf (the “**Proposal**”); and

WHEREAS, as a condition of submitting a grant application on behalf of the Applicants, the City and the Applicants are required to negotiate the terms of a Declaration of Covenants, Conditions and Restrictions pursuant to the Grant Program (hereinafter the “**Declaration**”); and

WHEREAS, to meet this requirement the City and the Applicants have negotiated the terms of the attached Declaration; and

WHEREAS, the City has reviewed and supports the Project, the Grant Application Amount, the Proposal, and the Declaration; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota as follows:

1. The Applicants request to have the City submit a grant application in the Grant Application Amount for the Project pursuant to the Grant Application Process is hereby approved.
2. The city clerk is hereby authorized and directed to take all actions necessary to complete the Grant Application Process on behalf of the City and the Applicants.
3. Further, the attached form of the Declaration is hereby in all respects authorized, approved, and confirmed and may be amended prior to recordation so long as the document substantively remains as shown in the attached.

Adopted by the City Council of the City of Richfield, Minnesota this ___ day of April, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this April ____, 2020 (the “**Declaration**”), by SHPA ABC, a Minnesota nonprofit corporation and Seven Hills Preparatory Academy, a Minnesota nonprofit corporation (collectively the “**Declarants**”), for the benefit of the City Of Richfield, a Minnesota municipal corporation (the “**City**”).

RECITALS

WHEREAS, Declarants own and operate a public charter school that serves students in kindergarten through eighth grade and has a Richfield campus; and

WHEREAS, SHPA ABC is the fee owner of that certain real property located at 1401 West 76th Street, Richfield, Minnesota and as legally described on the attached **Exhibit A** (hereinafter the “**Subject Property**”); and

WHEREAS, the Declarants have been at the Subject Property in Richfield for five years during which time it has added approximately two hundred students; and

WHEREAS, because of such growth, the Declarants have outgrown the current playground built on the Subject Property and now request the help of the City through the use of a Hennepin County Youth Grant to improve and expand the playground residing on the Subject Property; and

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Sports Program, provide for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities; and

WHEREAS, Hennepin County allows local government units to submit grant applications for facilities located on private land on the behalf of a private entity, such as a charter school, private school, or other non-profit organization that will operate the facility; and

WHEREAS, the City supports the Declarants’ planned expansion of their playground and the City aims to expand and improve recreation facilities for all Richfield residents; and

WHEREAS, the Declarant estimates that the total cost of expanding the playground will be Ten Thousand and 00/100 Dollars (\$10,000) (the “**Grant**”). As such, the City is requesting Ten Thousand and 00/100 Dollars (\$10,000) from the Hennepin Youth Sports Program.

WHEREAS, as a condition of submitting a grant application on behalf of the Declarants, the City has required the execution and filing of this Declaration of Covenants, Conditions and Restrictions (hereinafter “the **Declaration**”);

WHEREAS, the Declaration shall be recorded against the Subject Property but will specifically affect the Southeast east corner of the Subject Property as depicted on the attached **Exhibit B** (the “**Playground Property**”).

THE DECLARATION

NOW THEREFORE, Declarants for itself and on behalf of their successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Playground Property does hereby declare and agree that the Playground Property shall be hereinafter held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations and agreements set forth in this Declaration which shall run with the Playground Property and shall be binding upon Declarants and their successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Playground Property

1. Recitals. The above recitals are hereby incorporated into this Declaration.
2. Term of Declaration. This Declaration shall be in effect for fifteen (15) years beginning on _____, 2020 (the “**Covenant Term**”). Upon the expiration of the Covenant Term this Declaration shall expire through no additional action of either party.
3. Restrictions.
 - a. Development. The Playground Property within the Subject Property may only be developed and used as a recreational facility which shall be used by the Declarant for youth activities and athletics.
 - b. Public Access. The public shall also have the right to access and enjoy the Playground Property for recreational purposes. The Declarant may limit the days and hours that the Playground Property is open to the public, but any limitations must be reasonable.
 - c. Notice of Non-Compliance. If, at any time during the Covenant Term, the Playground Property is not used for recreational purposes and/or is not reasonably available for public use, the Declarant shall repay to the City the full amount of the Grant and any other funds provided to the Declarant by the City for the purposes contemplated herein. Such repayment obligations must be met within thirty (30) of receipt of notice from the City to Declarant informing the Declarant of such non-compliance.
4. Binding Effect. This Declaration shall be recorded against the Subject Property. The obligations and restrictions of this Declaration shall run with the land and shall be binding against the Declarant, its successors and assigns. This Declaration may only be amended by a written amendment executed by the Declarant, its successors and assigns with the consent of the City.
5. Indemnification. The Declarant hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys’ fees and expenses), causes of action, suits, allegations, claims,

demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Declarant to comply with the terms of this Declaration, or on account of any representation or warranty of the Declarant contained herein being untrue.

6. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.
7. Notices. All notices to be given pursuant to this Declaration must be in writing and will be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to any other place as a party may from time to time designate in writing. The Declarant and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications are sent. The initial addresses for notices and other communications are as follows:

To the City: Richfield HRA
 Attn: Executive Director
 6700 Portland Avenue South,
 Richfield, MN 5542

With a copy to: Mary D. Tietjen
 470 U.S. Bank Plaza
 200 South Sixth Street
 Minneapolis, MN 55402
 612-337-9300

To the Declarant: Seven Hills Preparatory Academy
 1401 West 76th Street
 Richfield, MN 55423

8. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota.
9. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against the Declarants to enforce the provisions of this Declaration, the Declarants agree to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City in connection with the action.

IN WITNESS WHEREOF, the Declarants have caused the Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

SEVEN HILLS PREPARATORY ACADEMY

By: _____

Its: _____

Name: _____

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of April, 2020, by _____, the _____ of Seven Hills Preparatory Academy, a Minnesota nonprofit corporation, on behalf of the Declarant.

Notary Public

NOTARY STAMP OR SEAL

THIS DECLARATION IS ACKNOWLEDGED AND CONSENTED TO BY:

CITY OF RICHFIELD

By _____

Its _____

By _____

Its _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of March, 2020, by _____ and _____, the _____ and _____ of the City of Richfield, a Minnesota municipal corporation, on behalf of the City.

Notary Public

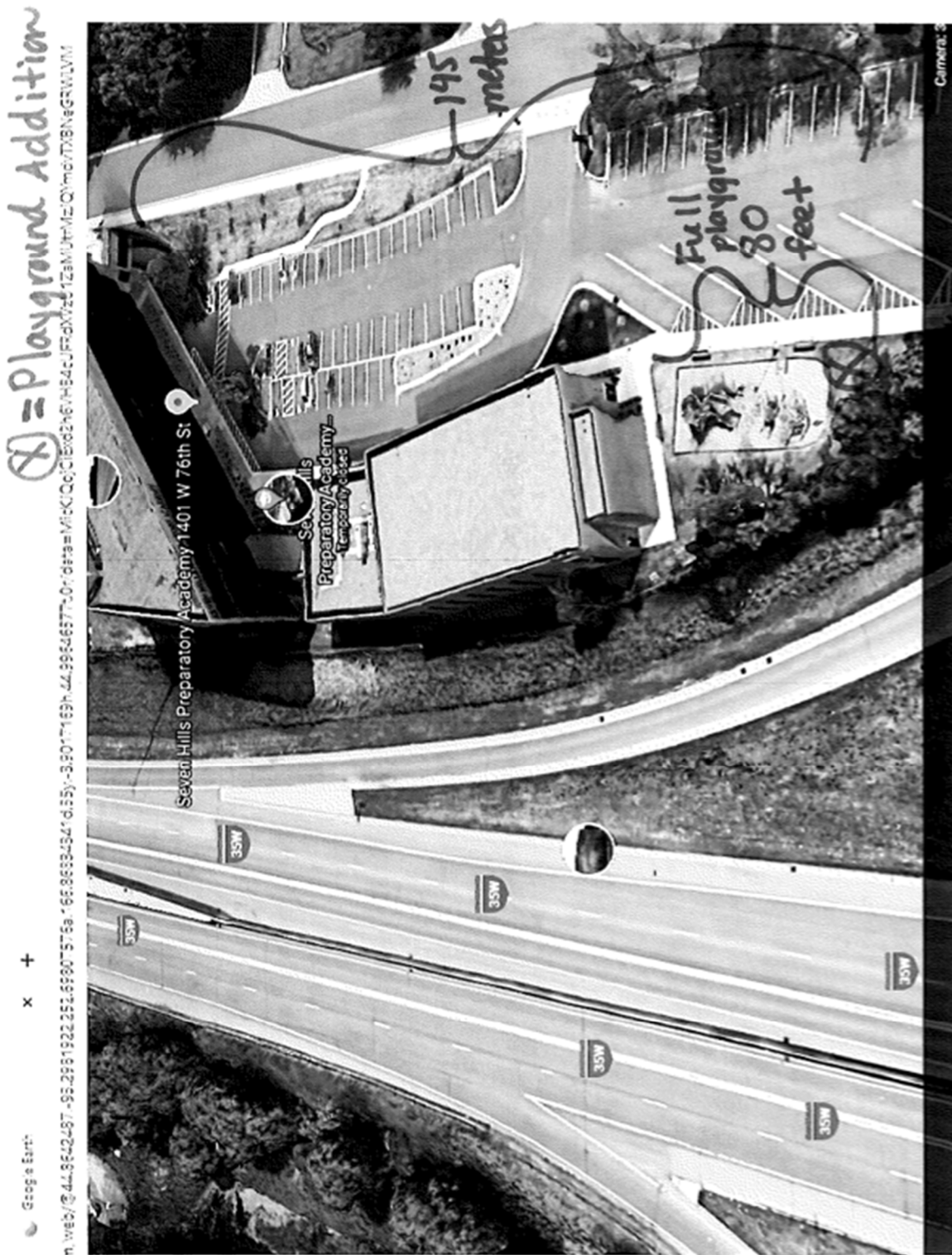
NOTARY STAMP OR SEAL

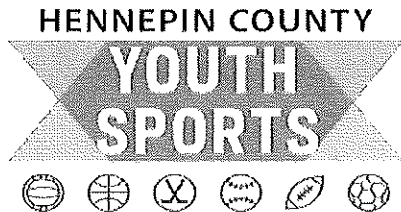
EXHIBIT A
Legal Description of the Subject Property

PID: 33-028-24-43-0019

Lot 1, Block 1, Bourbon and Basin First Addition, according to the plat thereof on file and of record in the Office of the County Recorder, Hennepin County, Minnesota.

EXHIBIT B
Depiction of Playground Property





Hennepin Youth Sports Program Playground Application Spring 2020

Local Government Unit (LGU) Information

LGU Legal Name	City of Richfield
Mailing Address	
City, State, Zip Code	
Application Contact and Title	Carolyn Farrell, Principal, Seven Hills Prep Academy
Contact Telephone Number	612-314-7602
Contact Email Address	cfarrello@shpamn.org
Name & address of location of the playground	Seven Hills Preparatory Academy 1401 West 76th Street Richfield, MN 55423
HC District # of location	5

EXECUTION

The LGU above has reviewed this application and believes it is consistent with its athletic or recreational program goals. The LGU is prepared to be the fiscal agent for the award, to disburse the funds, and ensure the funds are used for the equipment listed here.

IN WITNESS THEREOF,

The LGU has caused this application to be executed on:

(signature here)

(print name here)

Date

Title (must have signature authority for the amount of the matching funds)

Project Cost - attach a bid

Matching funds	
Grant request (\$25,000 maximum)	
Total project cost	\$ -

March 30, 2020

Dear Minnesota Amateur Sports Commission,

Enclosed you will find Seven Hills Preparatory Academy's completed application for a Hennepin Youth Sports Program Playground Grant for Spring 2020. Our goal is to add to our current playground structure as we are adding an additional 250 students to complete our K-8 school program. Currently, our students use the playground every day and for one month in the summer during summer school. Enclosed you will find support from the City of Richfield which includes a Covenant with the City of Richfield, a vendor bid, structural designs, proposed site plans, and letters of community support. You will also find the correspondence with Mrs. Debbie Goettel from the Hennepin County Commissioner's Office with her full support.

As an award-winning, high quality K-8 charter public school with campuses in both Bloomington and Richfield, we provide a content-rich Classical education model and believe in the benefits of physical activity for the healthy development of children and youth. We appreciate this opportunity to expand our playground to accompany and support physical and social emotional development for our growing student body at our Richfield Campus.

We look forward to the additional funding support for this playground that is made possible by the Hennepin Youth Sports Program. Thank you for making this valuable opportunity available to our school here at Seven Hills Preparatory Academy.

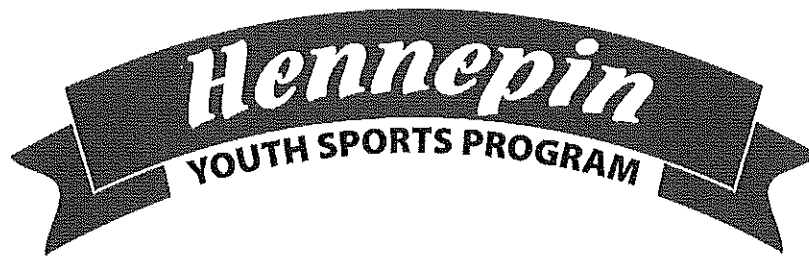
Sincerely,


Carolyn Farrell

Principal

Richfield Campus

Seven Hills Preparatory Academy



Requirements for a Covenant between a Local Government Unit and a Private Land Owner

In cases where a local government unit (LGU) is awarded a grant for a facility on private land, the private land owner (Owner), with the LGU, shall execute a covenant to run with the land.

The covenant will be constructed by the LGU, which is solely responsible for any legal fees arising from the construction and execution of the covenant. The covenant shall also be subject to the review of the Hennepin County Attorney's Office, and must include the following elements:

1. The covenant shall be in writing.
2. The covenant shall demonstrate the benefits it provides the LGU and Owner.
3. The covenant shall apply to and bind successors of the LGU and/or Owner.
4. The covenant shall be recorded.
5. The Owner shall provide written notice as to the terms of the covenant to successor owners prior to the sale of the land.
6. The covenant shall ensure the public may enjoy the use of the land for youth activities and/or youth and amateur athletics as described in the facility grant application.
7. The Owner may not modify the land from its intended public use without written consent of the LGU.
8. The covenant shall be in effect for fifteen (15) years, the expected life of the public improvement. During this time, the Owner shall ensure the land is used for the purposes described in paragraph 6 and is available to otherwise be used by the public for reasonable periods of time as agreed to by the LGU.
9. If, during the time period when the covenant is effective, the land is not used for the purposes described in paragraph 6 and/or is not reasonably available for public use, the Owner shall repay the LGU the full amount of the Grant and other funds provided to the Owner from the LGU.
10. The covenant shall not violate the law.
11. The covenant shall not violate the public policies of the LGU.



Recreation Services Department

April 13, 2020

To Whom it May Concern:

MAYOR

MARIA REGAN

GONZALEZ

As the Recreation Services Director for the City of Richfield, Minnesota, I understand how important it is for children to participate in physical activity. Having a safe and engaging play space for youth is a key part of having a healthy community.

CITY COUNCIL

EDWINA GARCIA

MARY SUPPLE

SIMON TRAUTMANN

BEN WHALEN

I am writing this letter to express my full support of our fellow Richfield community members at Seven Hills Preparatory Academy as they submit a request for funding for the Hennepin County 2020 Spring Playground and Equipment Grant. Seven Hills Preparatory Academy has been a great member of the community for over ten years and we always look forward to working with them to serve their students and families in the Richfield area.

CITY MANAGER

KATIE RODRIGUEZ

Thank you for your time and consideration in this grant request. Please reach out to me directly with any questions you may have at 612-861-9394.

Sincerely,

Dr. Amy Markle

Recreation Services Director



March 1, 2017

On behalf of the Richfield Chamber of Commerce I would like to convey The Chamber's support of the 2017 Hennepin County Spring Playground Grant as applied for by Seven Hills Preparatory Academy (a K-8 Charter Public School). Only 1 in 3 children are physically active everyday; Which leads to poor health habits later in life. Less than 5% of adults participate in 30minutes of physical activity every day. The Chamber believes there are 3 main benefits to our youth who participate in a physically active lifestyle, Health, Psychological and Social.

Health Benefits

- Staying physically fit. Active kids are more likely to be fit and in shape.
- Learning motor skills. Dribbling a ball or running through playground obstacles teaches valuable motor skills.
- Less likely to be overweight. Children who are physically active typically remain at normal weights throughout their childhood and into adulthood.
- Less likely to develop type 2 diabetes. This type of diabetes is caused by a lack of activity.
- Active Kids are more likely to exercise as adults. The habit of physical exercise is more likely to carry over to adults who had active lifestyles as children.

Psychological Benefits

- Reduces stress and depression. Statistics show that students who are active are less likely to suffer from these two things.
- Leadership skills. These skills are learned through many activities and will carry on through adulthood.

Social Benefits

- Drug and alcohol abuse prevention. Active kids are less likely to begin smoking.

- A sense of community belonging. This can actually increase children's self-esteem and confidence.
- Academic success. According to the National Center for Education Statistics, active children go on to play sports in high school & are more likely to be academically successful. They are more likely to graduate high school and more likely to attend college

Healthy habits in youth directly relate to the health and productivity of adults. The Chamber supports Seven Hills Preparatory Academy and their request for grant funds, from the 2017 Hennepin County Spring Playground Grant Committee, to help them promote these healthy habits in the youth of our community. Thank you for your consideration.

Sincerely,



Anne Schultz

Interim President

Richfield Chamber of Commerce

6625 Lyndale Ave South Suite 440

Richfield, MN 55423

www.richfieldmnchamber.org

March 20, 2020

Dear Minnesota Amateur Sports Committee,

Thank you so much for the opportunity to expand our playground system at Seven Hills Preparatory Academy – Richfield Campus. As both an educator at SHPA and the parent of a child that attends this school, I am keenly aware of the necessity for a safe and engaging play structure for our students.

Our school prioritizes a rigorous education including the focus on physical fitness and the fine arts. Benefits to our students of having a play structure at school include: Increased engagement in the classroom, reduced stress or anxiety, help build positive relationships between students, and help develop healthy muscles and bones.

Our playground structure helps us to attract families to our school as well as keep existing families.

Sincerely,
Kim Grutsch
Elementary Literacy Specialist



March 4, 2017

To Whom It May Concern:

As the Executive Director and Founder of Partnership Academy Charter School in Richfield, Minnesota, I understand how important it is for children to participate in at least 60 minutes of physical activity every day. Research has shown that students are able to more successful in the classroom after having opportunities to be physically active throughout the day. Having a safe and engaging play space for students is one of the most important components of a school.

I am writing this letter with my full support for my colleagues and fellow Richfield community members at Seven Hills Preparatory Academy as they submit a request for funding for the Hennepin County 2017 Spring Playground and Equipment Grant. Seven Hills Preparatory Academy has been a great partner to our school for over ten years. In fact, a large majority of our graduating fifth graders move on to attend middle school there. Seven Hills Preparatory Academy has been a great community partner and we look forward to continuing to work together to serve students and families in the Richfield area for many more years to come.

Thank you for your time and consideration for the grant request of Seven Hills Preparatory Academy. Please feel free to reach out to me directly with any questions you may have at 612-866-3630 ext. 215.

Respectfully yours,

Lisa Hendricks

Lisa Hendricks
Executive Director/Founder



Carolyn Farrell <cfarrell@shpamn.org>

RE: [External] Hennepin Youth Sports Program Playground Application

1 message

Debbie Goettel <Debbie.Goettel@hennepin.us>
To: Carolyn Farrell <cfarrell@shpamn.org>
Cc: Michael Ohama <Michael.Ohama@hennepin.us>

Tue, Mar 17, 2020 at 1:02 PM

Carolyn,

I only hear great things about Seven Hill Academy. I have visited the campus some time ago before the playground was erected. I look forward to helping you with your next proposal. I have copied Michael Ohama in this email. He is the staff person who can assist you and help with questions as you proceed.

Thank you for reaching out to our office.

Regards,

Debbie

From: Carolyn Farrell <cfarrell@shpamn.org>
Sent: Tuesday, March 17, 2020 11:34 AM
To: Debbie Goettel <Debbie.Goettel@hennepin.us>
Subject: [External] Hennepin Youth Sports Program Playground Application

Dear Commissioner Debbie Goettel,

My name is Carolyn Farrell and I am the Principal at Seven Hills Preparatory Academy, our Richfield Campus. Seven Hills Preparatory Academy is again working with the Hennepin Youth Sports Program to secure funds and provide an addition to our current playground structure. Our goal is to add to our current playground structure as we are adding an additional 250 students to complete our K-8 school program.

As an award-winning, high quality K-8 charter public school with campuses in both Bloomington and Richfield, we provide a content-rich Classical education model and believe in the benefits of physical activity for the healthy development of children and youth. We appreciate this opportunity to potentially expand our playground to accompany and support physical and social emotional development for our growing student body at our Richfield Campus.

Thank you for listening and learning about this possible opportunity for Seven Hills Preparatory Academy.

Sincerely,

Carolyn Farrell

Carolyn Farrell

Principal

Seven Hills Preparatory Academy-Richfield Campus

1401 West 76th Street

Richfield, MN 55425

Phone: (612)314-7602

Fax: (612)314-6709

Seven Hills Preparatory Academy engages students in a rigorous Classical education, designed to prepare each one for strong citizenship and life-long learning.

CAUTION: This email was sent from outside of Hennepin County. Unless you recognize the sender and know the content, do not click links or open attachments.

Disclaimer: If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.

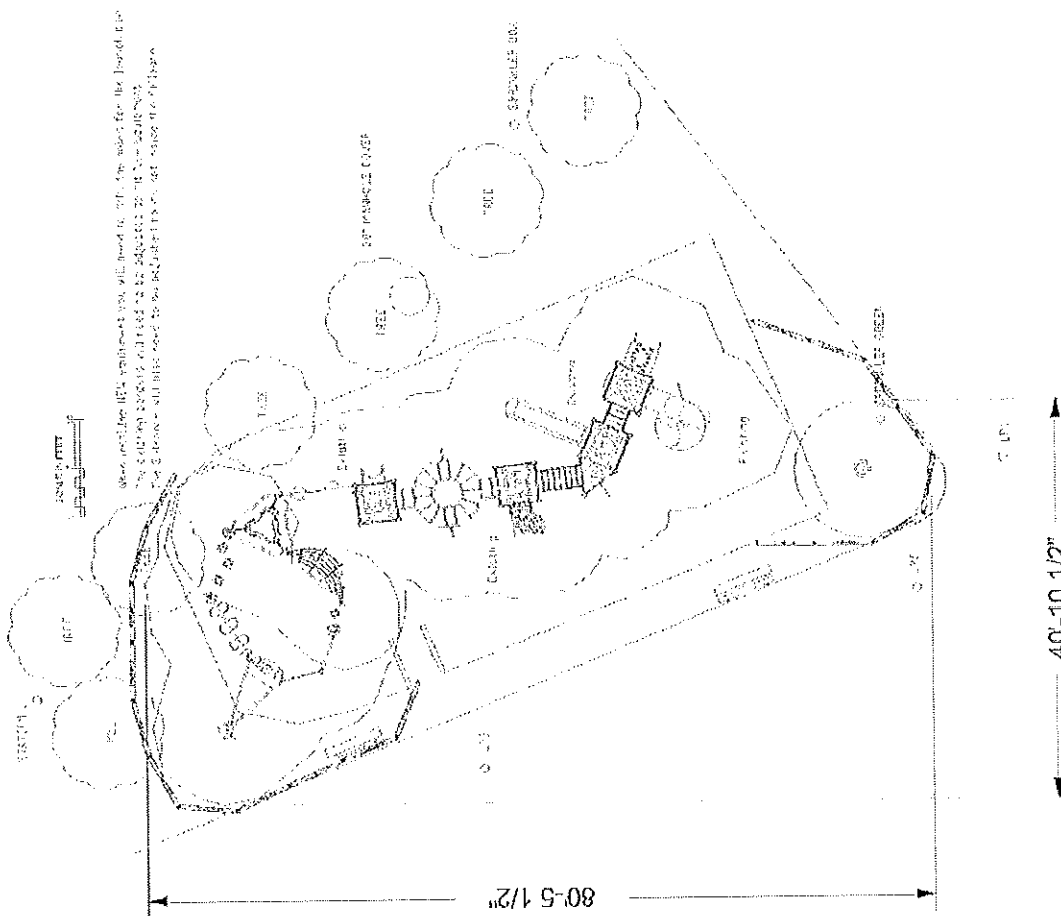
INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA
773 SQ. FT.
PERIMETER
147 FT.

STRUCTURE SIZE
80' 6" x 40' 10"
STRUCTURE IS DESIGNED
FOR CHILDREN AGES
☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F-957.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC Handbook for
Public Playgrounds Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL

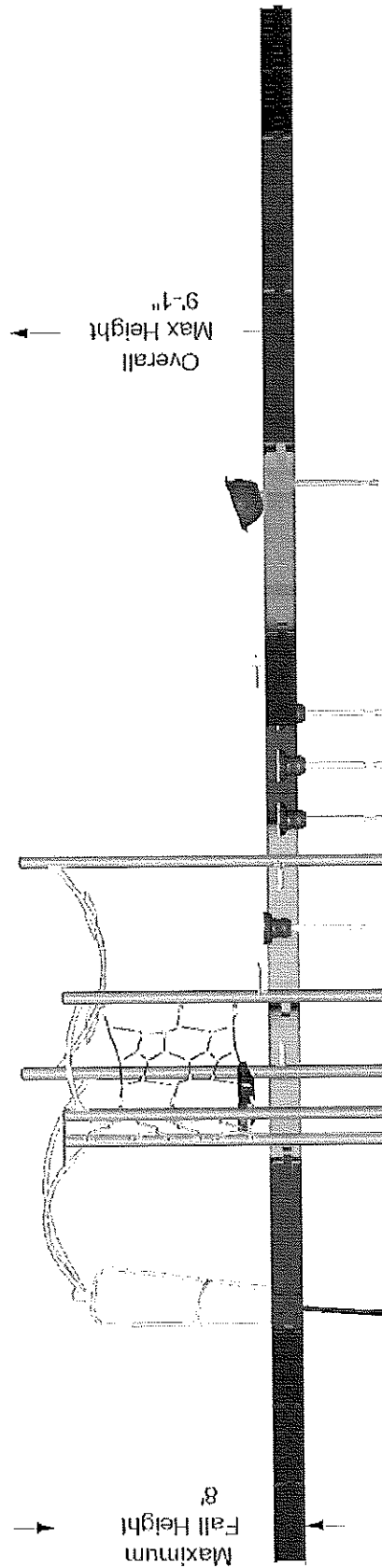
ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF ELEVATED PLAY EVENTS	10
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 10
NUMBER OF GROUND LEVEL PLAY EVENTS	PROVIDED: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 0

SERIES: Basics, Intensity
SITE PLAN
DRAWN BY: Kari Champeau

Seven Hills Preparatory Academy
1401 West 76th Street
Richfield, MN 55423

St. Croix Recreation Company, Inc.
100-124921-1



The protective surfacing for this design must accomodate the critical fall height.

March 31, 2020

SERIES: Basics, Intensity

ELEVATION PLAN

DRAWN BY: Kari Champeau

Seven Hills Preparatory Academy

1401 West 76th Street

Richfield, MN 55123

St. Croix Recreation Company, Inc.

100-124921-1



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Proposal Prepared for:

Carolyn Farrell
Seven Hills Preparatory Academy
1401 West 76th Street
Richfield, MN 55423
Phone: (612)314-7602

Project Location:

Seven Hills Preparatory Academy
1401 West 76th Street
Richfield, MN 55423

Proposal Prepared by:

St. Croix Recreation Company, Inc.
1826 Tower Dr W
Stillwater, MN 55082
Phone: 651-430-1247
Fax: 651-430-9231
jj@stcroixrec.com

Christopher Johnsen
Phone: 651-430-1247
Fax: 651-430-9231
cj@stcroixrec.com

Component No.	Description	Qty	Weight	Ext. Weight	Price	Ext. Price
6' Stone Borders						
046-0053	6ft STONEBORDER/2 DRIVE PINS	19 32	608	\$70	\$1,330	
List Price: \$1,330						
Burke Basics						
560-0453	STEP SPOT POD 8-16"	4 19	76	\$288	\$1,152	
560-2573	KIDFORCE SPINNER	1 43	43	\$730	\$730	
List Price: \$1,882						
Intensity						
370-0027	LAUNCH PAD	3 9	27	\$250	\$750	
370-0868	TREE BRANCH CLIMBER-4	1 33	33	\$600	\$600	
370-1588	SPINNER, EXTREME CYCLONE	1 143	143	\$3,021	\$3,021	
370-1608	OVISTEP LAUNCH PAD	1 10	10	\$250	\$250	
370-1610	ATHLETIC ARCH OH	1 45	45	\$809	\$809	
370-1616	TAKTIKS, TALL ROPE WALL	1 31	31	\$1,615	\$1,615	
470-0101	DYNAMIC PAD	1 27	27	\$589	\$589	
List Price: \$7,634						
Nucleus						
600-0104	NPPS SUPERVISION SAFETY KIT	1 3	3	\$0	\$0	
660-0103	MAINTENANCE KIT, STRUCTURE	1 7	7	\$0	\$0	
660-0104	INSTALLATION KIT, STRUCTURE	1 5	5	\$0	\$0	
670-0165	POST ASSEMBLY 5" OD X 123"	3 66	198	\$353	\$1,059	
670-0166	POST ASSEMBLY 5" OD X 139"	2 74	148	\$375	\$750	
List Price: \$1,809						

Total User Capacity:

25



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Selected Color List

Color Group

Color

Phase 1

Accessory	Tan
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
Rotomolded	Blue
Post	Olive
1 Color Extruded/Flat	Blue
Intensity/Rocky Mountain	Blue

Phase 2

Rotomolded	Blue
Post	Olive

The colors listed may not reflect color options chosen for any high-quality, rendered 3Ds.

Seven Hills Prep grant numbers

Playground	\$ 11,325.00
borders	\$ 1,330.00
Freight	\$ 1,198.60
Saftey First	\$ 6,146.40
Budget	\$ 20,000.00

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 02 2017



SHPA ABC
8600 BLOOMINGTON AVE S
BLOOMINGTON, MN 55425

Employer Identification Number:
30-0961319
DLN:
17053054381037
Contact Person:
JOSEPH LAUX ID# 31077
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(3)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 9, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Specifically, we determined you're a Type I supporting organization under IRC Section 509(a)(3). A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported charities.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

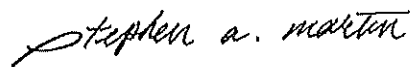
Letter 947

SHPA ABC

which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

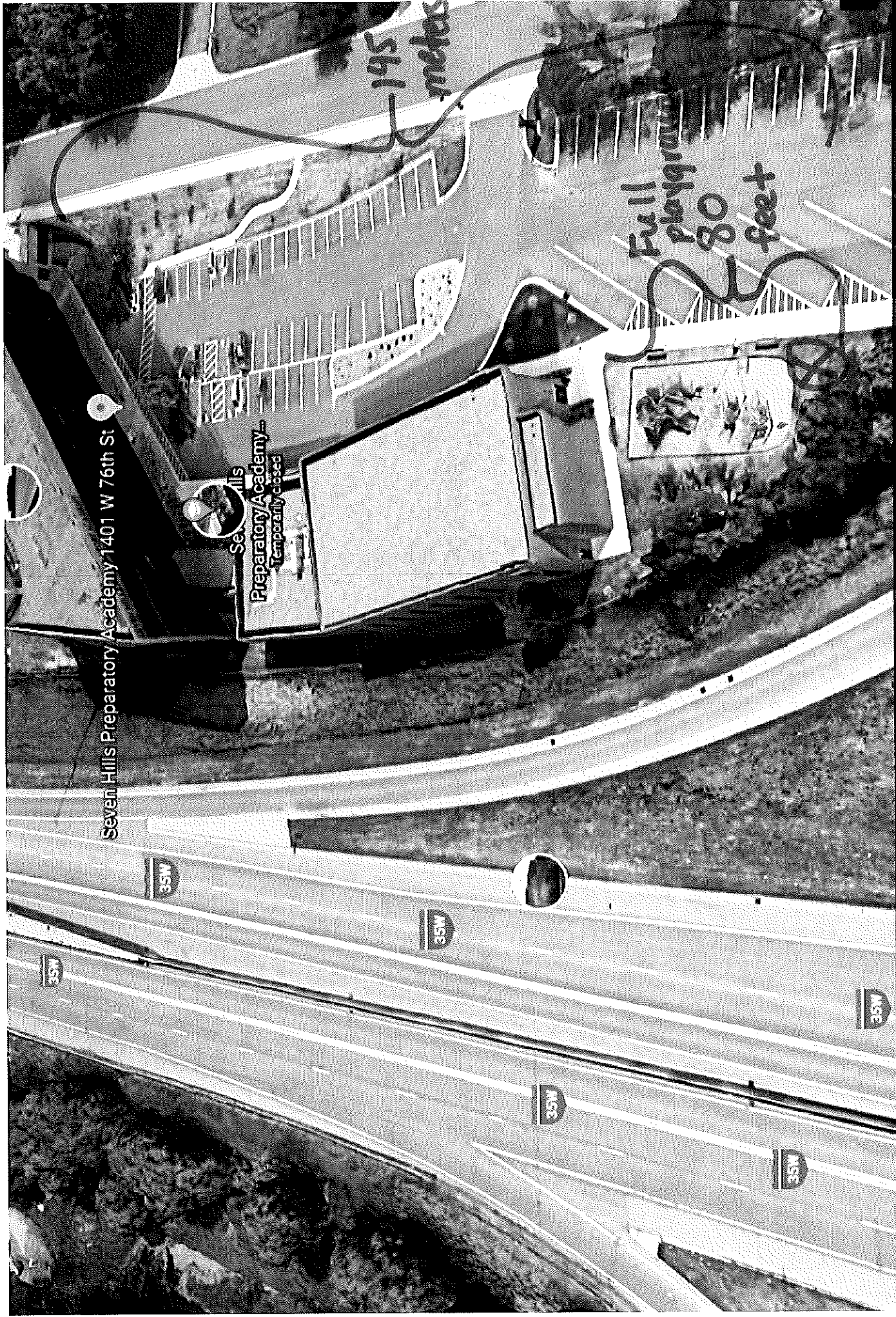
Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin". The signature is written in dark ink and is positioned below the word "Sincerely,".

Director, Exempt Organizations
Rulings and Agreements

ⓧ = Playground Addition

web/@44.8542487_-95.2961922_252.69807576a_166.86834341d.55y_-3.9017169h_44.99646577c0r?data=MicKJQoJCiExd2h6/HB4cJFRdXVz01aMUHMiZlQYmc7fXBNaGRWLVVM







STAFF REPORT NO. 53
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/22/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution supporting a Livable Communities Demonstration Act Pre-Development grant application to the Metropolitan Council to support the redevelopment of 6501 Penn Avenue South.

EXECUTIVE SUMMARY:

The Housing and Redevelopment Authority (HRA) is working with NHH Companies and Boisclair Corporation (Developer) to redevelop 6501 Penn Avenue South with a mixed-use development of housing and commercial space. The Developer is proposing to submit a request for a Livable Communities Demonstration Account (LCDA) Fund grant to support pre-development and planning activities for the site.

The Metropolitan Council has issued a Request for Proposals for the LCDA Fund. The LCDA offers grants to support development projects that:

- Connect housing, jobs, civic sites, retail centers and local/regional transportation systems.
- Demonstrate a variety of housing densities, types & costs, creative placemaking, environmentally sensitive development, and compact land use.
- Catalyze additional development that efficiently uses land and infrastructure, and supports vibrant, diverse communities.

Pre-development grants of up to \$100,000 are available to support development planning activities, including project planning activities, financial and site analysis, and community engagement activities.

Applications are due on May 1, 2020, and a resolution of support is required with the application.

RECOMMENDED ACTION:

By motion: Adopt a resolution supporting the submittal of an application to the Metropolitan Council for a Livable Communities Demonstration Account Fund Pre-Development grant to support the redevelopment of 6501 Penn Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The HRA purchased 6501 Penn Avenue South in January 2019. The development project area may also include two adjacent parcels at 6500 Oliver Avenue South, which is owned by the HRA, and 6504 Oliver Avenue South, which is owned by the Developer.
- The HRA approved a Preliminary Development Agreement with the Developer on January 21.

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

- The Metropolitan Council requires the City to be the applicant and to submit a resolution in support of the grant application.
- It is the City's policy to seek grant funding when available and as appropriate.

C. CRITICAL TIMING ISSUES:

- The grant application is due on May 1, 2020, and a resolution of support needs to be submitted as part of the application.
- Approval of the application would be awarded in July.
- Funds must be expended within two years of the grant award.
- The next steps in the development planning were to define the level of affordability for the housing component, refine the site plan, and to engage neighbors and the community in the process; however, work on these items has been slowed by the COVID-19 crisis and the Stay at Home order. Applying for preliminary development funds offers an opportunity to move forward with planning for the project.

D. FINANCIAL IMPACT:

- A maximum of \$100,000 is available for pre-development activities.
- A 25% local match is required. The money already spent by the HRA to acquire the property will meet the match requirements.

E. LEGAL CONSIDERATION:

- The Pre-Development Agreement approved by the Housing and Redevelopment Authority (HRA) on January 21, 2020, requires the Developer to submit grant applications, as appropriate.
- The City will be required to enter into a grant agreement with the Metropolitan Council, if funding is awarded.
- The City Attorney will review the grant agreement prior to execution.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter

RESOLUTION NO. _____

**CITY OF RICHFIELD, MINNESOTA RESOLUTION IDENTIFYING THE NEED FOR
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT (“LCDA”) FUNDING AND
AUTHORIZING AN APPLICATION FOR GRANT FUNDS**

WHEREAS, the City is a participant in the Metropolitan Livable Communities Act (“LCA”) Local Housing Incentives Account Program for 2020 as determined by the Metropolitan Council, and is therefore eligible to apply for LCA Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project(s) within the City that meets LCDA purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to adequately manage an LCDA grant; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City acknowledges LCDA grants are intended to fund projects or project components that can serve as models, examples or prototypes for LCDA development or redevelopment elsewhere in the Region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council’s Livable Communities LCDA initiative during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of LCDA grant funding.

NOW, THEREFORE, BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City’s development goals and priorities for the proposed LCDA Project(s) to occur at this particular site, 6501 Penn Avenue, and at this particular time.

2. Finds that the LCDA Project component(s) for which Livable Communities LCDA funding is sought: (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and (b) will occur within the term of

the grant award (two years for Pre-Development grants and three years for Development grants) only if Livable Communities LCDA funding is made available for this project(s) at this time.

3. Authorizes its staff to submit on behalf of the City one or more applications for Metropolitan Council Livable Communities LCDA grant funds for the LCDA Project components identified in the application, and to execute such agreements as may be necessary to implement the LCDA Project on behalf of the City.

Adopted this 28th day of April, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 54
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer
4/21/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution approving the Statewide Public Works Joint Powers Mutual Aid Agreement and Equipment Sharing Agreement.

EXECUTIVE SUMMARY:

Cities have broad powers to enter into intergovernmental agreements with other governmental units. Minnesota Statutes, Chapter 12 is known as the Minnesota Emergency Management Act and authorizes cities and other political subdivisions to develop mutual aid arrangements for reciprocal emergency management aid and assistance in an emergency or disaster too great to be dealt with unassisted.

Section 12.331 provides that unless there is a written agreement under Section 471.59 between the political subdivisions establishing the rules for conducting emergency management activities, the provisions of Section 12.331 apply regarding worker's compensation, liability, damage to equipment and reimbursement. Section 12.331 was passed by the Minnesota Legislature in 1998 following the devastating St. Peter tornadoes and the flooding in East Grand Forks. It was intended to allow for emergency assistance in large scale emergencies for which it would be difficult to make plans in advance.

Even though cities can rely on Section 12.331 in the absence of a written agreement under Section 471.59, it is generally better to have a written agreement in place prior to needing assistance. Some of the reasons a written agreement is preferred include the following:

- A written agreement is likely to be more detailed than relying on Section 12.331 relating to unwritten agreements. It can establish specific procedures and protocols for requesting and providing assistance and may provide for more rapid assistance.
- A written agreement allows a city to pick the other parties in advance.
- Changes to Section 12.331 cannot be made. A written agreement allow the parties to negotiate specific provisions. For example, a written agreement might provide that a party will not charge for assistance for a certain period of time. Reimbursement begins at hour one under Section 12.331.
- Chapter 12 only applies to emergencies. Mutual aid agreements under Section 471.59 can apply to any kind of assistance; an emergency is not required.
- Mutual aid under Chapter 12 is limited to a few types of political subdivisions. Section 471.59 authorizes mutual aid agreements by and among many different types of entities.

RECOMMENDED ACTION:

By Motion: Adopt the resolution approving the Statewide Public Works Joint Powers Mutual Aid

Agreement and Equipment Sharing Agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See Executive Summary and attached fact sheets.

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

Minnesota Statutes, Chapter 12 is known as the Minnesota Emergency Management Act and authorizes cities and other political subdivisions to develop mutual aid arrangements for reciprocal emergency management aid and assistance in an emergency or disaster too great to be dealt with unassisted.

C. CRITICAL TIMING ISSUES:

Given the current global pandemic, entering into this mutual aid agreement will ensure Richfield is best suited to both provide and call upon others for assistance if it is needed now or in the future.

D. FINANCIAL IMPACT:

- There is no membership or other fixed cost to participate in this agreement.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that “charges may be levied”, so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Resolution	Resolution Letter
❑ Mutual Aid Fact Sheet	Exhibit
❑ Equipment Sharing Fact Sheet	Exhibit
❑ Statewide Public Works Mutual Aid Agreement	Contract/Agreement
❑ Statewide Public Works Equipment Sharing Agreement	Contract/Agreement

RESOLUTION NO.

**RESOLUTION APPROVING THE STATEWIDE PUBLIC WORKS JOINT POWERS
MUTUAL AID AGREEMENT AND EQUIPMENT SHARING AGREEMENT**

WHEREAS, the City of Richfield recognizes the need for agreements that provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota;

WHEREAS, the City of Richfield has determined that joining the Statewide Public Works Joint Powers Mutual Aid Agreement and Equipment Sharing Agreement will provide it the greatest amount of choice, flexibility, and responsiveness in the event of an emergency or otherwise;

WHEREAS, the City of Richfield desires to enter into said agreements which shall become effective following the approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, that it authorizes the Statewide Public Works Joint Powers Mutual Aid Agreement and Equipment Sharing Agreement and directs the Mayor and City Manager to execute the agreements.

Adopted by the City Council of the City of Richfield, Minnesota this 28th Day of April, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Minnesota Statewide Public Works Mutual Aid Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- This is a Joint Powers Agreement that specifically allows a requesting party to select the resources that best meets the needs of a given situation.
- Only governmental units as defined by Minnesota Statutes, Section 471.59, subd. 1 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party.
- The Joint Powers Agreement should not be interpreted as being limited to only being able to request assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- For liability reasons, management of a mutual aid situation is under the control of the requesting party.
- The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.
- Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that “charges may be levied”, so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided. That said, any joint training effort is exempt from billing.
- Each Party shall be responsible for its own personnel and equipment and for injuries or death to its personnel or damage to its equipment. Responding personnel shall be deemed to be performing their regular duties for each respective sending party for purposes of workers’ compensation.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov

Minnesota Statewide Equipment Loan Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- The agreement is an extension of the Public Works Joint Power Mutual Aid Agreement, so both parties must already be party to the Public Works Joint Power Mutual Aid Agreement before entering into this agreement.
- Equipment loaned under this agreement is limited to items with a replacement value of no greater than \$500,000 (as determined by the equipment owner).
- The only three things that need to be worked out between the Parties are:
 - What equipment is to be loaned;
 - How long it is to be loaned; and
 - How much (if any) the party loaning the equipment will be reimbursed.
- This is a Joint Powers Agreement that allows a sending party to determine which of its equipment to make available to others and a requesting party to select the equipment it desires to borrow.
- Only governmental units as defined by Minnesota Statutes, section 471.59 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually request equipment from any other participating party for mutual aid. There is no requirement to make requests through a particular 3rd party.
- This agreement is not limited to requests for assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- The sending party has discretion whether to provide equipment and can recall the equipment at any time.
- The requesting (receiving) party is responsible for transporting the equipment, providing trained operators, routine maintenance, liability and equipment insurance, workers compensation, repair/compensate for damages, storing the equipment in a safe and secure place, and returning it to the sending party in the same condition as it was received (normal wear and tear excepted).
- Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov.

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, 2018.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is made and entered into as of the ___ day of _____, 20___ by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto.

RECITALS

- A. Each Party has certain public works Equipment that can be utilized by other Parties for use in carrying out their respective duties to keep public infrastructure properly maintained and to protect the public health, safety, and welfare in a cost-effective manner.
- B. It is the best interests of the Parties and their respective taxpayers to enter into an agreement to set out a process by which a Party may request the use of certain equipment of another Party and to set out the terms under which such equipment will be made available.
- C. This Agreement is an extension of the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement the parties have adopted and which is a prerequisite to entering into this Agreement.
- D. In order to reduce the financial risks associated with loaning Equipment, this Agreement is limited to only loaning Equipment that has a replacement value of no greater than \$500,000 as determined by the Party who owns the equipment.
- E. Hennepin County Emergency Management has agreed to receive and maintain the contact information for the Parties that have entered into this Agreement in order to facilitate requests to borrow equipment.
- F. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint and cooperative exercise of powers common to the parties. Each of the Parties to this Agreement is authorized to own and operate Equipment and so may enter into a joint powers agreement to share such Equipment.

AGREEMENT

The Parties to this Agreement hereby agree as follows:

- 1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) **Agreement.** "Agreement" means this Equipment Loan Agreement.
 - (b) **Eligible Party.** "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1 that has entered into the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement.

- (c) Equipment. "Equipment" means any equipment, vehicles, or other property owned by a Party that has a replacement value of under \$500,000 as determined by the Party who owns the equipment.
 - (d) HCEM. "HCEM" means Hennepin County Emergency Management or its designee.
 - (e) Party and Parties. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.
 - (f) Requesting Official. "Requesting Official" means a person who is designated by the Requesting Party to request the loan of one or more pieces of Equipment from another Party.
 - (g) Requesting Party. "Requesting Party" means a Party that requests to loan one or more pieces of Equipment from a Sending Party.
 - (h) Sending Official. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should loan one or more pieces of its Equipment to a Requesting Party.
 - (i) Sending Party. "Sending Party" means a Party that loans one or more pieces of Equipment to a Requesting Party.
2. **Designate Officials**. The governing body of each Party shall designate one or more employees or elected officials to serve as a Requesting Official that is authorized to request Equipment from another Party. The governing body of each Party shall also designate one or more employees or elected officials to serve as a Sending Official that is authorized to loan Equipment to another Party. Each Party shall provide the names and contact information regarding its designated Requesting Official and Sending Official to HCEM.
3. **Requesting Equipment**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Equipment from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish the requested Equipment. The Parties understand that this Agreement is limited to Equipment that has a replacement value of under \$500,000 as determined by the Party that owns the Equipment. Any piece of Equipment that has a replacement value of \$500,000 or greater may not be loaned or borrowed pursuant to this Agreement. The Sending Party has the sole discretion of determining whether to loan the requested Equipment to the Requesting Party and shall in no way be held liable for denying a request.
4. **Fees**. The Requesting Official and the Sending Official shall mutually agree on whether a fee shall be charged for use of the Equipment. The Requesting Official and the Sending Official may determine that no fee will be charged. If a fee is to be charged, the amount of the fee must be documented in writing and mutually agreed upon before any Equipment is loaned. Such writing may be by email or any other written form. If a fee is

charged, the Sending Party shall submit an invoice to the Receiving Party within 30 days after the Equipment is returned to the Sending Party. The Receiving Party shall pay the invoice within 30 days after receipt of the invoice.

5. **Loan Period.** Prior to sending the Equipment, the Requesting Official and the Sending Official shall agree on the length of the period during which the Requesting Party may use the Equipment. The Requesting Official and the Sending Official may agree to modify the loan period.
6. **Recalling Equipment.** Whenever a Sending Party has provided one or more pieces of Equipment to a Requesting Party, the Sending Official may at any time, regardless of the agreed upon loan period, recall any of the Equipment it loaned if the Sending Official determines, in his or her best judgment, such recall is necessary to provide for the best interests of the Sending Party's community. Such action shall not result in liability to any Party and each Party hereby waives all claims against another Party for recalling any Equipment.
7. **Requesting Party's Responsibilities.** A Requesting Party that receives one or more pieces of Equipment from a Sending Party shall, during the entire period in which the Requesting Party has possession of the Equipment, be responsible for each of the following:
 - (a) **Transporting.** Transporting the Equipment to and from the Sending Party's location;
 - (b) **Examining the Equipment.** Examining the Equipment upon receipt to determine its suitability for the Requesting Party's intended use;
 - (c) **Trained Operators.** Ensuring that only properly trained and licensed personnel are allowed to operate the Equipment;
 - (d) **Routine Maintenance.** Conducting any routine maintenance required to operate the Equipment. Routine maintenance includes, but is not limited to, supplying fuel, lubricants, fluids, repairing flat tires, and other items that are typically incidental to the use of the Equipment;
 - (e) **Liability and Equipment Insurance.** Maintaining liability, property, automobile, and such other insurance coverages as may be needed to cover its operation of the Equipment. The Requesting Party's coverage shall be primary and non-contributory to any other coverage available to the Sending Party. The Requesting Party shall also be entitled to maintain a program of self-insurance. The Sending Party may require proof of insurance coverage from the Requesting Party before agreeing to loan its Equipment;
 - (f) **Workers' Compensation.** Injuries to or death of its own personnel while using the Equipment. The Requesting Party shall maintain workers' compensation insurance or self-insurance covering its own personnel while they are using the Equipment. The Requesting Party waives the right to sue the Sending Party for any workers' compensation benefits paid to its own personnel or their

dependents, even if the injuries were caused wholly or partially by the negligence of the Sending Party or its officers, employees, volunteers, or agents;

- (g) **Damages.** Damages to or loss of the Equipment. At a minimum, the Requesting Party shall be obligated to either repair the Equipment or pay the mutually agreed upon actual cash value of the Equipment. The Sending Party shall be entitled to receive any insurance or coverage proceeds received by the Requesting Party that are in excess of the Equipment's actual cash value;
 - (h) **Storing.** Storing the Equipment in a safe and secure place; and
 - (i) **Returning.** Returning the Equipment to the Sending Party at the end of the agreed upon loan period or earlier if recalled by the Sending Party. The Equipment shall be returned in at least the same condition it was in when received, except normal wear and tear. Any Equipment using fuel or other fluids must be returned with at least the same level of fuel and fluids that the Equipment had when received by the Requesting Party.
8. **Indemnification.** To the fullest extent permitted by law, the Requesting Party agrees to defend, indemnify, and hold the Sending Party harmless against any claims brought or actions filed against the Sending Party or any officer, employee or agent of the Sending Party for injury to, death of, or damage to the property of any third person or persons, arising from the Requesting Party's use of the Equipment or the Requesting Party's failure to perform its obligations under this Agreement. The Requesting Party is not required to indemnify the Sending Party for claims arising from the Sending Party's own negligence or misconduct. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party.
9. **Liability.** To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provide further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party, except to the extent necessary to give effect to the indemnification provision in this Agreement.
10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
11. **Waiver.** The waiver by either the Requesting Party or the Sending Party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
12. **Entire Agreement.** This document, including the recitals and the documents expressly incorporated herein by reference, constitutes the entire agreement between the Parties regarding the lending and borrowing of Equipment. This Agreement is an extension of the Public Works Joint Powers Mutual Aid Agreement, which is incorporated herein. To

the extent there are any inconsistencies between the documents, the provisions of this Agreement shall be controlling with respect the lending and borrowing of Equipment by the Parties.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
14. **Savings Clause.** If any court of competent jurisdiction finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
15. **Withdrawal.** Any Party may withdraw from this Agreement by action of its governing body. The withdrawing Party shall send written notification of its withdrawal to HCEM. Any Party who withdraws from the Public Works Joint Powers Mutual Aid Agreement shall, as of the effective date of such withdrawal, be deemed to have also withdrawn from this Agreement.
16. **Effective Date and Termination.** This Agreement is effective on the date at least two Parties sign this Agreement. This Agreement will become effective as to additional Parties on the date executed by each such additional Party. This Agreement shall continue until terminated. This Agreement shall be deemed terminated if the Public Works Joint Powers Mutual Aid Agreement is terminated according to its terms, or if the number of Parties to this Agreement falls below 11. HCEM will notify the remaining Parties if this Agreement is terminated.
17. **No Third Party Rights.** This Agreement is solely for the benefit of the Parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the date below.

GOVERNMENTAL UNIT

Dated: _____

BY: _____

Its _____

AND: _____

Its _____



STAFF REPORT NO. 55
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/22/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution approving a final plat of the RF64 Townhomes Addition, related to the completion of a portion of the RF64 development at 65th Street and 16th Avenue.

EXECUTIVE SUMMARY:

Development plans for the RF64 project (previously known as "Cedar Point II") were first approved by the City Council in September 2018 and amended in December 2019. The project consists of two apartment buildings on Richfield Parkway and 64 townhomes (16 townhome buildings of 4 units each) along 16th Avenue. The first two townhome buildings (8 units) are currently under construction in the southwest corner of the project site, at 16th Avenue and 65th Street. The proposed final plat will subdivide the property into 8 townhome lots and various outlots for common areas. It is anticipated that a final plat for the remainder of the development will come before the Council later this year, as those phases begin construction.

The proposed plat has been reviewed by the City Attorney's office and Richfield Public Works. All comments have been addressed or included as stipulations in the resolution. While a public hearing is required by State Statute, the plat is a technical document dealing with the combination or division of land, and is not a reconsideration of land use approvals for the development. The proposed plat meets requirements and therefore staff recommends approval of the attached resolution.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion: Adopt a resolution approving a final plat of the RF64 Townhomes Addition.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Development Plans for RF64 were approved by the City Council on September 25, 2018 and amended on December 10, 2019. These approvals require the applicant to re-plat the properties prior to issuance of Certificates of Occupancy.
- The City Council approved a preliminary plat for the entire development on December 11, 2018. It is anticipated that a final plat for the remainder of the development will come before the Council later this year, as those phases begin construction.
- More information on the RF64 project is available at www.richfieldmn.gov/rf64

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

All plats or subdivisions of land must be approved by City Council resolution, pursuant to the provisions of Minnesota State Statutes 462.357.

C. CRITICAL TIMING ISSUES:

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding a plat unless the applicant agrees to an extension.
- A complete application was received on March 6, 2020. The Council must render a decision by July 4, 2020.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

Notice of this public hearing was published in the *Sun Current* newspaper on April 16, 2020. No comments have been received.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representative(s) of NHH Companies, LLC

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Plat	Exhibit
<input type="checkbox"/> Context map	Backup Material

RESOLUTION NO.
RESOLUTION GRANTING APPROVAL
OF A FINAL PLAT FOR RF64 TOWNHOMES

WHEREAS, Cedar Point Investments, LLC (“Applicant”) has requested approval of a final plat that combines and resubdivides land generally located at the northeast corner of 65th Street East and 16th Avenue South, on land that is legally described in the attached Exhibit A; and

WHEREAS, the proposed subdivision is to be known as RF64 TOWNHOMES; and

WHEREAS, a public hearing was held on the proposed plat of RF64 TOWNHOMES on Tuesday, April 28, 2020 at which all interested persons were given the opportunity to be heard; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, as follows:

1. The proposed plat of RF64 TOWNHOMES satisfies the requirements of the City’s subdivision ordinances.
2. Final approval of the plat of RF64 TOWNHOMES is granted with the following conditions:
 - a. The applicant must address to the City Attorney’s satisfaction all items listed in the plat opinion letter prepared by the City Attorney’s office.
 - b. The applicant must address any outstanding comments by the City’s Public Works Department regarding easements for drainage and utility purposes.
 - c. The Applicant must submit two mylar copies of the plat for signature by the City.
 - d. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within 60 days of the approval of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of April, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

EXHIBIT A

CURRENT LEGAL DESCRIPTION

Lots 7 and 8, Block 2, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota

RF64 TOWNHOMES

C.R. DOC. NO

KNOW ALL PERSONS BY THESE PRESENTS: That Cedar Point Investments, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the State of Minnesota, County of Hennepin, to wit:

Lots 7 and 8, Block 2, "IVERSON'S SECOND ADDITION"

Has caused the same to be surveyed and platted as RF64 TOWNHOMES and dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

In witness whereof said Cedar Point Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this day of ,20

Signed: Cedar Point Investments, LLC

By: Its:

STATE OF COUNTY OF This instrument was acknowledged before me this day of , 20

by its of Cedar Point Investments, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Signature My Commission Expires: Notary Public

SURVEYORS CERTIFICATE I Rory L. Synstellen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this day of , 20

Rory L. Synstellen, Licensed Land Surveyor Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF This instrument was acknowledged before me this day of , 20, by Rory L. Synstellen.

Notary Signature My Commission Expires: Notary Public

CITY COUNCIL, CITY OF RICHFIELD, MINNESOTA This plat of RF64 TOWNHOMES was approved and accepted by the City Council of the City of Richfield, Minnesota at a regular meeting held this day of , 20, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Sub. 2.

City Council, City of Richfield, Minnesota by , Mayor by , Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota I hereby certify that taxes payable in 20 and prior years have been paid for land described on this plat dated this day of , 20.

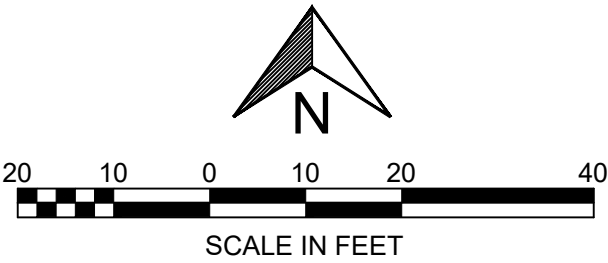
Mark V. Chapin, County Auditor By: Deputy

SURVEY DIVISION, Hennepin County, Minnesota Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this day of , 20.

Chris F. Mavis, County Surveyor By:

COUNTY RECORDER, Hennepin County, Minnesota I hereby certify that the within plat of RF64 TOWNHOMES was recorded in this office this day of , 20, at o'clock m.

Martin McCormick, County Recorder By: Deputy



Bearings are based on the West line of Block 2, "IVERSON'S SECOND ADDITION" having an assumed bearing of N 00°11'06" E

- Found Iron Monument (See Map for Type)
- 1/2 inch by 14 Iron Monument Set Marked "RLS 44565"

RF64 Development Site Context





STAFF REPORT NO. 56
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
4/22/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of an emergency ordinance to provide emergency rental assistance that will provide temporary relief for households in the City experiencing financial hardship due to the COVID-19 crisis.

EXECUTIVE SUMMARY:

The COVID-19 crisis (Crisis) is having a negative economic impact on Richfield residents. Job losses and reduction in income create food insecurity and housing instability, especially for low-income households. The City annually provides funding to Volunteers Enlisted to Assist People (VEAP) to provide emergency rent and food assistance to Richfield households earning less than 200% of the federal poverty guidelines, and VEAP has seen a significant increase in requests for assistance for both food and rent since the State's Stay at Home order was enacted.

In response to this increased need, the Housing and Redevelopment Authority (HRA) approved an Agreement with VEAP on April 20, 2020, providing \$30,000 in funding to expand its emergency rental assistance program to low-income renters financially impacted by the Crisis.

In order to authorize this rental assistance, the HRA and City Attorneys recommend that the City pass an emergency ordinance creating an Affordable Housing Trust Fund (Trust Fund). Rent assistance is an explicitly listed activity authorized in the Affordable Housing Trust Fund statute. The HRA would be the administrator of the Trust Fund and contribute funding from its Capital Improvement Fund. VEAP would then be provided funds from the Trust Fund for emergency rental assistance.

VEAP anticipates that the need for rental assistance due to the Crisis is likely to extend for several more months, which would require additional funding. The best way to provide additional funding, if needed, would be to create a permanent Affordable Housing Trust Fund through the regular City ordinance process. Work on this ordinance is underway, and the item will likely come before the Council for further consideration in May or June.

RECOMMENDED ACTION:

By motion:

1. Approve an emergency ordinance creating an Affordable Housing Trust Fund to provide emergency rental assistance for low-income Richfield renters impacted by the COVID-19 crisis.
2. Adopt a resolution authorizing summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Volunteers Enlisted to Assist People (VEAP) serves low-income families, children, seniors, and individuals at serious risk of hunger and homelessness. Serving the South Hennepin County communities of Bloomington, Richfield, Edina, and South Minneapolis, VEAP offers immediate and caring support through access to healthy foods, stable housing, and financial support and assistance. The City provides human services funds annually to VEAP to provide assistance to Richfield households earning up to 200% of the federal poverty level. VEAP is seeing a significant increase in the need for food and housing assistance and is seeking additional funding in order to help Richfield residents.
- On April 20, 2020, the HRA approved a Professional Services Agreement with VEAP to provide emergency rental assistance to low-income renters impacted by the Crisis. The Agreement is contingent upon City Council approval of an emergency ordinance authorizing the creation of an Affordable Housing Trust Fund.

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

- Providing emergency rental assistance during the Crisis helps to ensure housing stability.
- The Affordable Housing Trust Fund statute, passed into law in 2017, provides clear authority to a City to provide rental assistance.

C. CRITICAL TIMING ISSUES:

- In order to provide funding to VEAP to meet immediate needs, the City Council is being asked to pass an emergency ordinance authorizing the use of funds for rent assistance due to the impacts of COVID-19.
- The need for funding is immediate. VEAP has experienced a significant increase in the number of calls for service since the Crisis began. VEAP spent all of its April housing assistance budget by the end of the first week of the month and is currently not able to help Richfield residents with rent assistance.
- Anticipating the need for funding beyond \$30,000, the HRA Attorney is recommending that the City create a permanent Affordable Housing Trust Fund through the regular ordinance process. Consideration of such an ordinance will likely be scheduled for Council consideration in May or June.
- VEAP anticipates another surge in demand once the eviction moratorium is lifted. While there is currently a moratorium on evictions, rent will eventually be due and payable. We have heard from several landlords who are willing to work out payment plans for residents, but it will still be difficult for people to meet these financial obligations and for landlords to make their own mortgage payments absent rent payments.

D. FINANCIAL IMPACT:

- The HRA's Capital Improvement Fund would provide the initial funding for the Housing Trust Fund.
- The HRA approved \$30,000 in emergency rental assistance to be distributed by VEAP.

E. LEGAL CONSIDERATION:

- The HRA and City Attorneys recommend that the City pass an emergency ordinance authorizing the creation of an Affordable Housing Trust Fund to provide immediate emergency rent assistance to renters impacted by the Crisis.
- The HRA and City Attorneys also recommend that the City create a permanent Affordable

Housing Trust Fund through the regular City ordinance process to authorize the expenditure of any future rental assistance.

- Adoption of an Emergency Ordinance requires a unanimous vote.
- The Emergency Ordinance will become effective immediately upon adoption.

ALTERNATIVE RECOMMENDATION(S):

Decide not to approve the Emergency Ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description		Type
▣	Ordinance	Ordinance
▣	Resolution for Summary Publication	Resolution Letter
▣	VEAP Response to COVID-19 Crisis	Backup Material

BILL NO. _____

**AN EMERGENCY ORDINANCE ESTABLISHING AN AFFORDABLE
HOUSING TRUST FUND IN ORDER TO PROVIDE EMERGENCY
RENTAL ASSISTANCE WITHIN THE CITY OF RICHFIELD**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Preamble.

1.01. The spread of COVID-19 in the United States and Minnesota has raised serious public health concerns and resulted in a great deal of uncertainty. Much remains unknown about the virus and how it spreads.

1.02. On March 11, 2020, the World Health Organization determined that the COVID-19 outbreak constitutes a pandemic. On March 13, 2020, President Trump declared a national state of emergency as a result of the pandemic.

1.03. On March 13, 2020, Governor Tim Walz issued Emergency Executive Order 20-01 declaring a state of peacetime emergency to address the COVID-19 pandemic in Minnesota. The Governor's Executive Order triggered activation of the City's emergency management plan and enabled the City to exercise its emergency powers. The Governor has subsequently issued additional Executive Orders to combat the impacts of COVID-19 within the State of Minnesota, which include closures of schools, bars, restaurants, and other places of public accommodation, and directing Minnesotans to stay at home (with exceptions for obtaining necessary supplies, healthcare and similar needs) unless they are engaged in critical sector work.

1.04. On March 16, 2020, the Mayor of the City issued Declaration 2020-01, declaring a local emergency. On March 18, 2020, the City Council of the City approved Resolution No. 2020-11728 consenting to the Mayor's declaration and formally authorizing the City to implement its Emergency Operations Plan and Pandemic Response Plan. These plans provide the basic strategy of the City to mobilize resources, conduct activities to guide and support local emergency management efforts, and authorize city staff to take actions deemed necessary to protect the public health and safety.

1.05. In order to provide emergency rental housing assistance that will provide temporary relief for households in the City that are experiencing financial hardship due to COVID-19 and will allow them to remain in their homes, the City has determined to create an Affordable Housing Trust Fund to assist residents who cannot pay their rent due to the impact of the Governor's Emergency Executive Orders.

Section 2. Definitions.

2.01. "Persons of very low income"- means families and individuals whose incomes do not exceed 50 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.02. "Persons of low income" means families and individuals whose incomes do not exceed 80 percent of the area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota Metropolitan Statistical Area, as adjusted for smaller and larger families.

2.03. "Persons of moderate income" means families and individuals whose incomes exceed 80 percent, but do not exceed 120 percent, of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for smaller and larger families.

Section 3. Establishing Affordable Housing Trust Fund.

3.01. Pursuant to the authority granted to the City under Minnesota Statutes, Section 462C.16, an affordable housing trust fund is established to provide rental assistance to persons of very low, low, and moderate income.

Section 4. Funding Sources.

4.01. The Affordable Housing Trust Fund shall be initially funded with funds from the Capital Improvement Fund of the Housing and Redevelopment Authority in and for the City of Richfield (the "HRA"). The City Council or the HRA may also pledge other sources of funding, which may include, but are not limited to:

- (a) Private cash donations from individuals and corporations designated for the Affordable Housing Trust Fund.
- (b) Payments in lieu of participation in current or future affordable housing programs.
- (c) Matching funds from a federal or state affordable housing trust fund or a state program designated to fund an affordable housing trust fund.
- (d) The sale of real and personal property.
- (e) Local government appropriations, development fees and other funds as designated from time to time by the city council.
- (f) Housing and Redevelopment levy funds.

Section 5. Purpose of Affordable Housing Trust Fund.

5.01. The City may use money from the Affordable Housing Trust Fund to provide tenant and project based rental assistance to residents of the City that are unable to pay their rent due to the impact of COVID-19.

Section 6. Administration of Affordable Housing Trust Fund.

6.01 The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the "Authority") shall administer the Affordable Housing Trust Fund on behalf of the City.

6.02. The Authority shall report annually to the City on the use of the Affordable Housing Trust Fund account including the number and types of households for which rental assistance payments were provided.

Section 7. Council Action.

7.01. The City Council of the City of Richfield hereby ordains the implementation of the Affordable Housing Trust Fund.

7.02. This Emergency Ordinance shall be effective immediately upon its adoption and shall be automatically repealed upon the City Council rescinding its declaration of a local emergency set forth in Resolution No. 2020-11728.

Adopted by the City Council of the City of Richfield, Minnesota, on April 28, 2020.

Maria Regan Gonzalez, Mayor

Attest:

Beth Vanhooose, City Clerk

Action on this ordinance:

Date of introduction: April 28, 2020

Date of adoption:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Ordinance adopted.

Date of publication:

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Richfield, Minnesota, at a meeting held on April 20, 2020.

Beth Vanhooose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN EMERGENCY ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING
TRUST FUND**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN EMERGENCY ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST
FUND**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This emergency ordinance establishes an affordable housing trust fund in order to provide emergency rental housing assistance that will provide temporary relief to low-income households that are experiencing financial hardship due to COVID-19 and will allow them to remain in their homes.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of April, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



Executive Summary

Volunteers Enlisted to Assist People (VEAP), serves low-income families, children, seniors, and individuals at serious risk of hunger and homelessness. Serving the South Hennepin County communities of Bloomington, Richfield, Edina, and South Minneapolis, VEAP offers immediate and caring support through access to healthy foods, stable housing, and financial support and assistance.

VEAP believes that helping a neighbor in need strengthens the social and economic fabric of our community. Our mission: ***Together we create pathways to stronger, more hopeful, communities through access to healthy foods, housing stability and supportive services.*** VEAP strives to increase overall stability, hope, and potential for future success for all members of our community.

Need and Target Group

Our community and our nation have seen unprecedented financial crisis surrounding the Coronavirus pandemic. Due to restrictions in place around COVID19 and social distancing recommendations, many businesses, stores, restaurants, and more have all been forced to shut down, and families in Minnesota are facing extremely uncertain times. In the past two weeks, thousands of Minnesotans lost their jobs, with the Minnesota Department of Employment and Economic Development (DEED) reporting over 300,000 new applications for unemployment – placing many families in immediate financial distress, and that number continues to grow. Many of these families live, work, and go to school in Richfield. Over 85% of these new applicants have never been on unemployment and are finding themselves navigating unknown terrain for resources to help pay for rent, food, and basic needs – things they never expected to need help with.

Fortunately, an eviction freeze is in place for now, however Richfield tenants will still owe unpaid past due rent and it will be difficult to reestablish financial security after such a substantial loss in income to so many. We are anticipating over the next several months, Richfield families will need increased assistance to put food on the table and maintain housing stability. Minnesota's housing experts are estimating that this crisis could potentially set families back several months – meaning help with rent, basic necessities, and food for a minimum of up to six months after restrictions have been lifted will be critical.

Current Eligibility Requirements

Average rents in Richfield range from \$1,150 to \$1,350 for a two-bedroom. Under VEAP's current financial assistance model, minimum monthly rent guidelines deem families paying higher than market rent as ineligible and we only have the funds available to help households with up to two months of rent, at a maximum. Current eligibility guidelines also require anyone seeking rent assistance needs to be below 200% federal poverty guidelines for the last 30 days, meaning very low income. Each household's rental situation also needs to have a certain level of resolvability.

VEAP's Social Services team screens households through a variety of assessments, including verifying income and speaking with landlords to provide individualized case management. VEAP staff speaks with landlords to verify residence and assure they are only a month or two behind on rent, and/or are able to come to a reasonable payment arrangement within three months.

Proposed Eligibility Requirements and Model Changes

If provided with emergency COVID19 supplemental funding, VEAP would be able to provide considerably more financial assistance to Richfield households in need, ensuring families stay secure in their homes. In order to meet the needs of more families in Richfield, VEAP proposes the following changes to our current model:

- Temporarily lift eligibility guidelines to allow for more households to qualify for financial assistance.
- Allow for longer rental resolvability timeline of up to six months (versus the current two-month timeline), as more families seek help from loss of income.
- Increase minimum monthly rent guidelines to assist more households who live in higher priced rentals who normally would be ineligible.
- Increase the number of households that we are able to help.
- Provide more food and basic necessities to Richfield residents to help offset household expenses and alleviate the need to use money intended for rent to feed their families. (As of April 1, 2020, we have doubled the number of visits that households can make to the food pantry and are constantly adapting, as the need increases).
- Disburse emergency financial assistance to residents for help with transportation (gas cards, bus cards, car repair) and childcare to help with job search as households get back on their feet financially.
- Continue to serve all eligible households regardless of immigration status.

In 2019, VEAP distributed 4.3 million pounds of food, half of which was fresh fruits and vegetables. VEAP provided access to healthy foods and housing stability to 7,252 unduplicated Richfield residents for a total of 44,445 visits. There is already an increasing need for help in Richfield. With the loss of so many jobs in our community, the increase in Richfield individuals and families needing our help will be exponential.

Request

VEAP is respectfully requesting funding to provide housing stability, financial assistance, and food security to Richfield residents. With this funding, additional families will receive rental assistance for three-plus months and hundreds more households will be provided with healthy food and basic needs assistance, alleviating some of their financial burden by allowing money intended for groceries to be used towards rent. Thank you for consideration of VEAP's request.

Sincerely,



Kari Thompson
Advancement Director
karit@veap.org



STAFF REPORT NO. 57
CITY COUNCIL MEETING
4/28/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez
4/22/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider accepting the pricing committee's recommendation for the sale of \$5,375,000 General Obligation Bonds, Series 2020A.

EXECUTIVE SUMMARY:

At the March 10, 2020 City Council meeting, the City Council approved a resolution providing for the sale of the \$5,375,000 General Obligation Bonds, Series 2020A.

However, subsequent to the March 10, 2020 meeting, and due to the spread of the Covid-19 pandemic worldwide, the financial markets fluctuated dramatically. Accordingly, the interest cost for the issuance of the bonds also fluctuated, potentially increasing the cost of the bonds from the March 10, 2020 levels.

As a result, and in order to provide flexibility for the sale of the 2020A bonds for the City, staff brought before the City Council a parameters resolution at the April 14, 2020 City Council meeting for approval.

The parameters resolution will establish parameters on what the City Council will approve with the fluctuating market conditions as well as the ability to move the sale date if market conditions do not look favorable on the anticipated sale date of April 28. In addition the parameters resolution established a pricing committee with respect to the 2020A bonds that will comprise the Mayor, City Manager, Finance Director, and the City's Municipal Advisor. The pricing committee is responsible with selecting the best proposal and awarding the sale to the respective bidder.

The Series 2020A bonds will accomplish the following:

Provide the second phase of funding for the Lyndale Avenue reconstruction project with a \$3,120,000 par bond. Debt service for this portion of the bond issue will be provided by an estimated annual debt service tax levy of \$201,511. The estimated increase in taxes for a residential property valued at \$225,000 is \$12.42.

Provide funding for the 65th Street Water Main lining in preparation for future reconstruction of 65th Street with a \$1,235,000 par bond. Debt service for this portion of the bond issue will be provided by water revenues.

Refund the \$1,480,000 Water Revenue Bonds, Series 2011A, with \$1,025,000 par bond. The refunding of

the Series 2011A bonds with the Series 2020A refunding will provide estimated interest savings of \$132,260 over the remaining life of the bonds. Debt service on the new bond will continue to be water revenue bonds.

Bids on the 2020A General Obligation Bonds are due in the offices of Ehlers and Associates, Inc. on Tuesday April 28, 2020. If the proposals received are within the established parameters, the pricing committee is authorized and directed to select the best proposal and award the sale to the respective bidder.

A representative from Ehlers and Associates, Inc. will be at the City Council meeting to provide the successful bidder as determined by the pricing committee, review documents, and provide information that is available only after the bidding on the bonds is closed.

It would be appropriate for the City Council, by motion, to accept the pricing committee's recommendation in awarding the bond sale to the qualified buyer. The anticipated closing on the 2020A Bonds is scheduled for May 14, 2020.

RECOMMENDED ACTION:

By Motion: Accept the recommendation of the pricing committee in awarding the sale of General Obligation Bonds, Series 2020A, in the original aggregate principal amount of \$5,375,000.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Lyndale Avenue Project

This project was Included within the City's 5-Year Street Reconstruction Plan, adopted by the City Council on November 12, 2019.

The City previously issued the \$8,325,000 G.O. Bonds, Series 2019A for the Lyndale reconstruction project. The 5-Year Street Reconstruction Plan called for a second bond issue to complete the funding of the project in 2020.

This Series 2020A bond issue along with planned Municipal Street Aid dollars, utility fund transfers and additional LGA set aside funds should complete the funding of the project.

The Lyndale Avenue project began in 2019 and should be completed in 2020.

65th Street Water Main Lining

This water main is one of the main feed lines to Penn water tower and the west side of Richfield. A condition assessment was performed on this pipeline and it was found to be in need of replacement or rehabilitation.

Lining the water main was the chosen course of action. Lining of this main will restore the pipe back to a "like new" condition and will result in a new life for the pipe.

This technology is very cost effective and is the preferred choice for this application. This project is intended to be completed prior to the reconstruction of 65th Street and will result in lower construction costs for the roadway.

Series 2011A Refunding

For the refunding of the Series 2011A bonds, the City's fiscal consultant, Ehlers & Associates, Inc. periodically reviews the City's outstanding bond issues to determine which issues, if any are feasible for refunding. Upon the latest review of the outstanding City bond issues, Ehlers & Associates, Inc. recommends undertaking a bond refunding of the Series 2011A bonds to take advantage of the low interest rates and realize interest savings. For this refunding the interest savings is estimated to be \$132,260 over the remaining life of the bond.

The type of refunding being presented is a current refunding. In a current refunding transaction, the

bonds being refunded will either all mature or be redeemed within 90 days or less from the date of issuance of the refunding issue. The City would then begin to make payments on the newly issued "refunding bonds."

Accordingly, the Series 2020A bonds are being issued to provide funds sufficient for a current refunding on June 1, 2020. The par amount of the Series 2011A to be called on the call date is \$990,000.

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

The Lyndale Avenue project is part of the 5-Year Street Reconstruction Plan approved by the City Council on November 12, 2019.

The 65th Street Reconstruction project, of which the lining of the 65th water main is part of, is part of the 5-Year Street Reconstruction Plan approved by the City Council on November 12, 2019.

C. CRITICAL TIMING ISSUES:

Final construction items for the Lyndale Avenue project will be completed as soon as weather permits. Therefore, it is important to have the final financing in place.

Planned construction for the 65th Street Water Main lining is planned for the spring of 2020.

The sale of the refunding bonds at this time will allow the City to take advantage of the low interest rates and realize interest savings.

D. FINANCIAL IMPACT:

Lyndale Avenue Project

The estimated total cost of the Lyndale Avenue project is \$13,020,050.

Funding for the project is to be provided by general obligation bonds, Municipal State Aid funds and internal funding. Estimated funding and costs is as follows:

2019 General Obligation Bonds (Net of Par)	\$8,423,798
2020 General Obligation Bonds (Net of Par)	3,000,000
Utility Funds Transfers	300,000
Municipal State Aid	212,066
Equity Contribution	<u>1,084,186</u>
Total Funding	\$13,020,050
Street Reconstruction	\$10,128,128
Utility	<u>2,891,922</u>
Total Project Cost	\$13,020,050

The debt service on the bonds will be provided from an average annual debt service tax levy which is estimated to be \$201,511.

The estimated annual increase in taxes due to the issuance of these bonds for a residential property valued at \$225,000 will be approximately \$12.42.

65th Street Water Main Lining

Funding for the 65th Street Water Main lining is as follows:

2020 General Obligation Bonds (Net of Par)	<u>\$1,200,000</u>
Total Funding	\$1,200,000
Water Main Lining	<u>\$1,200,000</u>
Total Project Cost	\$1,200,000

Series 2011A Refunding

It is estimated that the refunding of the Series 2011A bonds with the Series 2020A bonds will yield

interest savings of \$132,260 over the remaining life of the bonds.

The savings expressed in net present value benefit of the refunding is estimated to be \$117,888, equal to 11.91% of the refunded principal.

The bonds are being issued for a 12-year period; this does not extend the term of the original issue. The maturity date of the new refunding issue will be the same as the current outstanding issue.

E. **LEGAL CONSIDERATION:**

Legal counsel has been involved in the bond sale transactions as bond counsel to the City.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

- Rebecca Kurtz, Ehlers & Associates, Inc.