



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
SEPTEMBER 22, 2020
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

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 may call 612-861-0651 during the Open Forum portion or must have registered prior to the meeting by calling 612-861-9711 or emailing kwynn@richfieldmn.gov.

Approval of the Minutes of the (1) City Council Meeting of September 08, 2020; and (2) City Council Work Session of September 10, 2020.

AGENDA APPROVAL

1. Approval of the Agenda
2. **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 approval of the 2020-2021 Emergency Preparedness agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

Staff Report No. 110
 - B. Consider a Grant Compliance Agreement with Penn Investments, LLC regarding a Livable Communities Demonstration Account Pre-Development Grant for 6501 Penn Avenue South.

Staff Report No. 111
 - C. Adoption of a resolution authorizing the refunding of the \$2,120,000 G.O. Street Reconstruction Bonds, Series 2012A, dated September 6, 2012 and the \$2,770,000 G.O. Storm Sewer Bonds, Series 2013B, dated March 21, 2013 with the \$3,255,000 G.O. Refunding Bonds, Series 2020B.

Staff Report No. 112
 - D. Consider the adoption of a resolution to accept the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant of \$2,745,098.

Staff Report No. 113

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

PUBLIC HEARINGS

4. Public hearing and consider the approval of an ordinance to the Richfield City Code Appendix D (Fee Schedule) and a resolution authorizing summary publication of said ordinance. The proposed ordinance would revise fees related to the preparation of zoning verification letters and the processing of plat applications.

Staff Report No. 114

5. Conduct a public hearing and consider a resolution approving a modification to the Redevelopment Plan and approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II).

Staff Report No. 115

RESOLUTIONS

6. Consider the 2020 Revised/2021 Proposed Budget resolutions adopting the 2021 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2020 budget of various departments, and approving City fees for 2021.

Staff Report No. 116

CITY MANAGER'S REPORT

7. City Manager's Report

CLAIMS AND PAYROLLS

8. Claims and Payroll

COUNCIL DISCUSSION

9. Hats Off to Hometown Hits
10. 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

September 8, 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; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; Amy Markle, Recreation Services Director; John Stark, Community Development Director; Jennifer Anderson, Health Administrator; Kristin Asher, Public Works Director; Chris Regis, Finance Director; Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

Senior Office Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfielmn.gov

Senior Office Assistant Wynn confirmed there were no callers for the open forum.

APPROVAL OF MINUTES

M/Garcia, S/Supple to approve the minutes of the (1) City Council Work Session of August 10, 2020; (2) City Council Meeting of August 10, 2020; and (3) Special City Council Meeting of August 14, 2020.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #1**APPROVAL OF THE AGENDA**

M/Supple, S/Whalen to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #2**CONSENT CALENDAR**

City Manager Rodriguez presented the consent calendar.

- A. Approval by motion an agreement to grant an easement as part of a Site Lease Agreement at 1901 East 66th Street between the City of Richfield and Cellco Partnership d/b/a Verizon Wireless. (Staff Report No. 98)
- B. Consider the approval of the Minnesota Department of Human Services (DHS) Dementia Grant Contract, acting through the Minnesota Board on Aging (MBA). The contract is effective from July 20, 2020 - June 30, 2021. (Staff Report No. 99)

- C. Consider the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2021. (Staff Report No. 100)
- D. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department to participate in the Joint Community Police Partnership (JCPP) program from March 16, 2020 through December 31, 2023. (Staff Report No. 101)
- E. Consider the adoption of the City of Richfield Water Supply Plan. (Staff Report No. 102)
- F. Consider the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees and schedule a public hearing and second reading for September 22, 2020. (Staff Report No. 103)
- G. Consider acceptance of the bid tabulation and award the Water Treatment Plant Solids Holding Tank Mixing System project contract to Magney Construction, Inc., in the amount of \$63,150.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration, as authorized by the City Charter. (Staff Report No. 104)

Council Member Garcia asked if the employee hired from Item D is currently working out of City Hall.

City Manager Rodriguez confirmed they are but only part time right now.

Chief Henthorne stated the new hire will be full time September 14, 2020.

M/Garcia, S/Trautmann to approve the consent calendar.

Council Member Trautmann spoke of how glad he is to have a new liaison on board. He also inquired about an introduction during a future council meeting.

Council Member Whalen stated he is excited to see the city becoming more dementia friendly and is eager to see what this will be able to do for the community.

Council Member Supple also expressed her excitement and spoke of how many people in Richfield currently have dementia.

Council Member Garcia praised Jennifer Anderson and the work she has done surrounding this issue.

Mayor Regan Gonzalez echoed her gratitude to staff and community members who helped make it possible to participate.

Council Member Whalen then complimented the Public Works Department as well as the water plant staff regarding all of their hard work.

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	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None

Item #4	CONSIDER THE APPROVAL OF THE SECOND READING OF AN ORDINANCE THAT INCLUDES REQUIREMENTS FOR ALL PERSONS USING DESIGNATED OFF-LEASH DOG AREA(S) IN CITY OF RICHFIELD PARKS THAT INCLUDES A SLIGHT MODIFICATION TO RULE ONE (STAFF REPORT NO. 105)
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Council Member Supple presented staff report 105.

Director Markle stated there had been a modification to rule one in an effort to be more inclusive. She also expressed her excitement and is hopeful to have the park open in October.

M/Supple, S/Whalen to approve second reading of the ordinance that includes requirements for all persons using designated off-leash dog area(s) in City of Richfield Parks with the included modification to rule one of the ordinance.

Mayor Regan Gonzalez spoke of her excitement to have this park open and how hard the Community Services commission worked to help shepherd this through. She encouraged residents to become commission members as well.

Council Member Trautmann thanked Director Markle and the Community Services commission for everything they have done to make this possible.

Executive Analyst Martinez Gavina took roll call vote:

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

Motion carried 5-0

Item #5	SECOND READING OF AN ORDINANCE ESTABLISHING A PREVAILING WAGE POLICY FOR CITY FUNDED CAPITAL PROJECTS WITH ESTIMATED COSTS OF \$300,000 OR MORE (STAFF REPORT NO. 106)
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Council Member Whalen read staff report 106 and spoke of the numerous letters from local unions and contractors in support of this ordinance. He thanked staff for putting the research and terminology together to get this item passed.

City Manager Rodriguez thanked Analyst Martinez Gavina, Director Stark and Director Asher for assisting with gathering information on this topic.

M/Whalen, S/Trautmann to approve the second reading of an ordinance establishing a prevailing wage policy for city funded projects with estimated costs of \$300,000 or more.

Council Member Garcia spoke of her work with labor unions for 12 years and how grateful she is for labor protection standards and promoting economic labor development. She also spoke of how unions have helped families and created a middle class.

Council Member Supple stated how the timing is wonderful with yesterday being Labor Day. She agreed with Council Member Garcia comments as well and thanked unions and contractors who continue to fight for fair wages.

Council Member Trautmann explained how this is a great opportunity for all working people and how unions have advocated for prevailing wage. This is also to assist to combat wage theft and labor trafficking and creates a powerful set of tools for the city. It will help put working individuals in secure working environment.

Mayor Regan Gonzalez echoed all the council member comments. She expressed her appreciation for Analyst Martinez Gavina for her leadership on this item. She stated how excited she is for all the items on the agenda as it is all strongly supporting the community and its needs.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #6	CONSIDER ADOPTION OF A RESOLUTION DESIGNATING THE CITY'S CONTRIBUTION TOWARDS HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE PREMIUMS FOR 2021 FOR GENERAL SERVICES,
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	MANAGEMENT, FIRE AND ALL POLICE BARGAINING UNITS. IN ADDITION, ADOPT THE ATTACHED RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH MADISON NATIONAL LIFE/ OCHS COMPANY FOR LONG-TERM DISABILITY INSURANCE BENEFITS (STAFF REPORT NO. 107)
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Council Member Trautmann read staff report 107.

M/Trautmann, S/Supple to adopt a resolution designating the City's contribution toward health, dental, term life, and long term disability insurance premiums for 2021 for General Services, Management, and all Fire and Police bargaining units.

Mayor Regan Gonzalez thanked Assistant City Manager Dmytrenko for her leadership in negotiations to provide coverage for employees.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

M/Trautmann, S/Garcia to adopt the attached resolution authorizing the City Manager to enter into a three-year agreement with Madison National Life/ Ochs Company for long-term disability insurance benefits.

RESOLUTION NO. 11792

RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE PREMIUM FOR GENERAL SERVICES, MANAGEMENT, AND FIRE AND POLICE BARGAINING UNIT EMPLOYEES

Council Member Trautmann spoke of how critical insurance is in creating security for families and what an impact it makes on people's lives. He also thanked Assistant City Manager Dmytrenko for her assistance in giving employees and their family's peace of mind.

Assistant City Manager Dmytrenko stated how important it is for employees to have quality coverage and how the city was so lucky to have such a minimal increase from 2020 to 2021. She also stated how the long term disability coverage rate will be a 14% decrease.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #7	CONSIDER THE APPROVAL OF AN AGREEMENT BETWEEN THE HENNEPIN COUNTY HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT, AND THE CITY OF RICHFIELD POLICE DEPARTMENT FOR AN EMBEDDED SENIOR SOCIAL WORKER (STAFF REPORT NO. 108)
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Council Member Garcia presented staff report 108.

Chief Henthorne spoke of how excited the department is for this program and that Donna Nelson started orientation last week. He stated how this model swanned out of JCPP program a few years ago. It is a very unique program and will create a second to none service to the residents that really need it and will also cut down on repeat calls to the same residence.

M/Garcia, S/supple to approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for implementing the Police Mental Health Program.

Council Member Whalen stated how thrilled he is about the program. He thanked staff for all their efforts to make this program happen. He also suggested for the future to look into having someone fulltime rather than a shared service with Edina.

Council Member Supple spoke of how appreciative she was of staff to work with multiple agencies.

Council Member Garcia agreed with council members comments and truly believes this program needs to happen and is hopeful the community will appreciate it.

Council Member Trautmann thanked Chief Henthorne for his comments and leadership to make this happen along with all the goals laid out in the staff report. The goals are aspirational to keep the community safe and well and he is glad to support this item.

Mayor Regan Gonzalez echoed the gratitude to Chief Henthorne. She reiterated how important this program was to council and Chief Henthorne made it a priority. She spoke of how staff leveraged partnerships overnight and excited to see it come to life. She recapped a ride-along she experienced that involved a mental health situation and emphasized how important it is to have a structure to assist police with these situations.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Trautmann: AYE

Garcia: AYE

Whalen: AYE

Motion carried 5-0

Item #8	CITY MANAGER REPORT
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City Manager Rodriguez commented on the voting situation that is quickly approaching. She encouraged residents to check the website for up to date information. She stated that on September 18 residents can begin to do in-person absentee voting; 7 days before the election is direct balloting where residents would feed their absentee ballot into a counting machine; and November 3 is Election Day when residents would need to go to their designated voting locations.

Council Member Garcia emphasized how important it is to vote. She explained how safe and secure it is to vote at city hall ahead of time.

Council Member Whalen reminded residents to check their in-person voting locations due to school construction. He encouraged residents to vote by mail if COVID is a concern and spoke of the tracking available for mail in ballots.

Council Member Trautmann spoke of how effective and well established the absentee ballot process is at the city. It is a long established tradition in Minnesota.

Item #9	CLAIMS AND PAYROLL
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M/Garcia, S/Trautmann that the following claims and payrolls be approved:

U.S. Bank	08/25/2020
A/P Checks 289982 - 290419	\$ 1,516,044.82
Payroll: 156280 - 156577	<u>689,579.82</u>
TOTAL	\$ 2,205,624.64

U.S. Bank	09/08/2020
A/P Checks 290420 - 290753	\$ 2,231,355.15
Payroll: 156578 - 156871	<u>653,344.25</u>
TOTAL	\$ 2,884,699.40

Executive Analyst Martinez Gavina took roll call vote:

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

Motion carried 5-0

Item #10	THE CITY COUNCIL PASSED A RESOLUTION ENACTED PURSUANT TO MINNESOTA STATUTES SECTION 12.29 EXTENDING THE PERIOD OF A
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	MAYOR-DECLARED LOCAL EMERGENCY AT THEIR MEETING ON MARCH 18, 2020. AT THE SAME MEETING CITY COUNCIL PASSED A MOTION TO REVISIT THE EMERGENCY DECLARATION AT A COUNCIL MEETING IN 6 MONTHS TIME (STAFF REPORT NO. 109)
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Mayor Regan Gonzalez read staff report 109 and reviewed that this item is for discussion and no voting will take place.

City Manager Rodriguez stated that if no action is to taken, the emergency declaration will stay in place. A council member may make a motion to revisit the item in a future meeting.

Mayor Regan Gonzalez thanked Council Member Trautmann for making the motion in March to bring this item back for council discussion. She spoke of how important it is to have checks and balances and using good governance.

Council Member Trautmann thanked staff along with Mayor Regan Gonzalez for the leadership provided during the pandemic and appreciated the discussion opportunity for this item.

Mayor Regan Gonzalez asked for clarification on what staff needed from council.

City Manager Rodriguez reviewed the options for moving forward.

Council Member Whalen stated that given the nature of the pandemic and no clear end, he would like to revisit this again in six months. He believes it is absolutely necessary to keep in place for the safety of the community.

Council Member Garcia exited the meeting at 8:08 p.m.

Council Member Supple agreed with Council Member Whalen's suggestion to revisit in six months.

Council Member Trautmann spoke of how the emergency plan creates good government practices and would like to keep the declaration in place. He expressed concern of the availability and private data within the emergency in place and would like to give the Mayor access to the plans.

City Manager Rodriguez stated she would speak with City Attorney Tietjen and report back.

Mayor Regan Gonzalez agreed with council member comments on revisiting this item again in six months. She expressed appreciation for the communication efforts from staff regarding this item.

Item #11	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann praised Director Markle and the Parks and Recreation Department for the programs they have been able to offer for children with socially distancing. He encouraged residents to look into the programs.

Council Member Whalen thanked everyone involved in the first day of school, especially teachers as they navigate a school year with open ended questions and uncertainties. He also commended parents as they have had to make very tough decisions this year around distance learning and how assisting with schooling has become another full time job for families. He then spoke of how the Sustainability Commission was able to look at the Climate Action Plan (CAP) and how excited he is to discuss it with council at the upcoming work session. He thanked Director Markle and Sustainability Specialist Lindholm for their work around the plan. Council Member Whalen reminded residents the council will be having a work session on Thursday regarding the 2021 budget and will have a preliminary vote at the next council meeting.

Council Member Supple commented on a great first day back in school and how excited she was to meet new students and families. She also spoke of the new Sports to Go program put on by the Parks and Recreation Department. She encouraged families to take a look at the equipment available to rent. Council Member Supple then expressed her excitement to see the Ice Arena up and running. The updates were needed and will be utilized by the skaters and visitors. She also congratulated the sidewalk poetry contestants who had their work selected. The poems have been placed along 66th Street between Portland and 35W and encouraged residents to take a walk to see the new additions.

Mayor Regan Gonzalez reminded residents to fill out their Census forms. She also encouraged residents to volunteer in assisting to aid others.

Analyst Martinez Gavina reviewed the volunteer needs and residents should contact her for more information at 612-861-9701 or bmgavina@richfieldmn.gov.

Item #12	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 8:20 p.m.

Date Approved: September 22, 2020

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

September 10, 2020

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 4:30 p.m. virtually via WebEx.

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

Staff Present: Katie Rodriguez, City Manager; Chris Regis, Finance Director; Pam Dmytrenko, Assistant City Manager/Administrative Services Director; Mike Dobesh, Acting Fire Chief; Amy Markle, Recreation Services Director; Bill Fillmore, Liquor Operations Director; Jay Henthorne, Chief of Police/Public Safety Director; John Stark, Community Development Director; Kristin Asher, Public Works Director; Neil Ruhland, Communication and Engagement Manager; and Blanca Martinez Gavina, Executive Analyst.

Item #1

PRESENTATION OF THE 2020 REVISED/2021 PROPOSED BUDGET AND TAX LEVY.

Mayor Regan Gonzalez introduced City Manager Rodriguez who stated that the Council will be asked to approve the 2020 Revised and 2021 Proposed Budget and Preliminary Tax Levy at the September 10 Council Meeting and tonight is to ask any questions. City Manager Rodriguez then introduced Finance Director Chris Regis.

Finance Director Regis gave an overview of the 2020 Revised and 2021 Proposed Budget and Preliminary Tax Levy.

Each department gave a presentation on their proposed budgets and highlights.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:29 p.m.

Date Approved: September 22, 2020

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 110
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
9/15/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the 2020-2021 Emergency Preparedness agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

EXECUTIVE SUMMARY:

The City of Richfield has had a public health emergency preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield's behalf for over seventeen years. This is Richfield's 2020-2021 contractual agreement with Bloomington.

The City will receive \$50,405 for the grant cycle that runs from July 1, 2020, to June 30, 2021. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of \$46,405, of which \$12,000 is being passed through directly to Bloomington to meet the Cities Readiness Initiative (CRI), which is intended to be used metro wide to regionally fund public health emergency preparedness planning, exercise, training and activities. A remaining amount of \$4,000 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

RECOMMENDED ACTION:

By motion: Approve the 2020-2021 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The State of Minnesota has received funds from the federal government (CDC) to be used in developing agencies' public health emergency preparedness/response to bio-terrorism or a large public health disease outbreak. This is part of a nationwide effort to respond to serious public health emergencies. There are specific requirements in the grant in the areas of coordination, assessment,

planning and exercise, response surveillance, Health Alert Network, risk communications training and providing services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative.

- Richfield continues to pool these federal grant dollars with Bloomington and Edina with a portion used to support a Public Health Emergency Response Coordinator for the three cities. Nick Kelley, Public Health Emergency Preparedness Coordinator, is representing the Tri-City area (Bloomington, Edina and Richfield) and has been regularly meeting with Richfield and Edina staff to plan and develop the requirements of the grant.

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

The City of Richfield became a Local Public Health Agency in 1977, which makes the City eligible to receive these grant funds to use for the development of a public health emergency response system specific to Richfield and its needs.

C. CRITICAL TIMING ISSUES:

These funds are part of a nationwide effort by the federal government to respond to serious public health emergencies, including threats of bio-terrorism.

D. FINANCIAL IMPACT:

Funds being used are those given to Richfield as a Local Public Health agency, from the federal government, to develop a system for responding to public health emergency preparedness and bio-terrorism threats.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the contract and has approved of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the contract with the City of Bloomington for the services of a Public Health Emergency Preparedness Coordinator in developing a public health emergency preparedness/bio-terrorism plan. This would mean the City would have to hire a staff person to assume some of the grant responsibilities which cannot be met with current staffing levels and would result in a significant budget increase.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ 2020-2021 EP Agreement	Cover Memo

PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT

BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation, acting through its Public Health Division, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 (“Bloomington”), and the **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties”.

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington's Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious diseases, and other threats to public health including, but not limited to coordination, assessment, planning and exercise, response, surveillance, notification, and training (“PH Emergency Preparedness Services”). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative (“CRI Duties”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and Cities Readiness Initiative (“CRI”) planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Duties, funding these duties via Minnesota Department of Health (MDH) grant dollars and subject to the grant compliance timelines provided by MDH.
- D. Bloomington is willing to provide such PH Emergency Preparedness Services and perform such CRI Duties to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, Richfield and Bloomington agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with PH Emergency Preparedness Services and CRI Duties as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Richfield and Bloomington (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from July 1, 2020 and continuing until June 30, 2021, unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed \$46,405.00, as set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate for any reason upon giving thirty (30) days' written notice to the other party.

In the event of termination:

- a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington's invoice.
 - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
 - c. The provisions of this section will continue and survive termination of the Agreement.
6. **Amendments.** No amendments may be made to this Agreement except in writing signed by both parties.
 7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. The Parties shall maintain such records for a minimum of six years after final payment.
 8. **Indemnification.** To the fullest extent permitted by law, each party, and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the other party, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of the indemnifying party's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this

Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
 - a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
 - b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2.
10. **Subcontracting.** Neither Bloomington nor Richfield shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.
11. **Assignment.** Neither Bloomington nor Richfield shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.
12. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the services which Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the services are performed shall be controlled by Bloomington; however, the nature of the services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement.

All services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

13. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
14. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the Parties shall constitute the entire agreement between Bloomington and Richfield, and supersedes any other written or oral agreements between Bloomington and Richfield. This Agreement can only be modified in writing signed by Bloomington and Richfield. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
15. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
17. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the requested services.
18. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive the termination of this Agreement.
19. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Emergency Services and CRI Duties for other entities, in Bloomington's sole discretion.
20. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by

Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

21. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Parties agree to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorneys’ fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. The parties agree to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
22. **Authorized Agents.** Richfield’s authorized agent for purposes of administration of this contract is Jennifer Anderson, the Health Administrator/Support Services Manager of Richfield, or designee. Bloomington’s authorized agent for purposes of administration of this contract is Nicholas Kelley, Assistant Public Health Administrator, who shall perform or supervise the performance of all Services.
23. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962;

Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.
24. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

25. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
26. **Mediation.** The Parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
27. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington and Richfield agree that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington must not use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized.
30. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.
31. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]

IN WITNESS WHEREOF, the Parties have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
Diann Kirby
Its: Community Services Director

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD, MINNESOTA

DATED: _____ BY: _____
Its: Mayor

DATED: _____ BY: _____
Its: City Manager

EXHIBIT A TO AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

CDC Budget Period BP2 (07/01/2020 – 06/30/2021) CHB and Tribal Health Duties

All CHBs and THDs complete these Recurring Duties:

- ☐ Complete a work plan with specific planned activities; review work plan with Public Health Preparedness Consultant no later than August 17, 2020.
- ☐ Submit a three-year training and exercise plan (MYTEP) (January 2021 – June 2024) Dec 31, 2020.
- ☐ Mid-Year Report, due December 31, 2020
- ☐ End of Year Report, due July 9, 2021
- ☐ Update and maintain accounts/information in:
 - Inventory Management and Tracking System (IMATS)
 - MN Responds
 - MN.TRAIN
 - PartnerLink
 - Maintain three-deep 24/7 contact information
 - MNTrac
- ☐ Health Alert Network (HAN) messages from MDH:
 - Respond timely to HAN messages: alerts (1 hour) and advisories (24 hours)
 - Maintain a two-deep HAN contact list for each hospital and primary clinic within the jurisdiction
 - Forward all HAN messages sent by MDH to the appropriate health care partners as directed in the HAN message; an exemption to this duty may be granted for an individual HAN message after consultation with MDH staff
- ☐ Communicate with volunteers at least twice a year. *Call-down drills do not qualify as communication in the context of this grant duty.*

- ☐ Test volunteer notification by conducting a call down drill. Submit a MN Responds After Action Report and update volunteer database based on drill results. COVID-19 response activities can be used to meet this grant duty.
 - A template for the MN Responds After Action Report can be found on SharePoint: <https://mn365.sharepoint.com/sites/MDH/epr/phep/aarip/Forms/AllItems.aspx>.
- ☐ Staff maintain appropriate NIMS training based on their role(s), using PHEP Capability 3 (page 36) as a guide.
- ☐ Maintain Health Care Coalition (HCC) signed membership. Ensure CHB representation on Health Care Coalition steering/advisory committees, and report back to CHB/LHD/THD Directors and Emergency Preparedness Coordinators on actions, information, and other important items.
- ☐ After Action Reports, Improvement Plans, and Corrective Actions:
 - Write AAR-IPs for exercises and significant incidents/events. Submit within 90 days of the exercise/incident/event.
 - AAR-IP templates can be found on MDH's SharePoint site: <https://mn365.sharepoint.com/sites/MDH/epr/phep/aarip/Forms/AllItems.aspx>
 - Document status or completion of corrective actions and track progress on improvement plans
 - Retain AAR-IP documents for planning purposes according to your agency's retention policies
 - Submit a COVID-19 AAR within 90 days of demobilization of ICS structure
- ☐ Attend MDH-sponsored preparedness trainings when offered and appropriate to CHB/THD Work Plan
- ☐ Address the access and functional needs of at-risk individuals in your plans, exercises and responses. For exercises, include a minimum of one inject or objective that addresses the access or functional needs of at-risk individuals that may be disproportionately impacted by the incident or event, based on the scenario.

Base Duties

These duties support a statewide level of preparedness

Domain Community Resilience

Capability 1: Community Preparedness

Grant Duty	Intent	Scope	Regional Approach
<p>1.1 B. Based on funding level, each CHB/THD will engage with community partners that serve a population with access or functional needs to build mutual understanding of roles and functions during an emergency response.</p> <p>Minimum number of community partners to engage with:</p> <p>Base level funding: 1 partner</p> <p>X and Y level funding: 2 partners</p> <p>Z level funding: 3 partners</p>	<p>Increased understanding of the roles and functions of community partners will increase the ability of CHB/THD's to ensure the needs of populations with access and functional needs are met during an emergency response.</p>	<p>Current work with community partners as part of the COVID-19 response can be used to meet this grant duty.</p>	<p>May have regional components (such as material development), but must have individual CHB/THD partner engagement and reporting.</p>
<p>1.2 B. Each CHB will participate in or conduct a JRA, ensuring that the public health, health care, and mental/behavioral health impacts are taken into account. The JRA must identify the top 3 threats to the CHB as a whole. In multi-county CHBs, all members of the CHB must participate. CHBs completing their JRA during this budget period will report the top 3 threats identified and the role of public health in responding to each.</p>	<p>Knowledge of current risks provides good information for prioritizing work.</p> <p>Participating in joint JRAs provides opportunities for joint identification of public health roles.</p>	<p>JRA needs to be completed at least once during the 5- year project period, per federal guidance.</p> <p>MDH recommends that partners representing people with disabilities and others with access and functional needs be engaged as part of the risk assessment process.</p> <p>MDH recommends including climate projection data in the JRA. MDH can provide climate projection data specific to the jurisdiction. To request data, contact Rachel Schulman (rachel.schulman@state.mn.us).</p>	<p>May be conducted regionally if it engages partners from each CHB/THD.</p>

Domain Incident Management

Capability 3: Emergency Operations Coordination

Grant Duty	Intent	Scope	Regional Approach
3.1 B. By September 30, 2020, conduct a hotwash of COVID-19 response activities to date and submit a summary of strengths, identified gaps and improvement items to health.phep@state.mn.us .	The intent of this grant duty is for CHBs/THDs to collect information on the COVID-19 response to-date. With an extended response, there is value in capturing strengths and gaps before demobilization. Additionally, there may be improvement items that can be implemented and tested during the response.	The hotwash required to meet this grant duty can be informal. This grant duty does not require an AAR-IP, however information gathered from this hotwash can inform a future AAR-IP. Provide a summary to MDH in a format that is useful to the CHB/THD. In document submitted to MDH, include bullet points of strengths, identified gaps and improvement items.	May be conducted regionally if response activities were conducted regionally.

Domain Countermeasures and Mitigation

Capability 8: Medical Countermeasures (MCM)

Grant Duty	Intent	Scope	Regional Approach
8.1 B In collaboration with regional partners, CHBs/THDs will participate in planning, distribution, and implementation of a COVID-19 vaccination campaign, based on vaccine availability and response objectives.	<p>This duty is intended to encourage CHBs/THDs to work with partners to ensure vaccine distribution and administration as appropriate for the response.</p> <p>If a COVID-19 vaccine is not available during BP2, this grant duty will not be required.</p>	<p>CHB/THD activities will vary depending on response objectives, vaccine availability, and health care capacity to administer vaccine. CHBs/THDs should work with local response partners to meet this grant duty.</p> <p>Include documents of vaccination campaign planning and/or implementation in the COVID-19 response AAR-IP.</p>	CHBs/THDs may take a regional approach to this duty.

X, Y, Z Elective Duties *Domain and Capability Based*

Each level needs to choose:

X = 1

Y = 3

Z = 5

Choose Elective Duties based on jurisdictional priorities and threats

Domain Community Resilience

Capability 1: Community Preparedness

Grant Duty	Intent	Scope	Regional Approach
<p>1.1 E. Conduct a jurisdictional risk assessment that incorporates climate projection data or update an existing jurisdictional risk assessment to incorporate climate projection data <i>AND</i> complete one of the following activities:</p> <ul style="list-style-type: none"> Develop a new emergency plan annex to address a threat that is projected to increase in frequency and/or severity in your jurisdiction. Conduct a communication and/or educational campaign around a threat that is projected to increase in frequency and/or severity. Conduct an exercise (tabletop or higher) of the public health response role to a scenario based on climate projection data. 	<p>The intent of this duty is to facilitate the incorporation of climate projection data into risk assessments, plans, and exercises.</p>	<p>Climate projection data is available specific to regional jurisdictions on the following website: https://www.health.state.mn.us/communities/environment/climate/data.html</p> <p>MDH has tools and templates available for assessing heat vulnerability to develop extreme heat plans.. https://www.health.state.mn.us/communities/environment/climate/extremeheat.html</p>	<p>JRA may be conducted regionally if it engages partners from each CHB.</p> <p>Plan development/updates must be done at the CHB level.</p> <p>Communication/educational campaigns and exercises may be conducted regionally if they engage partners from each CHB.</p>

Grant Duty	Intent	Scope	Regional Approach
<p>1.2 E. CHB will meet with at least one community partner that serve a population with access or functional needs across CHB jurisdictional boundaries. CHB will facilitate meetings with community partners and representatives from affected jurisdictions to build understanding of roles and functions during an emergency response and discuss how to coordinate response functions during a multi-jurisdictional incident. Update plans, as needed, based on meeting outcomes.</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	CHBs and community partners will have a better understanding of how to share resources during a multi-jurisdictional incident or response.	The community partners selected for this grant duty cannot be the same as the community partners selected for grant duty 1.1 B.	May not be completed regionally. Although this work will occur across jurisdictional boundaries and therefore have regional implications, only the CHB that is leading the work may choose this as an elective duty.

Capability 2: Community Recovery

Grant Duty	Intent	Scope	Regional Approach
2.1 E. CHBs will develop or revise continuity of operations plans (COOP), either as a stand-alone public health plan or as a component of another plan, based on an MDH-provided COOP Preparedness Elements Worksheet. Completed worksheet(s) must be submitted to MDH.	It is important that agencies have a COOP plan identifying resources, actions, procedures, and information that is developed, tested, and held in readiness for use in the event of a major disruption of operations. COOP planning helps prepare CHB/LHD to maintain mission critical operations after any emergency or disaster.	If this duty was selected in in BP1 (2019-2020), it may not be repeated in the current grant year. If this duty was selected prior to BP1 and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.	May not be completed regionally.
2.2 E. Where COOP plans already exist, CHBs can exercise the plan at the tabletop, functional, or full-scale level.	Exercises test the plan to identify strengths and gaps and develop a plan for improvement.	If this duty was selected in a previous grant year, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan and/or in a COVID-19 response	May not be completed regionally.

Grant Duty	Intent	Scope	Regional Approach
<i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i>		<p>hotwash.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	

Domain Incident Management

Capability 3: Emergency Operations Coordination

Grant Duty	Intent	Scope	Regional Approach
<p>3.1 E. CHBs create an Incident Action Plan (IAP) as part of an exercise (workshop or higher) based on identified public health risks and using procedures in jurisdictional plans for creating IAPs.</p> <p><i>Note: Consider developing Incident Action Plans (IAPs) that extend beyond one operational period.</i></p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	<p>CHBs will become familiar with the development and use of an IAP.</p> <p>Transitioning between operational periods is a critical skill to assure work is completed.</p> <p>Developing an IAP has been identified as a gap.</p>	<p>If this duty was selected in previous years, it may be repeated in the current grant year if it is a functional or higher.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	<p>The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</p>
<p>3.2 E. CHBs will select a gap previously identified in an AAR-IP, identify how the gap has or is being addressed, and test or retest through an exercise (TTX or higher).</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	<p>To allow CHBs to work on priorities they have identified and test/retest that gaps have been corrected.</p>	<p>If this duty was selected in a previous grant year, it may be repeated in the current grant year if based on gaps identified in an AAR-IP.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	<p>May not be completed regionally</p>

Grant Duty	Intent	Scope	Regional Approach
<p>3.3 E. CHBs will exercise (functional or full-scale) the physical activation of the public health department operations center (PH DOC) at least once during the grant year. Activation will include, at a minimum, the set-up of the operations center room(s), assignment of incident command staff, connection and testing of communications equipment, and staff briefings to provide role clarity and operational procedures.</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	CHBs will become familiar with the use of ICS in a response and physical set-up of emergency operations.	<p>If this duty was selected in a previous grant year, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan.</p> <p>As this requires actual physical set-up and movement of people and ‘things’, that makes it a functional or full-scale.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.

Domain Information Management

Capability 4: Emergency Public Information and Warning

Grant Duty	Intent	Scope	Regional Approach
<p>4.1 E. CHBs will identify and exercise (TTX or higher) communication strategies for populations with limited English proficiency AND communication strategies for populations that are deaf, hard of hearing, or vision impaired.</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	Testing communication strategies using identifying lists of access and functional needs populations are critical for public messaging.	<p>CHBs must exercise their plans for communicating to (a) at least one population with limited English proficiency group AND (b) at least one population that is deaf or hard of hearing or vision impaired.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.

Domain Countermeasures and Mitigation

Capability 8: Medical Countermeasures

Grant Duty	Intent	Scope	Regional Approach
8.1 E. CHBs will identify at least one new CPOD partner and develop a CPOD agreement and plan with that partner. CPOD partners with agreements and completed plans must be entered into IMATS in accordance with the MDH IMATS Local User Guide.	This duty is to encourage CHBs to pursue <i>new</i> CPOD agreements with partners in their jurisdictions.	This duty is appropriate for CHBs pursuing <i>new</i> CPOD agreements with partners in their jurisdictions. Completion of this duty requires a written agreement with a new CPOD partner. Additionally, it requires that the CPOD partner has a written plan that has been reviewed by the CHB.	Regional work is unlikely, but there may be some instances where regional CPOD plans are appropriate.
8.2 E. CHBs will conduct or coordinate COVID-19 testing for at least 50 people and identify lessons learned to improve their mass dispensing and/or mass vaccination plans.	This duty is to encourage CHBs to use current response efforts to use, evaluate, and update their emergency response plans.	Completion of this duty requires a hotwash and completion of an after action report identifying at least one area for improvement in mass dispensing plans.	CHBs may take a regional approach to testing but must write their own after action report and identify areas for improvement specific to their jurisdictional plans.

Capability 11: Nonpharmaceutical Interventions

Grant Duty	Intent	Scope	Regional Approach
11.1 E. CHB's will exercise their Essential Services plan and tracking process, as part of their Isolation and Quarantine plan, in coordination with partners, at the tabletop, functional, or full-scale level. <i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i>	Minnesota's isolation and quarantine law (Minnesota Statutes section 144.419), Subdivision 2(g) states: The needs of persons isolated and quarantined shall be addressed in a systematic and competent fashion, including, but not limited to, providing adequate food, clothing, shelter, means of communication between those in isolation or quarantine and those outside these settings, medication, and competent medical care.	<p>The Essential Service checklist and tracking form example is available on the MDH Isolation and Quarantine SharePoint site. Also on SharePoint are materials from a webinar MDH hosted in 2018 featuring presentations from Dakota and Hennepin CHBs and their approach to essential services planning.</p> <p>Partners identified in your Essential Services plan must participate in the exercise. Inclusion of every partner identified in your plan is not required, however CHBs should include as many partners as</p>	May have regional components (such as material development), but must have individual CHB documentation specific to the provision of essential services within the CHB.

Grant Duty	Intent	Scope	Regional Approach
		possible, based on partner availability and exercise scenario.	

Capability 14: Responder Safety and Health

Grant Duty	Intent	Scope	Regional Approach
<p>14.1 E. CHBs will develop or update Responder Safety and Health Plans, either as a stand-alone public health plan or as a component of a jurisdictional plan. At minimum plans must include:</p> <ul style="list-style-type: none"> • A list of relevant partners and organizations that support responder safety and health (e.g. vaccination clinics, employee health clinics, locations for respirator fit testing, Worker's Compensation) • Safety Officer (or equivalent) job action sheet detailing safety officer required qualifications and responsibilities during activation, response, and demobilization phases. • Required and recommended training for public health emergency responders (including any relevant just-in-time training). • Process for identifying staff involved in an incident response including staff members' location, hours of deployment, and protocol for reporting possible physical or mental health exposures and incidents. 	<p>CHBs should have a clear understanding of their role in jurisdictional management of responder safety and health. Document operational responder safety and health plans that reflect the role(s), expectations, and responsibilities for CHBs.</p>	<p>CHBs may have developed similar processes for Capability 15: Volunteer Management. Responder Safety and Health Plans should designate plans and processes specific to CHB staff but may include components that are similar to volunteer management plans.</p> <p>For the required training component, capture what your jurisdiction requires your staff to have completed in order to achieve responder readiness. This will vary by jurisdiction but may include: required ICS training, personal preparedness training, PPE and bloodborne pathogen training etc.</p>	<p>May not be completed regionally.</p>

Capability 5: Fatality Management

Grant Duty	Intent	Scope	Regional Approach
5.1 E. CHBs will coordinate with partners to develop or revise family assistance center (FAC) plans either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include plan elements identified on the MDH-provided Family Assistance Center Preparedness Elements Worksheet. Completed worksheet(s) must be submitted to MDH.	CHBs should have a clear understanding of their role in jurisdictional fatality management response. Document operational FAC plans that reflect the role(s), expectations, and responsibilities for CHBs.	If this duty was selected in in BP1 (2019-2020), it may not be repeated in the current grant year. If this duty was selected prior to BP1 and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.	May not be completed regionally; plan templates may be created regionally and shared.
5.2 E. Where family assistance center (FAC) plans already exist, CHBs will exercise the FAC plan, in coordination with partners, at the tabletop, functional, or full-scale level. <i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i>	To allow CHBs to test/retest their FAC Plans. It is important to regularly exercise and update agency or jurisdictional FAC plans in collaboration with partners that support or provide the mass care in an emergency response.	If this duty was selected in a previous grant year, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.	Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.

Capability 7: Mass Care

Grant Duty	Intent	Scope	Regional Approach
7.1 E. CHBs will coordinate with partners to develop or revise mass care plans, either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include elements on the MDH-provided Mass Care Preparedness Elements Worksheet. Completed worksheet(s) must be submitted to MDH.	CHBs should have a clear understanding of their role in jurisdictional mass care response. Operational mass care plans will include the role(s), expectations, and responsibilities for CHBs.	If this duty was selected in in BP1 (2019-2020), it may not be repeated in the current grant year. If this duty was selected prior to BP1 and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.	May not be completed regionally; plan templates may be created regionally and shared.

Grant Duty	Intent	Scope	Regional Approach
<p>7.2 E. Where mass care plans already exist, CHBs will exercise the plan, in coordination with partners, at the tabletop, functional, or full-scale level.</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	<p>To allow CHBs to test/retest their Mass Care Plans. It is important to regularly exercise and update agency or jurisdictional Mass Care plans in collaboration with partners that support or provide the mass care in an emergency response.</p>	<p>If this duty was selected in a previous grant year, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	<p>Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</p>

Capability 10: Medical Surge

Grant Duty	Intent	Scope	Regional Approach
<p>10.1 E. CHBs will coordinate with partners to develop or update family reunification plans in support of medical surge operations, either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include elements on the MDH-provided Family Reunification Preparedness Elements Worksheet. Completed worksheet(s) must be submitted to MDH.</p>	<p>CHBs should have a clear understanding of their role in jurisdictional family reunification plans.</p> <p>Operational family reunification plans that reflect the role(s), expectations, and responsibilities for CHBs should be documented.</p>	<p>If this duty was selected in in BP1 (2019-2020), it may not be repeated in the current grant year. If this duty was selected prior to BP1 and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.</p>	<p>May not be completed regionally; plan templates may be created regionally and shared.</p>
<p>10.2 E. Based on jurisdictional priorities, where family reunification plans already exist, CHBs will exercise the plan, in coordination with partners, at the tabletop, functional, or full-scale level</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	<p>To allow CHBs to test/retest their family reunification plans</p>	<p>If this duty was selected in a previous grant year, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	<p>Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</p>

Capability 15: Volunteer Management

Grant Duty	Intent	Scope	Regional Approach
<p>15.1 E. CHBs will conduct an emergency preparedness exercise to notify and assemble volunteers (requiring volunteers to physically report to a location after being activated/notified). This grant duty may be met through an exercise or real event requiring activation of response plans. Volunteer assembly must include a registration/sign-in procedure and a volunteer safety message based on exercise/incident characteristics.</p> <p><i>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</i></p>	<p>Test and evaluate volunteer intake process and safety and health monitoring.</p>	<p>If this duty was selected in a previous grant year, it may be repeated in the current grant year.</p> <p>Volunteers must be asked to physically report. The number of volunteers and timeframe is at local discretion.</p> <p>Identify key objectives – 3 to 5 objectives is optimal.</p> <p>One exercise may be used to satisfy two duties as long as the exercise meets all of the requirements of each duty.</p>	<p>This duty may be conducted regionally; to complete this duty regionally, the following must be met:</p> <ul style="list-style-type: none"> • Volunteers from every CHB participating in the exercise must physically report; • Each participating CHB must contribute to the AAR-IP and identify corrective actions.

Center for Emergency Preparedness and Response
 Minnesota Department of Health
 625 Robert St. N.
health.epr@state.mn.us
<https://www.health.state.mn.us/communities/ep/index.html>

06/16/2020

CDC Budget Period BP2 1901 (07/01/2020 – 06/30/2021)

Cities Readiness Initiative (CRI) Duties:

CRI 1. CRI Jurisdictions that did not have an ORR in BP1: Participate in Operational Readiness Review (ORR) site visits and submit documentation, as directed by MDH.

CRI 2. Based on gaps identified in your most recent ORR, develop a new ORR Action Plan, participate in quarterly technical assistance calls, and submit documentation of completed activities (uploaded to SharePoint).

CRI 3. Update and submit the following three forms in DCIPHER by June 15, 2021:

- Jurisdictional Data Sheet
- Point of Dispensing Planning Form
- Training and Exercise Planning Form (must be updated with data from the 2021-2024 MYTEP)

CRI 4. CDC-Required Drills: Conduct three different MCM planning drills each grant year and provide reports to CDC. By May 1, 2021:

- Complete the following three drills *for a pandemic influenza scenario*:
 - Staff notification and assembly
 - Facility set-up
 - Site activation
- Upload drill data to DCIPHER

CRI 4. MDH-Required Drills and Training: Tactical Communications Maintenance

- Once per grant year, conduct a training on how to operate communications equipment (e.g. radios) with all core POD staff and test radio functionality (no travel required). Report completion date in REDCap by the end of the grant year.
- Once per grant year, conduct a POD site activation call-down drill for all open PODs and CPODs and update site contact information based on results. Report completion date in REDCap by the end of the grant year. Complete an AAR using the POD Activation AAR-IP Template and upload to REDCap CRI form.
- Once per quarter (Q1 drill is waived), conduct a notification drill of all core staff needed to manage all open PODs. Report completion date for each drill in REDCap by the end of each quarter. For each drill, complete an AAR using the Staff Notification AAR-IP template and upload to REDCap CRI form.
- Every six months, conduct a volunteer notification drill and update volunteer database based on results. Report completion date for each drill in REDCap by the end of the quarter. For each drill, complete an AAR using the MN Responds-MRC AAR-IP template and upload to REDCap CRI form.

CRI 5. Other duties as required by CDC or MDH.

EXHIBIT B TO AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

- A. Richfield shall pay Bloomington the total not-to-exceed amount of \$46,405.00 during the term of this Agreement for services outlined below:
1. \$34,405.00 for PH Emergency Preparedness Services; and
 2. \$12,000.00 for CRI Duties.
- B. The amounts above will be paid according to the following terms:
1. Bloomington shall invoice Richfield for the Services identified on Exhibit A, as follows:

Invoice Date	Amount
Upon Contract Execution	\$11,601.25
December 1, 2020	\$11,601.25
March 1, 2021	\$11,601.25
June 1, 2021	\$11,601.25

2. Payment shall be made within 15 days of receipt by Richfield of Bloomington's invoice.



STAFF REPORT NO. 111
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/15/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider a Grant Compliance Agreement with Penn Investments, LLC regarding a Livable Communities Demonstration Account Pre-Development Grant for 6501 Penn Avenue South.

EXECUTIVE SUMMARY:

On June 24, 2020, the City was awarded a Livable Communities Demonstration Account (LCDA) Pre-Development Grant (Grant) in the amount of \$50,000 to undertake activities relating to the redevelopment of 6501 Penn Avenue South. The activities include site plan development, feasibility and market studies, storm water management planning, soil testing, and other eligible activities.

In January, 2020, the Housing and Redevelopment Authority (HRA) entered into a Preliminary Development Agreement with Penn Investments, LLC (Developer) for the redevelopment of 6501 Penn Avenue South. The Developer will undertake the activities and be reimbursed with the Grant proceeds. The Grant Compliance Agreement lays out the terms and conditions for reimbursing the Developer for those activities.

RECOMMENDED ACTION:

By motion: Approve a Grant Compliance Agreement with Penn Investments, LLC regarding a Livable Communities Demonstration Account Pre-Development Grant for 6501 Penn Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On June 24, 2020, the City was awarded an LCDA Grant from the Metropolitan Council for pre-development activities to further the redevelopment of 6501 Penn Avenue South.
- On January 21, 2020, the HRA entered into a Preliminary Development Agreement with Penn Investments, LLC for the redevelopment of 6501 Penn Avenue South.

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

The City and the Metropolitan Council have executed a Grant Agreement that lays out the terms of the Grant. The Grant Compliance Agreement conveys those terms to Penn Investments, LLC.

C. CRITICAL TIMING ISSUES:

The Grant expires June 20, 2022.

D. FINANCIAL IMPACT:

- The City was awarded \$50,000 in Grant funds.
- The City intends to provide the proceeds of the Grant to the Developer.

E. LEGAL CONSIDERATION:

The HRA Attorney prepared the Agreement.

ALTERNATIVE RECOMMENDATION(S):

1. Decide not to approve the Agreement.
2. Approve the Agreement with changes.

PRINCIPAL PARTIES EXPECTED AT MEETING:

NA

ATTACHMENTS:

Description	Type
□ Grant Compliance Agreement	Contract/Agreement

GRANT COMPLIANCE AGREEMENT

This GRANT COMPLIANCE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2020, between the City of Richfield, Minnesota, a municipal corporation under the laws of the State of Minnesota (the “City”), and Penn Investments LLC, a Minnesota limited liability company (the “Developer”).

RECITALS

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) and the Developer entered into a Preliminary Development Agreement, dated January 21, 2020 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Developer proposed to acquire certain property (the “Redevelopment Property”) from the Authority, demolish the blighted buildings on the Redevelopment Property, and construct a building with approximately 80 to 100 housing units with at least twenty percent (20%) of the units available for persons earning sixty percent (60%) or less of the area median income and up to 12,000 square feet of commercial (the “Project”), and the Authority agreed to reimburse the Developer for a portion of the costs of the redevelopment with tax increment; and

WHEREAS, to assist the Developer in obtaining additional financing for the Project, the City submitted an application to the Metropolitan Council for funds available under the Livable Communities Demonstration Account Pre-Development Grant Program and the Authority submitted an application to the Minnesota Housing Finance Agency for funds available under the Community Homeownership Impact Fund; and

WHEREAS, the City was awarded and accepted a Livable Communities Demonstration Account Grant (Pre-Development Grant Program) in the maximum amount of \$50,000 from Metropolitan Council (the “LCDA Grant”); and

WHEREAS, pursuant to the Livable Communities Demonstration Account Grant Agreement (Pre-Development Grant Program) Agreement (the “LCDA Grant Agreement”), proceeds of the LCDA Grant may be used for site plan development, feasibility and market studies, stormwater management, soil testing, and other purposes and activities as more fully described in the LCDA Grant Agreement (the “Eligible Costs”); and

WHEREAS, a copy of the LCDA Grant Agreement has been provided to the Developer; and

WHEREAS, the City intends to provide the proceeds of the LCDA Grant Authority to the Developer to pay for Eligible Costs;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Authority, the City and the Developer as follows:

1. The LCDA Grant Agreement is incorporated herein by reference.
2. The Developer has read the LCDA Grant Agreement and agrees to comply with all terms, conditions, and obligations of the City under the LCDA Grant Agreement, including but not limited to providing evidence of expenditures for Eligible Costs, establishing and maintaining records, consenting to audits, and providing project progress reports.

3. The Developer agrees to fully indemnify the City for any liability incurred by the City with respect to the LCDA Grant Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Grant Compliance Agreement effective the date and year first written above.

CITY OF RICHFIELD, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

CPH DEVELOPMENT LLC

By _____
Name _____
Its _____



STAFF REPORT NO. 112
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
9/15/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Adoption of a resolution authorizing the refunding of the \$2,120,000 G.O. Street Reconstruction Bonds, Series 2012A, dated September 6, 2012 and the \$2,770,000 G.O. Storm Sewer Bonds, Series 2013B, dated March 21, 2013 with the \$3,255,000 G.O. Refunding Bonds, Series 2020B.

EXECUTIVE SUMMARY:

In 2012 the City issued the \$2,120,000 G.O. Street Reconstruction Bonds, Series 2012A and in 2013 the City issued the \$2,770,000 G.O. Storm Sewer Bonds Series 2013B. The 2012A bonds were issued to fund the 76th Street East Reconstruction Project. The 2013B bonds were issued to fund costs related to the Richfield Parkway Project.

In the current economic market, interest rates continue to be at low levels, and 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 bond issues, Ehlers & Associates, Inc. recommends undertaking a bond refunding of the Series 2012A and 2013B to take advantage of the low interest rates and realize interest savings. For this refunding the savings is estimated to be \$245,428.

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 2020B bonds are being issued to provide funds sufficient for a current refunding on February 1, 2021. The par amount of the Series 2012A and Series 2013B to be called on the call date is \$1,385,000 and \$1,775,000 respectively.

RECOMMENDED ACTION:

By Motion: Approve the attached resolution providing for the sale of the \$3,255,000 General Obligation Refunding Bonds, Series 2020B.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

N/A.

C. CRITICAL TIMING ISSUES:

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:

- On the basis of Ehlers & Associates, Inc. review, it appears that the current interest rate climate makes it feasible to refund the two bond issues.
- The current outstanding principal balance of the 2012A and 2013B bonds is \$1,385,000 and \$1,775,000 respectively. The City will continue to make the principal and interest payments up to and on the refunding date.
- The \$3,255,000 G.O. Refunding Bonds, Series 2020B are being issued to provide funds for a current refunding on February 1, 2021, on all of the City's callable G.O. Street Reconstruction Bonds, Series 2012A and callable G.O. Storm Sewer Bonds, Series 2013B.
- It is estimated that this refinancing under current rates would reduce the combined interest costs of paying these two debt issues by approximately \$245,428.
- The savings expressed in net present value terms is estimated to be 7.373% of the refunded principal or \$233,001.
- The bonds are being issued for a 13 year term; this does not extend the terms of the original issues. The maturity date of the new refunding issue will be the same as the two current outstanding issues.

E. LEGAL CONSIDERATION:

Legal Counsel has reviewed the Pre-Sale report and the attached resolution.

ALTERNATIVE RECOMMENDATION(S):

Disregard the current refunding option, continue to retire the bonded debt as presently scheduled, and forego the projected savings.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Rebecca Kurtz, Ehlers & Associates, Inc.

ATTACHMENTS:

Description	Type
▣ 2020B Refunding Provide for the Sale Resolution	Resolution Letter
▣ Pre-Sale Report Series 2020B	Exhibit

Resolution No. _____

Resolution Providing for the Sale of
\$3,255,000 General Obligation Refunding Bonds, Series 2020B

- A. WHEREAS, the City Council of the City of Richfield, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$3,255,000 General Obligation Refunding Bonds, Series 2020B (the "Bonds"), to finance a current refunding of the Series 2012A and 2013B Bonds in the City for interest savings; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on October 27, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

September 22, 2020
Pre-Sale Report for

City of Richfield, Minnesota

\$3,255,000 General Obligation Refunding Bonds,
Series 2020B



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Rebecca Kurtz, Senior Municipal Advisor
Brian Reilly, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$3,255,000 General Obligation Refunding Bonds, Series 2020B

Purposes:

The proposed issue provides funds to current refund the following two Bonds:

- Current refund the General Obligation Street Reconstruction Bonds, Series 2012A, which were issued to finance the 78th Street East Street Reconstruction project. Debt service will be paid from ad valorem property taxes.

Interest rates on the obligations proposed to be refunded are 2.0% to 2.75%. The refunding is expected to reduce debt service expense by approximately \$109,400 over the next 12 years. The Net Present Value Benefit of the refunding is estimated to be \$104,215, equal to 7.525% of the refunded principal.

- Current refund the General Obligation Stormwater Revenue Bonds, Series 2013B, which were issued to finance the acquisition of properties and construction of the Taft Lake storm water improvements and related improvements. Debt service will be paid from payments to the City from the Minnehaha Creek Watershed District, per the Cooperative Agreement.

Interest rates on the obligations proposed to be refunded are 2.0% to 2.7%. The refunding is expected to reduce debt service expense by approximately \$137,639 over the next 12 years. The Net Present Value Benefit of the refunding is estimated to be \$125,285, equal to 7.058% of the refunded principal.

This refunding is considered to be a Current Refunding as the two obligations being refunded are either callable (pre-payable) now or will be within 90 days of the date of issue of the new Bonds.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 475.58 – Allows cities to issue debt for street reconstruction after completing a Street Reconstruction Plan and holding a public hearing.
The Street Reconstruction portion of the Bonds counts against the Net Debt Limit of 3% of the estimated market value of taxable property in the City.
- 444 – Allows cities to issue debt without limitation as long as debt service is expected to be paid from water and /or sewer revenues.
- 475 – General bonding authority

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 13 years. Principal on the Bonds will be due on February 1 in the years 2022 through 2033. Interest is payable every six months beginning August 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City’s most recent bond issues were rated by Standard & Poor’s. The current ratings on those bonds are “AA+”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you in complying with these rules.

Investment of Bond Proceeds:

To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are “callable” on or after February 1, 2021. The new Bonds will not be pre-payable until February 1, 2029.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	September 22, 2020
Due Diligence Call to review Official Statement:	Week of October 12, 2020
Distribute Official Statement:	Week of October 12, 2020
Conference with Rating Agency:	Week of October 12, 2020
City Council Meeting to Award Sale of the Bonds:	October 27, 2020
Estimated Closing Date:	November 19, 2020
Redemption Date for Bonds Being Refunded:	February 1, 2021

Attachments

Estimated Sources and Uses of Funds
Estimated Proposed Debt Service Schedule
Estimated Debt Service Comparison
Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Brian Reilly, Senior Municipal Advisor	(651) 697-8541
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

City of Richfield, Minnesota

\$3,255,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Total Issue Sources And Uses

Dated 11/19/2020 | Delivered 11/19/2020

	Cur Ref 2012A Str Recon	Cur Ref 2013B Storm	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,430,000.00	\$1,825,000.00	\$3,255,000.00
Total Sources	\$1,430,000.00	\$1,825,000.00	\$3,255,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	17,160.00	21,900.00	39,060.00
Costs of Issuance	23,284.18	29,715.82	53,000.00
Deposit to Current Refunding Fund	1,385,000.00	1,775,000.00	3,160,000.00
Rounding Amount	4,555.82	(1,615.82)	2,940.00
Total Uses	\$1,430,000.00	\$1,825,000.00	\$3,255,000.00

City of Richfield, Minnesota

\$3,255,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/17/2020	-	-	-	-	-
08/01/2021	-	-	16,197.79	16,197.79	-
02/01/2022	255,000.00	0.350%	11,478.75	266,478.75	282,676.54
08/01/2022	-	-	11,032.50	11,032.50	-
02/01/2023	265,000.00	0.350%	11,032.50	276,032.50	287,065.00
08/01/2023	-	-	10,568.75	10,568.75	-
02/01/2024	260,000.00	0.400%	10,568.75	270,568.75	281,137.50
08/01/2024	-	-	10,048.75	10,048.75	-
02/01/2025	270,000.00	0.400%	10,048.75	280,048.75	290,097.50
08/01/2025	-	-	9,508.75	9,508.75	-
02/01/2026	265,000.00	0.500%	9,508.75	274,508.75	284,017.50
08/01/2026	-	-	8,846.25	8,846.25	-
02/01/2027	270,000.00	0.600%	8,846.25	278,846.25	287,692.50
08/01/2027	-	-	8,036.25	8,036.25	-
02/01/2028	275,000.00	0.700%	8,036.25	283,036.25	291,072.50
08/01/2028	-	-	7,073.75	7,073.75	-
02/01/2029	270,000.00	0.750%	7,073.75	277,073.75	284,147.50
08/01/2029	-	-	6,061.25	6,061.25	-
02/01/2030	275,000.00	0.850%	6,061.25	281,061.25	287,122.50
08/01/2030	-	-	4,892.50	4,892.50	-
02/01/2031	280,000.00	0.950%	4,892.50	284,892.50	289,785.00
08/01/2031	-	-	3,562.50	3,562.50	-
02/01/2032	285,000.00	1.200%	3,562.50	288,562.50	292,125.00
08/01/2032	-	-	1,852.50	1,852.50	-
02/01/2033	285,000.00	1.300%	1,852.50	286,852.50	288,705.00
Total	\$3,255,000.00	-	\$190,644.04	\$3,445,644.04	-

Yield Statistics

Bond Year Dollars	\$22,174.08
Average Life	6.812 Years
Average Coupon	0.8597606%
Net Interest Cost (NIC)	1.0359122%
True Interest Cost (TIC)	1.0397213%
Bond Yield for Arbitrage Purposes	0.8559840%
All Inclusive Cost (AIC)	1.2939108%

IRS Form 8038

Net Interest Cost	0.8597606%
Weighted Average Maturity	6.812 Years

City of Richfield, Minnesota

\$3,255,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2021	-	(2,940.00)	-	2,940.00
02/01/2022	282,676.54	282,676.54	303,565.00	20,888.46
02/01/2023	287,065.00	287,065.00	308,965.00	21,900.00
02/01/2024	281,137.50	281,137.50	304,165.00	23,027.50
02/01/2025	290,097.50	290,097.50	309,365.00	19,267.50
02/01/2026	284,017.50	284,017.50	304,365.00	20,347.50
02/01/2027	287,692.50	287,692.50	308,935.00	21,242.50
02/01/2028	291,072.50	291,072.50	308,287.50	17,215.00
02/01/2029	284,147.50	284,147.50	307,002.50	22,855.00
02/01/2030	287,122.50	287,122.50	305,597.50	18,475.00
02/01/2031	289,785.00	289,785.00	308,525.00	18,740.00
02/01/2032	292,125.00	292,125.00	311,195.00	19,070.00
02/01/2033	288,705.00	288,705.00	308,165.00	19,460.00
Total	\$3,445,644.04	\$3,442,704.04	\$3,688,132.50	\$245,428.46

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	230,061.31
Net PV Cashflow Savings @ 0.856%(Bond Yield).....	230,061.31
Contingency or Rounding Amount.....	2,940.00
Net Present Value Benefit	\$233,001.31
Net PV Benefit / \$3,485,226.69 PV Refunded Debt Service	6.685%
Net PV Benefit / \$3,160,000 Refunded Principal...	7.373%
Net PV Benefit / \$3,255,000 Refunding Principal..	7.158%

Refunding Bond Information

Refunding Dated Date	11/19/2020
Refunding Delivery Date	11/19/2020

City of Richfield, Minnesota

\$1,430,000 General Obligation Refunding Bonds, Series 2020B

Cur Ref 2012A Str Recon

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/17/2020	-	-	-	-	-
08/01/2021	-	-	7,122.58	7,122.58	-
02/01/2022	110,000.00	0.350%	5,047.50	115,047.50	122,170.08
08/01/2022	-	-	4,855.00	4,855.00	-
02/01/2023	115,000.00	0.350%	4,855.00	119,855.00	124,710.00
08/01/2023	-	-	4,653.75	4,653.75	-
02/01/2024	115,000.00	0.400%	4,653.75	119,653.75	124,307.50
08/01/2024	-	-	4,423.75	4,423.75	-
02/01/2025	120,000.00	0.400%	4,423.75	124,423.75	128,847.50
08/01/2025	-	-	4,183.75	4,183.75	-
02/01/2026	115,000.00	0.500%	4,183.75	119,183.75	123,367.50
08/01/2026	-	-	3,896.25	3,896.25	-
02/01/2027	120,000.00	0.600%	3,896.25	123,896.25	127,792.50
08/01/2027	-	-	3,536.25	3,536.25	-
02/01/2028	120,000.00	0.700%	3,536.25	123,536.25	127,072.50
08/01/2028	-	-	3,116.25	3,116.25	-
02/01/2029	120,000.00	0.750%	3,116.25	123,116.25	126,232.50
08/01/2029	-	-	2,666.25	2,666.25	-
02/01/2030	120,000.00	0.850%	2,666.25	122,666.25	125,332.50
08/01/2030	-	-	2,156.25	2,156.25	-
02/01/2031	125,000.00	0.950%	2,156.25	127,156.25	129,312.50
08/01/2031	-	-	1,562.50	1,562.50	-
02/01/2032	125,000.00	1.200%	1,562.50	126,562.50	128,125.00
08/01/2032	-	-	812.50	812.50	-
02/01/2033	125,000.00	1.300%	812.50	125,812.50	126,625.00
Total	\$1,430,000.00	-	\$83,895.08	\$1,513,895.08	-

Yield Statistics

Bond Year Dollars	\$9,758.94
Average Life	6.824 Years
Average Coupon	0.8596737%
Net Interest Cost (NIC)	1.0355124%
True Interest Cost (TIC)	1.0393200%
Bond Yield for Arbitrage Purposes	0.8559840%
All Inclusive Cost (AIC)	1.2930520%

IRS Form 8038

Net Interest Cost	0.8596737%
Weighted Average Maturity	6.824 Years

City of Richfield, Minnesota

\$1,430,000 General Obligation Refunding Bonds, Series 2020B

Cur Ref 2012A Str Recon

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2021	-	(4,555.82)	-	4,555.82
02/01/2022	122,170.08	122,170.08	132,510.00	10,339.92
02/01/2023	124,710.00	124,710.00	135,510.00	10,800.00
02/01/2024	124,307.50	124,307.50	133,410.00	9,102.50
02/01/2025	128,847.50	128,847.50	136,310.00	7,462.50
02/01/2026	123,367.50	123,367.50	134,110.00	10,742.50
02/01/2027	127,792.50	127,792.50	136,690.00	8,897.50
02/01/2028	127,072.50	127,072.50	134,160.00	7,087.50
02/01/2029	126,232.50	126,232.50	136,400.00	10,167.50
02/01/2030	125,332.50	125,332.50	133,520.00	8,187.50
02/01/2031	129,312.50	129,312.50	135,400.00	6,087.50
02/01/2032	128,125.00	128,125.00	137,150.00	9,025.00
02/01/2033	126,625.00	126,625.00	133,575.00	6,950.00
Total	\$1,513,895.08	\$1,509,339.26	\$1,618,745.00	\$109,405.74

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	99,659.28
Net PV Cashflow Savings @ 0.856%(Bond Yield).....	99,659.28
Contingency or Rounding Amount.....	4,555.82
Net Present Value Benefit	\$104,215.10
Net PV Benefit / \$1,529,724.70 PV Refunded Debt Service	6.813%
Net PV Benefit / \$1,385,000 Refunded Principal...	7.525%
Net PV Benefit / \$1,430,000 Refunding Principal..	7.288%

Refunding Bond Information

Refunding Dated Date	11/19/2020
Refunding Delivery Date	11/19/2020

City of Richfield, Minnesota

\$1,825,000 General Obligation Refunding Bonds, Series 2020B

Cur Ref 2013B Storm

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/17/2020	-	-	-	-	-
08/01/2021	-	-	9,075.21	9,075.21	-
02/01/2022	145,000.00	0.350%	6,431.25	151,431.25	160,506.46
08/01/2022	-	-	6,177.50	6,177.50	-
02/01/2023	150,000.00	0.350%	6,177.50	156,177.50	162,355.00
08/01/2023	-	-	5,915.00	5,915.00	-
02/01/2024	145,000.00	0.400%	5,915.00	150,915.00	156,830.00
08/01/2024	-	-	5,625.00	5,625.00	-
02/01/2025	150,000.00	0.400%	5,625.00	155,625.00	161,250.00
08/01/2025	-	-	5,325.00	5,325.00	-
02/01/2026	150,000.00	0.500%	5,325.00	155,325.00	160,650.00
08/01/2026	-	-	4,950.00	4,950.00	-
02/01/2027	150,000.00	0.600%	4,950.00	154,950.00	159,900.00
08/01/2027	-	-	4,500.00	4,500.00	-
02/01/2028	155,000.00	0.700%	4,500.00	159,500.00	164,000.00
08/01/2028	-	-	3,957.50	3,957.50	-
02/01/2029	150,000.00	0.750%	3,957.50	153,957.50	157,915.00
08/01/2029	-	-	3,395.00	3,395.00	-
02/01/2030	155,000.00	0.850%	3,395.00	158,395.00	161,790.00
08/01/2030	-	-	2,736.25	2,736.25	-
02/01/2031	155,000.00	0.950%	2,736.25	157,736.25	160,472.50
08/01/2031	-	-	2,000.00	2,000.00	-
02/01/2032	160,000.00	1.200%	2,000.00	162,000.00	164,000.00
08/01/2032	-	-	1,040.00	1,040.00	-
02/01/2033	160,000.00	1.300%	1,040.00	161,040.00	162,080.00
Total	\$1,825,000.00	-	\$106,748.96	\$1,931,748.96	-

Yield Statistics

Bond Year Dollars	\$12,415.14
Average Life	6.803 Years
Average Coupon	0.8598290%
Net Interest Cost (NIC)	1.0362265%
True Interest Cost (TIC)	1.0400367%
Bond Yield for Arbitrage Purposes	0.8559840%
All Inclusive Cost (AIC)	1.2945858%

IRS Form 8038

Net Interest Cost	0.8598290%
Weighted Average Maturity	6.803 Years

City of Richfield, Minnesota

\$1,825,000 General Obligation Refunding Bonds, Series 2020B

Cur Ref 2013B Storm

Assuming Current GO BQ "AA+" Market Rates plus 15bps

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2021	-	-	-	-
02/01/2022	160,506.46	160,506.46	171,055.00	10,548.54
02/01/2023	162,355.00	162,355.00	173,455.00	11,100.00
02/01/2024	156,830.00	156,830.00	170,755.00	13,925.00
02/01/2025	161,250.00	161,250.00	173,055.00	11,805.00
02/01/2026	160,650.00	160,650.00	170,255.00	9,605.00
02/01/2027	159,900.00	159,900.00	172,245.00	12,345.00
02/01/2028	164,000.00	164,000.00	174,127.50	10,127.50
02/01/2029	157,915.00	157,915.00	170,602.50	12,687.50
02/01/2030	161,790.00	161,790.00	172,077.50	10,287.50
02/01/2031	160,472.50	160,472.50	173,125.00	12,652.50
02/01/2032	164,000.00	164,000.00	174,045.00	10,045.00
02/01/2033	162,080.00	162,080.00	174,590.00	12,510.00
Total	\$1,931,748.96	\$1,931,748.96	\$2,069,387.50	\$137,638.54

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	126,900.87
Net PV Cashflow Savings @ 1.295%(AIC).....	126,900.87
Contingency or Rounding Amount.....	(1,615.82)
Net Present Value Benefit	\$125,285.05
Net PV Benefit / \$1,955,501.99 PV Refunded Debt Service	6.407%
Net PV Benefit / \$1,775,000 Refunded Principal...	7.058%
Net PV Benefit / \$1,825,000 Refunding Principal..	6.865%

Refunding Bond Information

Refunding Dated Date	11/19/2020
Refunding Delivery Date	11/19/2020



STAFF REPORT NO. 113
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
9/15/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution to accept the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant of \$2,745,098.

EXECUTIVE SUMMARY:

The CARES Act grant provided federal funds to the State of Minnesota and the legislature and Governor then distributed these funds to local governments throughout Minnesota to deal with the financial impacts of Covid-19.

The City of Richfield received \$2,745,098 of CARES grant funding and is in the process of compiling eligible costs incurred due to Covid-19 mitigation within the City. It is expected that all grant funds will be utilized.

RECOMMENDED ACTION:

By Motion: Adopt a resolution accepting the Coronavirus Aid, Relief, and Economic Security Act grant of \$2,745,098.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution and adopted by two-thirds majority of the City Council.

The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and donations to departments be received by resolution and passed by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:

None.

D. FINANCIAL IMPACT:

The amount of CARES grant funding received is \$2,745,098.

E. **LEGAL CONSIDERATION:**

None.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description	Type
☐ CARES Grant Resolution	Resolution Letter

RESOLUTION NO.
RESOLUTION AUTHORIZING ACCEPTANCE OF THE CORONAVIRUS AID,
RELIEF, AND ECONOMIC SECURITY ACT GRANT

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act grant provided federal funds to the State of Minnesota, and

WHEREAS, the State of Minnesota and the legislature and Governor distributed these funds to local governments throughout Minnesota to deal with the financial impacts of Covid-19; and

WHEREAS, the City of Richfield received \$2,745,098 of Coronavirus Aid, Relief, and Economic Security Act grant funds

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

That the City Council of the City of Richfield hereby accepts the Coronavirus Aid, Relief, and Economic Security Act grant funds received by the City, and authorizes the City to administer the funds in accordance with the requirements of the grant.

Approved by the City Council of the City of Richfield, Minnesota this 22nd day of September, 2020.

Maria Regan Gonzalez, Mayor

ATTEST

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 114
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/16/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider the approval of an ordinance to the Richfield City Code Appendix D (Fee Schedule) and a resolution authorizing summary publication of said ordinance. The proposed ordinance would revise fees related to the preparation of zoning verification letters and the processing of plat applications.

EXECUTIVE SUMMARY:

City staff conducts an annual review to determine whether its fees for permits and services are appropriate. Among other criteria, the intent of the review is to determine whether the costs of issuance for fees and permits reflect the staff time and costs related to performing the services associated with those fees. At the same time, staff tries to ensure that costs for City services are in line with our peer communities and are not excessive or onerous.

Fees related to building permits, zoning, and other land use permits are established by Appendix D of the City's Code. Staff is recommending the following changes to the fees and permits included in this section.

Zoning Letter:

Current: \$50
Proposed: \$65

Revised to account for approximately two hours of staff time.

Plat:

Current: Preliminary Plat \$500, Final Plat \$250
Proposed: Combined Preliminary/Final Plat \$775

Revised to reflect actual legal and staff time costs associated with review of plat documents.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion:

1. Approve a second reading of an ordinance amendment to Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees; and

2. Adopt a resolution authorizing summary publication of an ordinance amending Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

None

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

- State Statutes require municipal fees and permits to be determined in accordance with actual staff time and costs that are incurred in providing related services.
- City staff has determined that the fees in question should be modified in order to better reflect actual time and costs incurred.

C. **CRITICAL TIMING ISSUES:**

If approved, the proposed fee changes will be effective January 1, 2021.

D. **FINANCIAL IMPACT:**

- City staff has determined that current fees for some applications are insufficient to cover the costs related to processing those applications.
- Staff also reviews similar fees in our peer communities to ensure that Richfield's fees are not onerous or excessive. With the proposed changes, Richfield's fees remain in line with these peer communities.

E. **LEGAL CONSIDERATION:**

Notice of this public hearing was published in the *Sun Current*, as required.

ALTERNATIVE RECOMMENDATION(S):

- Approve the attached ordinance with changes.
- Reject the proposed ordinance and/or resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Resolution - Summary Publication	Resolution Letter

**BILL NO.
TRANSITORY ORDINANCE NO.**

**AN ORDINANCE AMENDING APPENDIX D
TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE SCHEDULE
FOR CERTAIN PERMITS AND APPLICATIONS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background

- 1.01 Appendix D to the Richfield City Code consists of the schedule of fees adopted by the City Council, including those adopted by resolution and those adopted by Ordinance.
- 1.02 Minnesota Statutes, Section 462.353 requires that certain fees be adopted by Ordinance. The City Council has previously established certain fees by Transitory Ordinance No. 19.11. The City Council has established other fees by resolution, which resolution is also part of Appendix D.
- 1.03 The City Council has determined the need to update the schedule of fees under Transitory Ordinance No. 19.11.

Section 2. Fee Schedule Adopted

- 2.01 The fees set forth in the attached Exhibit A are hereby adopted by Ordinance.
- 2.02 The fees adopted at Section 2.01 of this Ordinance shall be amended only by Ordinance. Any fees established by resolution, other than those adopted at Section 2.01 of this Ordinance, may be amended from time to time by resolution of the City Council.

Section 3. Effective date; codification.

- 3.01 This Ordinance is effective in accordance with Section 3.09 of the City Charter.
- 3.02 This Ordinance shall take effect January 1, 2021.
- 3.03 A copy of this Ordinance shall be included in Appendix D to the Richfield City Code, immediately prior to the resolution establishing fees.
- 3.04 This Ordinance supersedes Transitory Ordinance No. 19.11.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

EXHIBIT A
CONSTRUCTION AND RELATED PERMIT FEES AND CHARGES

A. Investigation Fees: Work without a Permit:

Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Section 2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Permit fee refunds:

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permitted not later than 180 days after the date of fee payment.

Type of Permit or License	Section Requiring	Description	Fee
		(a) Inspections outside of normal business hours (minimum charge - two hours)	\$60.00 per hour
		(b) Reinspection fees (minimum charge \$35.00)	\$60.00per hour
		(c) Inspections for which no fee is specifically indicated (minimum charge - one-half hour)	\$60.00 per hour
		(d) Additional plan review required by changes, additions or revision to plans (minimum charge - two hours)	\$60.00 per hour
		(e) Fee to reissue building inspection record card	\$35.00

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.

(1) Building Permits	400.03— 400.09	\$1 to \$500 (includes one inspection)	\$40.00
		Each additional inspection	\$40.00
		\$501 to \$2,000	\$26.25 for the first \$500 plus \$3.50 each additional \$100, or fraction thereof, to and including \$2,000 with a minimum fee of \$40.00.
		\$2,001 to \$25,000	\$77.25 for the first \$2,000 plus \$15.50 for each additional \$1,000, or fraction thereof, to and including \$25,000.
		\$25,001 to \$50,000	\$436.50 for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000.
		\$50,001 to \$100,000	\$716.75 for the first \$50,000 plus \$7.75 for each additional \$1,000, or fraction thereof, to and including \$100,000.
		\$100,001 to \$500,000	\$1,106.25 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof, to and including \$500,000.
		\$500,001 to \$1,000,000	\$3,599.25 for the first \$500,000 plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.

		1,000,001 and up	\$6,242.50 for the first \$1,000,000 plus \$4.25 for each additional \$1,000, or fraction thereof.
(2) Driveway, Parking Area Permits	515.05	(no permit fee for sidewalks)	\$40.00
(3) Swimming	420.00	Permanent or portable pools are based on building permit fees with a minimum of	\$40.00
(4) Plan Review Fee	400.03— 400.09	35% of building permit fee for one and two family dwelling basement remodels	
		65% of building permit fee for all other building permits, except no fee for the following:	
		(a) Existing single family dwelling minor nonstructural alterations.	
		(b) Single and two family dwelling repair and maintenance work.	
		(c) Commercial and industrial repair and maintenance work not exceeding \$1,000 or where plans are not required.	
Plan review fee for similar buildings		Maximum 25% of permit fee based on Minnesota State Building Code 1300.0160	
(5) Contractors License Verification Fee		Charged once each time a contractor applies for permit(s)	\$5.00
(6) Moving-Buildings	845	Moving Permit Fee	\$50.00
(7) Structure Demolition	400.00— 400.09	(a) Commercial Demolition cost as per Building Permit Schedule with a minimum of	\$50.00
		(b) Dwelling One or two story Residential - Garage and lesser structure	\$50.00 \$40.00

(8) Plumbing Permit	400.03— 400.09	Residential Minimum Fee 2% of Total Job cost with a minimum of (includes one inspection)	\$40.00
		Each additional inspection	\$40.00
(9) Plumbing Permit	400.03— 400.09	Commercial/Industrial/Multi-family Based on Total Job cost 2% of Estimated Job cost with a minimum of (includes one inspection)	\$45.00
		Each additional inspection	\$40.00
(10) Electrical Permit	400.03— 400.09	Residential (a) Minimum Fee which includes one inspection	\$40.00
		(b) Each additional Inspection	\$40.00
		(c) Complete Wiring Fee: Single Family Dwelling and each dwelling unit of a two family dwelling and includes not more than three inspections.	\$165.00
		(d) New Service - up to 200 amps	\$100.00
		(e) Temporary Service - (for construction)	\$45.00
		(f) Sub Panel	\$55.00
		(g) Installation, addition alteration, or repair of each circuit or feeder	\$8.00
		(h) Swimming pool or exterior hot tub	\$55.00
(11) Electrical Permit Commercial	400.03— 400.09	Commercial, Industrial and multiple dwellings (more than two units) and Technology systems: Minimum Fee which includes one inspection	\$45.00
		Each additional inspection	\$40.00

		(a) Based on total job cost - 2% of estimated job cost with a minimum of - Over \$50,000 - Fee/ \$1,000.00 plus 1% of cost over \$50,000.00	\$45.00
		(b) Traffic Signals: Per Intersection	\$185.00
		(c) Fire Alarm: Based on ¼% of cost of electrical job to customer with a minimum of	\$45.00
		(d) Carnivals, festivals and similar events plus \$35.00 for each service on generator	\$110.00
(12) Electrical Permit Signs	400.03—400.09	Based on 2% of cost of electrical job to customer with a minimum of (separate electrical permit required for signs)	\$45.00
(13) Solar Photovoltaic System Rating*		0—5,000 watts	\$60.00
		5,001—10,000 watts	\$100.00
		10,001—20,000 watts	\$150.00
		20,001—30,000 watts	\$200.00
		30,001—40,000 watts	\$250.00
		40,001 and over	\$250.00 and \$10.00 for each additional watts over 40,000 watts
(14) Residential Heating, Ventilating, Air Conditioning and Refrigeration	400.03—400.09	Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of (Includes one inspection)	\$40.00
		Each additional inspection	\$40.00
Commercial Heating,		Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a	\$45.00

Ventilating, Air Conditioning and Refrigeration		minimum of	
(15) Sign Installation	415.01— 415.11	(a) Temporary sign permit (b) Permanent sign (any size) Building permit is required for sign support structures fees based on building permit fee schedule	\$40.00 \$100.00
(16) Temporary Certificate of Occupancy	400	A temporary Certificate of Occupancy may be issued before completion of the entire work covered by the permit, provided the Chief Building Official deems that the building is safe to occupy	\$200.00 Plus a letter of credit or cash escrow equal to 125% of the remaining City Code requirements

ZONING, LAND USE AND RELATED CHARGES

Type of Permit or License	Section Requiring	Description	Fee
(1) Planned Unit Development	542	(a) \$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000.00
		(b) Major PUD Plan Amendment - \$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000.00
		(c) Minor PUD Plan Amendment	\$400.00
(2) Site Plan Review	547	(a) \$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500.00
		(c) Minor amendment	\$350.00
(3) Variance	547	Residential	\$350.00

		Non Residential	\$500.00
Variance Appeal		Residential and Non Residential	\$350.00
(4) Conditional Use Permit	547	(a) \$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(c) Minor amendment	\$350.00
(5) Interim Use Permit	547	\$500 plus \$100/year monitoring fee up to a maximum fee of	\$1,000.00
(6) *Zoning District or Code Text Change	547		\$1,000.00
(7) *Subdivision Approval	500.01— 500.05		\$500.00
Subdivision Waiver	500.05- Subd. 2		\$350.00
(8) Street/Easement Vacation	820/State Statute		\$500.00
(9) Appeal to Board of Adj. & Appeals	547		\$350.00
(10) Special Request to City Council			\$350.00
(11) Zoning Compliance Letter			\$50.00 <u>\$65.00</u>
(12) Comprehensive Plan Amend.			\$1,000.00
(13) Plats*	500	Preliminary/ <u>Final</u> Plat	\$500.00 <u>\$775.00</u>

		Final Plat	\$250.00
(14) Sketch Plan Review			\$350.00
(15) Extension		Extension of a Land Use Approval (rezoning, site plan approval, conditional use permit, variance, etc.) beyond its original approval period	\$250.00
(16) Escrow Administration Fee			\$50.00
*Any additional expenses incurred by the City in the course of processing a request will be charged to the applicant.			

FIRE SERVICES FEES

Type of Permit or License	Section Requiring	Description	Fee
(6) Fire Extinguishing System Permit		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) no charge for valuation of \$1,000 or less	\$50.00
(7) Fire Alarm Systems		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) No charge for valuation of \$1,000 or less	\$50.00
(8) Flammable or Combustible Liquid or Gas Storage Tanks and Piping		Tanks (installation or modification)	\$150.00
		Installation or alteration of piping Each unit or dispenser	\$50.00

		Underground Tank Removal	\$100.00/Tank
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MISCELLANEOUS FEES

Type of Permit or License	Section Requiring	Description	Fee
(3) Antenna Commercial Wireless Telecommunication Service (CWTS)	425 & 544	(a) CWTS antenna permit application fee	\$100.00
		(b) Antenna permit fee for additional antennas added to an existing antenna location or replacement of existing antennas at a location	\$35.00

(Bill No. 2018-17)

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE
AMENDING APPENDIX D TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE
SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS**

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. _____**

**APPENDIX D TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE SCHEDULE
FOR CERTAIN PERMITS AND APPLICATIONS**

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

This ordinance revises fees for certain land use services and applications. The fee for the preparation of a zoning verification letter has been raised from \$50 to \$65 and fees related to the processing of preliminary and final plat applications have been combined and raised from a total of \$750 to \$775. New fees will be effective January 1, 2021.

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 22nd day of September, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 115
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: John Stark, Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
9/15/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing and consider a resolution approving a modification to the Redevelopment Plan and approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II).

EXECUTIVE SUMMARY:

The City of Richfield and the Richfield Housing and Redevelopment Authority (HRA) have been in discussions with Northbay Companies (Developer) since 2019 related to their redevelopment proposal at 65th Street and Lyndale Avenue. That proposal, as it stands now, includes the rehabilitation of the existing 22-unit apartment building at 6345 Lyndale Avenue South and the construction of 82 new multifamily units. The project would include at least 20% of the units being made available to households earning 50% or less than the Area Median Income; with at least 5 of those units being in the newly constructed portion of the development.

A summary of the actions that the City and/or HRA have taken includes the following:

- A joint work session of the Richfield HRA, City Council and Planning Commission on November 26, 2019 at which the concept was generally supported;
- An HRA approval of a Preliminary Development Agreement on January 21, 2020 that included a commitment by the HRA to examine the appropriateness and potential amount of available Tax Increment Financing (TIF);
- A City Council approval of various land-use applications (including a Comprehensive Plan Amendment and a Rezoning) of the site on July 14, 2020, and;
- An HRA approval of a final Contract for Private Development (Contract) on July 20, 2020 which, in part, approved the issuance of TIF and included the provision, "the Authority [HRA] shall issue and deliver... [a] TIF Note in the principal amount of \$2,025,987" if certain conditions set forth in the Contract are met.

In accordance with the Contract for Private Development, and the HRA's consideration of the TIF Plan, the City is now being asked to consider a Modification to the Redevelopment Plan and Approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II). That Modification and Plan are contained in an attached document which includes the following:

- The Modification to the existing Richfield Redevelopment Plan including a map update identifying the 2020-1 (Henley II) TIF District and a short text passage citing the new District;

- A summary of the HRA and City's Authority to create such a District,
- A description of its classification as a Housing District (requiring 20% affordable at 50% of the AMI);
- An identification of the Original Net Tax Capacity that the "base" taxes will be calculated on - those taxes will be distributed to all the local taxing jurisdictions (Hennepin County, Richfield Public Schools and the City of Richfield) as was the case prior to the establishment of the TIF District;
- \$9,650,610 as the maximum TIF and related interest that could theoretically be collected in the District over its maximum lifespan of 26 years;
- The types of uses eligible for expenditure (including acquisition, affordable housing and other qualifying improvements such as structured parking);
- The "But-For" analysis concluding that the resulting housing development "would not reasonably be expected to occur solely through private investment."

While the TIF Plan identifies the maximum amount of Tax Increment that could be generated and the maximum expenditure on certain eligible uses, it does not commit the use of those funds. That commitment is contained in the approved Contract for Private Redevelopment which sets forth the following uses of TIF funds:

- Up to 90% of the TIF collected in an amount not to exceed \$2,025,987 to the Developer as a TIF Pay-As-You-Go Note to assist them in funding TIF qualifying expenses, and ;
- Up to 10% of the TIF collected to be retained by the Richfield HRA for reimbursement of expenses (including staff costs) in administering this District.

RECOMMENDED ACTION:

Conduct and close a public hearing and by motion approve a resolution approving a modification to the Redevelopment Plan for the Richfield Redevelopment project; and approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City and HRA have been engaged in discussions with this Developer in regards to the proposed project for nearly a year and have already granted several approvals related to the project.
- The City and HRA have established similar Housing TIF Districts in the past to advance the construction of new housing inclusive of at least 20% affordable housing.

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

- The proposed Redevelopment Area Modification and TIF Plan describes the statutory Authority by which the City and HRA can create a TIF District;

C. CRITICAL TIMING ISSUES:

- A notice was placed in the local newspaper (the Richfield Sun-Current) forecasting that the City Council would be considering this item on September 22.
- The Developer is hoping to begin their project in 2020 and would only be able to do so upon approval of these items.
- The Richfield HRA is considering this item on September 21, 2020.

D. FINANCIAL IMPACT:

- The TIF Plan identifies the Original Net Tax Capacity that the "base" taxes will be calculated on - those taxes will be distributed to all the local taxing jurisdictions (Hennepin County, Richfield Public Schools and the City of Richfield) as was the case prior to the establishment of the TIF District;
- According to the TIF Plan, the HRA would be eligible to retain 10% of the TIF collected in the District to reimburse its costs incurred in administering the District.
- The Contract for Private Development identifies up to \$2,025,987 to the developer as a TIF Pay-As-You-Go Note; this "Pay-Go" Note obligates the HRA to make payment to the Developer only in the event that the Developer has paid adequate taxes to provide the funding for such payment.

E. LEGAL CONSIDERATION:

- HRA legal counsel (Julie Eddington of Kennedy & Graven), has reviewed the documents under consideration and drafted the resolutions that the HRA and City Council are considering.

ALTERNATIVE RECOMMENDATION(S):

- Defer consideration of the approval of a Modification to the Redevelopment Plan and Approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II) to a future meeting in order to obtain further information.
- Do not approve a a Modification to the Redevelopment Plan and Approving a Tax Increment Financing Plan for the 2020-1 Tax Increment Finance District (Henley II) to a future meeting in order to obtain further information with findings as recommended by the City Attorney.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of Northbay Companies

ATTACHMENTS:

Description	Type
☐ Resolution Approving TIF Plan	Resolution Letter
☐ TIF Plan and Redev Area Mod	Backup Material

CITY OF RICHFIELD, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT; AND APPROVING A TAX INCREMENT FINANCING PLAN FOR THE 2020-1 TAX INCREMENT FINANCING DISTRICT: HENLEY II

WHEREAS, the City of Richfield, Minnesota (the “City”) and the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) have established, and the Authority administers, the Richfield Redevelopment Project (the “Redevelopment Project”) located within the City and have created a Redevelopment Plan (the “Redevelopment Plan”) therefor, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the “HRA Act”); and

WHEREAS, within the Redevelopment Project the City and the Authority have created certain tax increment financing districts pursuant to the HRA Act and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”); and

WHEREAS, the City and the Authority have determined to modify the Redevelopment Plan and approve a tax increment financing plan (the “TIF Plan”) relating to the creation of a new tax increment financing district within the Redevelopment Project designated as the 2020-1 Tax Increment Financing District: Henley II (the “TIF District”), a housing district, all as described in a plan document presented to the City Council of the City (the “City Council”) on the date hereof; and

WHEREAS, pursuant to Section 469.175, subdivision 2a of the TIF Act, notice of the proposed TIF District was provided to the county commissioner who represents the area included in the TIF District on or about August 10, 2020; and

WHEREAS, pursuant to Section 469.175, subdivision 2 of the TIF Act, the proposed TIF Plan and the estimates of the fiscal and economic implications of the TIF Plan were presented to the Clerk of the Board of Education of Richfield Public Schools and to the Taxpayer Services Division Manager, as the County Auditor, of Hennepin County, Minnesota (the “County”) on or about August 21, 2020; and

WHEREAS, on September 21, 2020, the Board of Commissioners of the Authority (the “Board”) approved the modified Redevelopment Plan and the TIF Plan for the TIF District and referred such plans to the City Council for consideration; and

WHEREAS, on the date hereof, the City Council conducted a duly noticed public hearing relating to the approval of the modified Redevelopment Plan and the TIF Plan for the TIF District, and the views of all interested parties were heard at the public hearing; and

WHEREAS, the City Council has reviewed the contents of the modified Redevelopment Plan and the TIF Plan; and

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

Section 1. Findings; Redevelopment Project. The City Council hereby finds that (a) the land in the Redevelopment Project would not be made available for development or redevelopment without the

use of tax increment financing; and (b) the modified Redevelopment Plan is intended to and, in the judgment of the City Council, the effect of such actions will be to (i) afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Redevelopment Project by private enterprise; and (ii) conform to the general plan for development of the City as a whole.

Section 2. Findings; TIF District.

2.01. It is found and determined that it is necessary and desirable for the sound and orderly development of the Redevelopment Project, and for the protection and preservation of the public health, safety, and general welfare of the City and its residents, that the authority of the TIF Act be exercised by the City to provide public financial assistance to the TIF District and the Redevelopment Project.

2.02. It is further found and determined, and it is the reasoned opinion of the City, that the development proposed in the TIF Plan could not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.

2.03. The proposed development to be financed in part through tax increment financing will provide the City with affordable housing.

2.04. The TIF Plan conforms to the general plan for development of the City as a whole.

2.05. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the TIF District and the Redevelopment Project by private enterprise.

2.06. The TIF District is a housing district under Section 469.174, subdivision 11 of the TIF Act.

2.07. The reasons and facts supporting all the above findings are set forth in the TIF Plan and are incorporated herein by reference. The City Council has also relied upon the reports and recommendations of its staff and consultants, as well as the personal knowledge of members of the City Council, in reaching its conclusions regarding the TIF Plan.

Section 3. Public Purpose. The adoption of the TIF Plan conforms in all respects to the requirements of the TIF Act. The TIF Plan will help facilitate affordable housing within the City. The City expressly finds that the tax increment assistance is provided solely to make the development financially feasible and thus produce the public benefits described. Therefore, the City finds that the public benefits of the TIF Plan exceed any private benefits.

Section 4. Approvals; Further Proceedings

4.01. The modified Redevelopment Plan is hereby approved.

4.02. The TIF Plan for the TIF District is hereby approved and adopted in substantially the form on file at City Hall.

4.03. Authority staff and consultants are authorized and directed to file a request for certification of the TIF District with the Taxpayer Services Division Manager, as the County Auditor, of the County and to file a copy of the modified Redevelopment Plan and the TIF Plan with the Minnesota Commissioner of Revenue and the State Auditor as required by the TIF Act.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



MODIFICATION TO THE REDEVELOPMENT PLAN

Richfield Redevelopment Project Area

- AND -

TAX INCREMENT FINANCING PLAN

Establishment of 2020-1 Tax Increment Financing District:
Henley II
(a housing district)

Richfield Housing and Redevelopment Authority
City of Richfield, Hennepin County, Minnesota

Public Hearing: September 22, 2020



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Modification to the Redevelopment Plan for the Richfield Redevelopment Project Area

Foreword

The following text represents a Modification to the Redevelopment Plan for the Richfield Redevelopment Project Area. This modification represents a continuation of the goals and objectives set forth in the Redevelopment Plan for the Richfield Redevelopment Project Area. Generally, the substantive changes include the establishment of the 2020-1 Tax Increment Financing District: Henley II.

For further information, a review of the Redevelopment Plan for the Richfield Redevelopment Project Area, is recommended. It is available from the Community Development Director at the City of Richfield. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within the Richfield Redevelopment Project Area.

Tax Increment Financing Plan for the 2020-1 Tax Increment Financing District: Henley II

Foreword

The Richfield Housing and Redevelopment Authority (the "HRA"), the City of Richfield (the "City"), staff and consultants have prepared the following information to expedite the establishment of the 2020-1 Tax Increment Financing District: Henley II (the "District"), a housing tax increment financing district, located in the Richfield Redevelopment Project Area.

Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the HRA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.001 - 469.047*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Redevelopment Plan for the Richfield Redevelopment Project Area.

Statement of Objectives

The District currently consists of five parcels of land and adjacent and internal rights-of-way. The District is being created to facilitate the development of 104 units of housing including the construction of 82 units and the rehabilitation of 22 existing units in the City. Sixteen studio units in the rehabilitated property at 6345 Lyndale and five studio units in the new construction portion of the project will be reserved for persons with incomes at or below 50% of the median area income. The HRA anticipates entering into an agreement with NorthBay as the developer. Development is anticipated to begin the Fall 2020. This TIF Plan is expected to achieve many of the objectives outlined in the Redevelopment Plan for the Richfield Redevelopment Project Area.

The activities contemplated in the Modification to the Redevelopment Plan and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of the Richfield Redevelopment Project Area and the District.

Redevelopment Plan Overview

Pursuant to the Redevelopment Plan and authorizing state statutes, the HRA is authorized to undertake the following activities in the District:

1. Property to be Acquired - Selected property located within the District may be acquired by the HRA and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available

pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the HRA may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The HRA may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Description of Property in the District and Property to be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
2702824220083	608 64th St. W.	64th St LLC
2702824220082	602 64th St. W.	64th St LLC
2702824220081	520 64th St. W.	Rauth
2702824220080	514 64th St. W.	Huntington
2702824220084	6345 Lyndale S.	6345 Lyndale LLC

Please also see the map in Appendix A for further information on the location of the District.

Classification of the District

The HRA, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11* and *M.S., Section 469.1761*.

- The District consists of five parcels
- The development will consist of 104 units of multi-family rental housing
- 20% of the units will be occupied by person with incomes less than 50% of median income
- No more that 20 percent of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the HRA (a total of 26 years of tax increment). The HRA elects to receive the first

tax increment in 2022, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2047, or when the TIF Plan is satisfied. The HRA reserves the right to decertify the District prior to the legally required date.

Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2020 for taxes payable 2021.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2022) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the HRA.

The original local tax rate for the District will be the local tax rate for taxes payable 2021, assuming the request for certification is made before June 30, 2021). The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within the Richfield Redevelopment Project Area, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The HRA requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2022. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	\$420,303	
Original estimated Net Tax Capacity	\$34,988	
Fiscal Disparities	\$0	
Estimated Captured Tax Capacity	\$385,315	
Original Local Tax Rate	136.6880%	Pay 2020
Estimated Annual Tax Increment	\$526,680	
Percent Retained by the City	100%	

Note: Tax capacity includes a 2.5% inflation factor for the duration of the District.
The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be \$58,094.

Pursuant to *M.S., Section 469.177, Subd. 4*, the HRA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has review the area to be included in the District and determined no building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Sources of Revenue/Bonds to be Issued

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 9,650,610
Interest	965,061
TOTAL	\$ 10,615,671

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The HRA reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the HRA to incur debt. The HRA will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The HRA may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$6,641,954. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund

loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Uses of Funds

Currently under consideration for the District is a proposal to facilitate the development of 104 units of housing including the construction of 82 units and the rehabilitation of 22 existing units. The HRA has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described.

The HRA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 3,000,000
Site Improvements/Preparation	-
Affordable Housing	1,000,000
Utilities	-
Other Qualifying Improvements	1,715,952
Administrative Costs (up to 10%)	926,002
PROJECT COSTS TOTAL	\$ 6,641,954
Interest	3,973,717
PROJECT AND INTEREST COSTS TOTAL	\$ 10,615,671

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The HRA may expend funds for qualified housing activities outside of the District boundaries.

Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the HRA may elect one of two methods to calculate fiscal disparities.

The HRA will choose to calculate fiscal disparities by clause b (inside).

Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated

by the TIF Plan would occur without the creation of the District. However, the HRA has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2019/Pay 2020 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Hennepin County	2,112,707,400	385,315	0.0182%
City of Richfield	42,574,771	385,315	0.9050%
ISD No. 280	57,397,386	385,315	0.6713%

Impact on Tax Rates				
Entity	Pay 2020 Extension Rate	Percent of Total	CTC	Potential Taxes
Hennepin County	41.0840%	30.06%	385,315	\$ 158,303
City of Richfield	54.7270%	40.04%	385,315	210,871
ISD No. 280	32.6580%	23.89%	385,315	125,836
Other	8.2190%	6.01%	385,315	31,669
	136.6880%	100.00%		\$ 526,680

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2019 rate. The total net capacity for the entities listed above are based on Pay 2019 figures. The District will be certified under the Pay 2021 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$9,650,610;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will

necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,305,759;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,900,662;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects, (2) review of the developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the TIF District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated

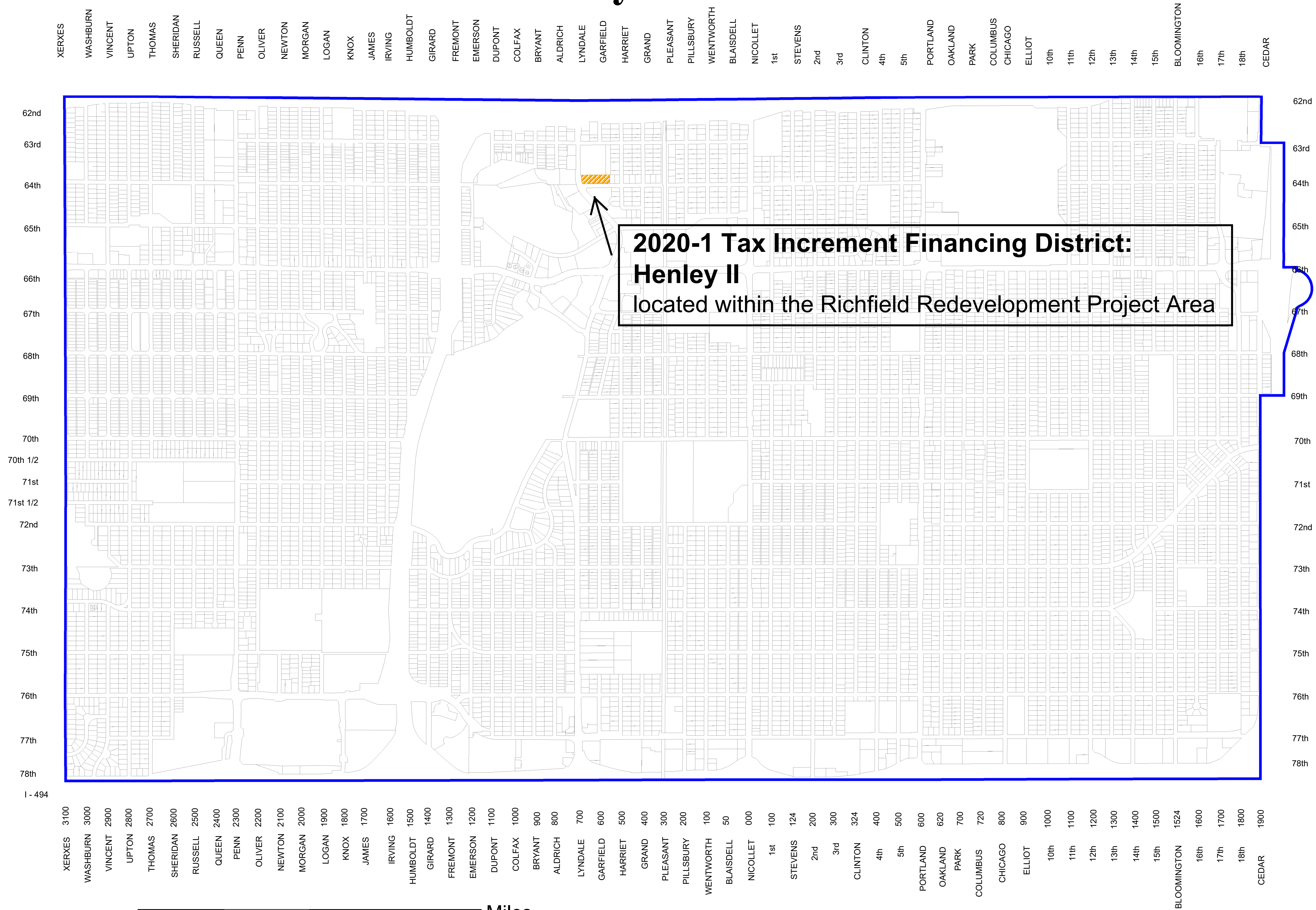
market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

Administration of the District

Administration of the District will be handled by the Community Development Director.




Appendix A: Map of the Richfield Redevelopment Project Area and the TIF District

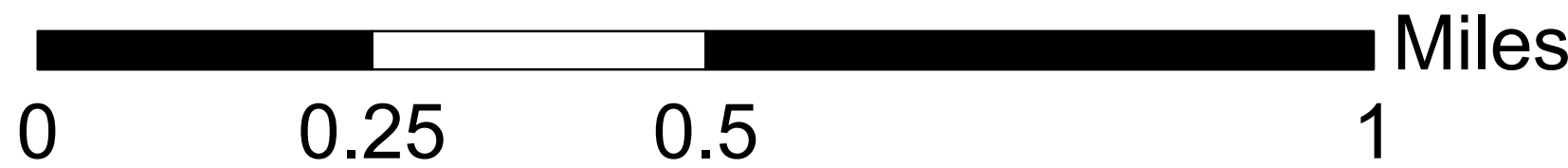
City of Richfield



**2020-1 Tax Increment Financing District:
Henley II**
located within the Richfield Redevelopment Project Area

Legend

-  TIF District No. 2020-1; Henley II
-  Parcels
-  City Limits



Appendix B: Estimated Cash Flow for the District



Henley II - 2.5% Inflation

City of Richfield, MN

82- unit New Multi-Family Development and 22-unit Multi-Family Rehab

ASSUMPTIONS AND RATES

DistrictType: Housing
 District Name/Number:
 County District #:
 First Year Construction or Inflation on Value 2020
 Existing District - Specify No. Years Remaining
 Inflation Rate - Every Year: 2.50%
 Interest Rate: 4.25%
 Present Value Date: 1-Aug-21
 First Period Ending: 1-Feb-22
 Tax Year District was Certified: Pay 2021
 Cashflow Assumes First Tax Increment For Development: 2022
 Years of Tax Increment: 26
 Assumes Last Year of Tax Increment: 2047
 Fiscal Disparities Election [Outside (A), Inside (B), or NA] Inside(B)
 Incremental or Total Fiscal Disparities Incremental
 Fiscal Disparities Contribution Ratio 35.1664% Pay 2020
 Fiscal Disparities Metro-Wide Tax Rate 142.4540% Pay 2020
 Maximum/Frozen Local Tax Rate: 136.688% Pay 2020
 Current Local Tax Rate: (Use lesser of Current or Max.) 136.688% Pay 2020
 State-wide Tax Rate (Comm./Ind. only used for total tax) 38.8460% Pay 2020
 Market Value Tax Rate (Used for total taxes) 0.14849% Pay 2020

Tax Rates

Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$162,000	0.75%
Over \$162,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
1	2702824220083	64th St LLC	608 64th St. W.	114,000	130,000	244,000	100%	244,000	Pay 2021	Non-H Res. 1 Unit	2,440	Rental	3,050	1
2	2702824220082	64th St LLC	602 64th St. W.	127,000	141,000	268,000	100%	268,000	Pay 2021	Hmstd. Res.	2,680	Rental	3,350	1
3	2702824220081	Rauth	520 64th St. W.	127,000	140,000	267,000	100%	267,000	Pay 2021	Hmstd. Res.	2,670	Rental	3,338	1
4	2702824220080	Huntington	514 64th St. W.	85,000	106,000	191,000	100%	191,000	Pay 2021	Hmstd. Res.	1,910	Rental	2,388	1
5	2702824220084	6345 Lyndale LLC	6345 Lyndale S.	264,000	1,565,000	1,829,000	100%	1,829,000	Pay 2021	Rental	22,863	Rental	22,863	1
				717,000	2,082,000	2,799,000		2,799,000			32,563		34,988	

Note:

1. Base values are for pay 2020 based upon review of County website on 8-13-20.
2. Located in SD #280 and WS #0



Henley II - 2.5% Inflation

City of Richfield, MN

82- unit New Multi-Family Development and 22-unit Multi-Family Rehab

PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2020	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	First Year Full Taxes Payable
1	Apartments	192,500	192,500	82	15,785,000	Rental	197,313	2,406	25%	100%	100%	100%	2023
1	Apartments	127,500	127,500	22	2,805,000	Rental	35,063	1,594	25%	100%	100%	100%	2023
TOTAL					18,590,000		232,375						
Subtotal Residential				104	18,590,000		232,375						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon estimates from County assessor 3-2-2020.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	197,313	0	197,313	269,703	0	0	23,439	293,142	3,574.90
Apartments	35,063	0	35,063	47,926	0	0	4,165	52,091	2,367.79
TOTAL	232,375	0	232,375	317,629	0	0	27,604	345,233	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	345,233
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(27,604)
less Base Value Taxes	(47,824)
Annual Gross TIF	269,805



Henley II - 2.5% Inflation

City of Richfield, MN

82- unit New Multi-Family Development and 22-unit Multi-Family Rehab

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	58,094	(34,988)	-	23,106	136.688%	31,583	15,792	(57)	(1,573)	14,161	13,578	0.5	2022	02/01/22
							15,792	(57)	(1,573)	14,161	26,874	1	2022	02/01/23
100%	232,375	(34,988)	-	197,388	136.688%	269,805	134,903	(486)	(13,442)	120,975	138,090	1.5	2023	08/01/23
							134,903	(486)	(13,442)	120,975	246,992	2	2023	02/01/24
100%	238,184	(34,988)	-	203,197	136.688%	277,746	138,873	(500)	(13,837)	124,536	356,766	2.5	2024	08/01/24
							138,873	(500)	(13,837)	124,536	464,257	3	2024	02/01/25
100%	244,139	(34,988)	-	209,151	136.688%	285,885	142,942	(515)	(14,243)	128,185	572,595	3.5	2025	08/01/25
							142,942	(515)	(14,243)	128,185	678,679	4	2025	02/01/26
100%	250,242	(34,988)	-	215,255	136.688%	294,228	147,114	(530)	(14,658)	131,926	785,586	4.5	2026	08/01/26
							147,114	(530)	(14,658)	131,926	890,270	5	2026	02/01/27
100%	256,499	(34,988)	-	221,511	136.688%	302,779	151,389	(545)	(15,084)	135,760	995,754	5.5	2027	08/01/27
							151,389	(545)	(15,084)	135,760	1,099,043	6	2027	02/01/28
100%	262,911	(34,988)	-	227,923	136.688%	311,544	155,772	(561)	(15,521)	139,690	1,203,111	6.5	2028	08/01/28
							155,772	(561)	(15,521)	139,690	1,305,013	7	2028	02/01/29
100%	269,484	(34,988)	-	234,496	136.688%	320,528	160,264	(577)	(15,969)	143,718	1,407,673	7.5	2029	08/01/29
							160,264	(577)	(15,969)	143,718	1,508,196	8	2029	02/01/30
100%	276,221	(34,988)	-	241,233	136.688%	329,737	164,869	(594)	(16,427)	147,847	1,609,456	8.5	2030	08/01/30
							164,869	(594)	(16,427)	147,847	1,708,609	9	2030	02/01/31
100%	283,126	(34,988)	-	248,139	136.688%	339,176	169,588	(611)	(16,898)	152,080	1,808,478	9.5	2031	08/01/31
							169,588	(611)	(16,898)	152,080	1,906,268	10	2031	02/01/32
100%	290,205	(34,988)	-	255,217	136.688%	348,851	174,426	(628)	(17,380)	156,418	2,004,756	10.5	2032	08/01/32
							174,426	(628)	(17,380)	156,418	2,101,194	11	2032	02/01/33
100%	297,460	(34,988)	-	262,472	136.688%	358,768	179,384	(646)	(17,874)	160,864	2,198,310	11.5	2033	08/01/33
							179,384	(646)	(17,874)	160,864	2,293,405	12	2033	02/01/34
100%	304,896	(34,988)	-	269,909	136.688%	368,933	184,466	(664)	(18,380)	165,422	2,389,159	12.5	2034	08/01/34
							184,466	(664)	(18,380)	165,422	2,482,922	13	2034	02/01/35
100%	312,519	(34,988)	-	277,531	136.688%	379,352	189,676	(683)	(18,899)	170,094	2,577,325	13.5	2035	08/01/35
							189,676	(683)	(18,899)	170,094	2,669,765	14	2035	02/01/36
100%	320,332	(34,988)	-	285,344	136.688%	390,031	195,016	(702)	(19,431)	174,882	2,762,829	14.5	2036	08/01/36
							195,016	(702)	(19,431)	174,882	2,853,957	15	2036	02/01/37
100%	328,340	(34,988)	-	293,352	136.688%	400,977	200,489	(722)	(19,977)	179,790	2,945,693	15.5	2037	08/01/37
							200,489	(722)	(19,977)	179,790	3,035,521	16	2037	02/01/38
100%	336,548	(34,988)	-	301,561	136.688%	412,197	206,099	(742)	(20,536)	184,821	3,125,940	16.5	2038	08/01/38
							206,099	(742)	(20,536)	184,821	3,214,478	17	2038	02/01/39
100%	344,962	(34,988)	-	309,974	136.688%	423,698	211,849	(763)	(21,109)	189,978	3,303,592	17.5	2039	08/01/39
							211,849	(763)	(21,109)	189,978	3,390,852	18	2039	02/01/40
100%	353,586	(34,988)	-	318,599	136.688%	435,486	217,743	(784)	(21,696)	195,263	3,478,674	18.5	2040	08/01/40
							217,743	(784)	(21,696)	195,263	3,564,668	19	2040	02/01/41
100%	362,426	(34,988)	-	327,438	136.688%	447,569	223,784	(806)	(22,298)	200,681	3,651,210	19.5	2041	08/01/41
							223,784	(806)	(22,298)	200,681	3,735,950	20	2041	02/01/42
100%	371,486	(34,988)	-	336,499	136.688%	459,954	229,977	(828)	(22,915)	206,234	3,821,223	20.5	2042	08/01/42
							229,977	(828)	(22,915)	206,234	3,904,722	21	2042	02/01/43
100%	380,773	(34,988)	-	345,786	136.688%	472,648	236,324	(851)	(23,547)	211,926	3,988,740	21.5	2043	08/01/43
							236,324	(851)	(23,547)	211,926	4,071,010	22	2043	02/01/44
100%	390,293	(34,988)	-	355,305	136.688%	485,660	242,830	(874)	(24,196)	217,760	4,153,786	22.5	2044	08/01/44
							242,830	(874)	(24,196)	217,760	4,234,840	23	2044	02/01/45
100%	400,050	(34,988)	-	365,063	136.688%	498,997	249,498	(898)	(24,860)	223,740	4,316,386	23.5	2045	08/01/45
							249,498	(898)	(24,860)	223,740	4,396,235	24	2045	02/01/46
100%	410,051	(34,988)	-	375,064	136.688%	512,667	256,334	(923)	(25,541)	229,870	4,476,566	24.5	2046	08/01/46
							256,334	(923)	(25,541)	229,870	4,555,224	25	2046	02/01/47
100%	420,303	(34,988)	-	385,315	136.688%	526,680	263,340	(948)	(26,239)	236,153	4,634,351	25.5	2047	08/01/47
							263,340	(948)	(26,239)	236,153	4,711,832	26	2047	02/01/48
Total							9,685,478	(34,868)	(965,061)	8,685,549				
Present Value From 08/01/2021							5,254,284	(18,915)	(523,537)	4,711,832				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for 2020-1 Tax Increment Financing District: Henley II, as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that 2020-1 Tax Increment Financing District: Henley II is a housing district as defined in M.S., Section 469.174, Subd. 11.*

The 2020-1 Tax Increment Financing District: Henley II consists of five parcels. The development will consist of the development of 104 units of housing, including the construction of 82 units and the rehabilitation of 22 existing units, all or a portion of which will receive tax increment assistance and will meet income restrictions described in M.S. 469.1761. At least 20 percent of the units – 16 studio units in the rehabilitated property at 6345 Lyndale and five studio units in the new construction portion -- receiving assistance will have incomes at or below 50 percent of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a housing district that meets the City's objectives for development and redevelopment. The cost of land acquisition, site and public improvements and developing affordable housing makes this housing development infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land acquisition, site and public improvements and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents required for affordable workforce housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for 2020-1 Tax Increment Financing District: Henley II conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for 2020-1 Tax Increment Financing District: Henley II will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Richfield Redevelopment Project Area by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.



STAFF REPORT NO. 116
CITY COUNCIL MEETING
9/22/2020

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director
9/15/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/16/2020

ITEM FOR COUNCIL CONSIDERATION:

Consider the 2020 Revised/2021 Proposed Budget resolutions adopting the 2021 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, authorizing revision of 2020 budget of various departments, and approving City fees for 2021.

EXECUTIVE SUMMARY:

On September 10, 2020, a special City Council meeting was held for the purpose of presenting and discussing the 2020 Revised/2021 Proposed Budget and 2021 preliminary property tax levy.

At this meeting staff presented to the City Council a preliminary gross tax levy of \$23,934,632 which includes a levy for general fund operations of \$19,001,439, a debt service levy of \$3,508,545, a tax abatement levy of \$54,043, an equipment and technology levy of \$830,000, and an Economic Development Agency levy of \$540,605. Accordingly, the 2021 preliminary gross levy represents a 5.50% increase from the 2020 gross levy.

As Council is aware, once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount.

In addition, the City must certify its proposed property tax levy for payable year 2021 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2020.

The Truth in Taxation public meeting must be held between November 25 and December 28, 2020 and must occur at 6:00 p.m. or later. The City's Truth in Taxation public meeting is scheduled for Monday November 30, 2020 at 6:00 p.m. via virtual WebEx meeting.

RECOMMENDED ACTION:

By Motion: Adopt the attached resolutions establishing the 2021 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2020 budget of various departments, and approving City fees for 2021.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

N/A.

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

The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06.

Consequently, as required by the Truth in Taxation legislation (MS 275.065) each “taxing authority” must certify its proposed property tax levy for payable year 2020 to the County Auditor on or before September 30, 2020. “Taxing authority” includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.

In addition, each “taxing authority” with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 30, 2020. This Truth in Taxation public meeting must be held between November 25 and December 28, 2020 and must occur at 6:00 p.m. or later.

C. CRITICAL TIMING ISSUES:

Along with the 2020 Revised/2021 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year’s Truth in Taxation public meeting. It is recommended that this year’s meeting be set for 6:00 p.m. Monday November 30, 2020 via virtual WebEx meeting.

All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2020.

D. FINANCIAL IMPACT:

The preliminary gross levy for taxes payable 2021 as presented is \$23,934,632.

The City’s tax capacity rate is anticipated to increase from 53.291% to 54.011%.

Included in the 2021 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of \$830,000 and the levy to fund the Economic Development Authority of \$540,605.

A final resolution for consideration authorizes the revision of the 2020 budget to conform to the most recent 2020 revenue and expenditure projections.

E. LEGAL CONSIDERATION:

N/A.

ALTERNATIVE RECOMMENDATION(S):

The City Council could adopt a lesser 2021 preliminary property tax levy or 2020 Revised/2021 Proposed budget or select other allowable Truth in Taxation hearing dates.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
❑ 2021 Proposed Budget and Tax Levy Resolution	Resolution Letter
❑ 2020 Authorizing Budget Revisions	Resolution Letter
❑ Authorizing Revision of 2020 Budget of Various Departments	Resolution Letter
❑ 2021 Appendix D Fees Resolution	Resolution Letter

**RESOLUTION NO.
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2021**

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2020 and then recertified before December 28, 2020.

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

1. The budget for the City of Richfield for the year 2021 is hereby approved and adopted with appropriations for each of the departments to be as follows:

General Fund

Legislative/Executive	\$ 1,044,630
Administrative Services	908,360
Finance	743,050
Public Safety	10,466,760
Fire Services	4,995,480
Community Development	1,697,080
Public Works	4,590,640
Recreation Services	2,078,350
Transfers Out	230,000
TOTAL GENERAL FUND	<u>\$26,754,350</u>

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2021 which are more fully detailed in the City Manager's official copy of the 2021 budget, are hereby found and determined to be as follows:

TOTAL GENERAL FUND \$26,754,350

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2020, payable in 2021 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund ¹	\$19,001,439 ²
Equipment	830,000
Economic Development Authority	540,605
Debt Service	3,508,545
Cedar Point Tax Abatement	54,043

¹ Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

² General Fund Levy includes all fiscal disparities distribution amounts.

4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2012A, will be reduced from \$139,135.50 to \$106,756 due to the use surplus bond proceeds from the issue.
5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2013A, will be reduced from \$160,203.75 to \$150,203.75 due to the use of bond fund cash.
6. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from \$634,705.32 to \$262,495.94 due to the utilization of gas and electric franchise fees.
7. The debt service tax levy as established in the bond documents for the G.O. Refunding Bonds, Series 2016B, will be reduced from \$269,850 to \$259,850 and \$250,761.92 to \$240,761.92 due to the use of bond fund cash.
8. The debt service tax levy as established in the bond documents for the G.O. Refunding Bonds, Series 2016C, will be reduced from \$724,473.75 to \$704,473.75 due to the use of bond fund cash.
9. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2017A, will be reduced from \$620,681.25 to \$600,681.25 due to the use of bond fund cash.
10. The debt service tax levy as established in the bond documents for the G.O. Capital Improvement Plan Refunding Bonds, Series 2017B, will be reduced from \$350,700 to \$340,700 due to the use of bond fund cash.
11. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from \$701,163.75 to \$273,762.50 due to the utilization of gas and electric franchise fees.
12. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2019A will be reduced from \$381,570 to \$371,570 due to the use of bond fund cash.
13. The budget for the Housing and Redevelopment Authority of Richfield for the year 2021 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2020, payable in 2021 for the following purposes:

PURPOSE

AMOUNT

Housing and Redevelopment Authority

\$631,030

14. A certified copy of this resolution shall be transmitted to the County Auditor.
15. The Truth in Taxation public meeting shall be set for 6:00 p.m. November 30, 2020 via virtual WebEx meeting.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.
RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.
2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.
3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2020 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 11685 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2020; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2020 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2021 budget document.

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

1. That the 2020 appropriations for each department of the General Fund be amended to establish the following totals:

General Fund

Legislative/Executive	\$ 934,680
Administrative Services	902,610
Finance	686,140
Public Safety	9,949,000
Fire Services	4,852,170
Community Development	1,650,000
Public Works	4,352,180
Recreation Services	1,729,630
Transfer Out	1,483,810
TOTAL GENERAL FUND	<u>\$26,540,220</u>
INCREASE	<u>\$ 1,079,500</u>

2. Estimated 2020 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager's official copy of the proposed 2021 budget, are hereby revised as follows:

INCREASE	<u>\$1,079,500</u>
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3. That the City Manager and the Finance Director bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ESTABLISHING 2021 LICENSE, PERMIT AND MISCELLANEOUS FEES PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE CITY OF RICHFIELD RESCINDING RESOLUTION NO. 11694

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

Section 1. - Establishing Fees.

- A. License, permit and miscellaneous fees required under the ordinances of the City of Richfield shall be as stated in the sections of this resolution.
- B. A period of no less than 30 days will be allowed for the remittance of City Business license renewal fees contained in Sections 5, 6, 7, 8 and 9 of this resolution.
- C. A 10% administrative surcharge will be assessed upon all renewals contained in Section 5, 6, 7, 8 and 9 of the resolution if not received by the City on or before December 31st of each year. The 10% surcharge will be based upon the cost of the license.
- D. Nothing in this section shall be deemed to require the City to issue or renew any license for which the fee has not been paid in a timely manner.

Section 2. - Construction and Related License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Heating and Ventilating Installer	400.07	1 Year	\$ 80.00
(2) Sign Installer	416.01—416.13	1 Year	\$ 80.00
(3) Electrical Installer	400.03—400.09	State License Required	
(4) Plumber	400.03—400.09	State License Required	
(5) Well Driller	620	State License Required	

Section 3. - Public Works Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Benches	805.01— 805.27	First Year	\$ 80.00

		Renewal	\$ 30.00
(2) Boulevard feature Permit	811.07	a) Application to place a privately owned feature in the boulevard	\$ 30.00
		b) If applied for after installation of feature has begun	\$ 60.00
(3) Excavation in Public Right of way	800.01— 800.15	a) For each transverse excavation and each 100 feet or portion thereof longitudinal excavation and for each 100 feet of curb and gutter or portion thereof installed or driveway apron installed, except when survey and grade stakes are set by City	\$ 125.00
		b) If applied for after excavation has begun	\$ 250.00
		c) For each pothole	\$ 20.00
(4) Pole Attachment /Small Cell Facilities Permit	802	a) Application to attach or collocate pole attachment on City facilities in the City Right-of-way	\$500/≤ 5 units & \$100/unit thereafter
		b) Application to construct/install new small cell pole w/ attachment in the City Right-of-way	\$1,000/unit
		c) Annual rental fee per attachment to collocate on the city structure, per agreement	Up to \$150/unit
		d) Annual maintenance fee associated with the collocation, per agreement	Up to \$25/unit
		Monthly Electrical Fees a) Radio node less than or equal to 100 maximum watts b) Radio node over 100 maximum watts c) The actual cost of electricity	\$73.00/node \$182.00/node

(5) Forestry Permit	810	Applies only to trees on City property and public ROW	\$ 50.00
(6) Seasonal Load Limit Exemption		a) Per load	\$ 25.00
		b) If applied for after delivery	\$ 50.00
(7) Obstruction Permit	802.17	(a) Short term, temporary single lane closure of less than four hours	No fee
		(b) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$ 60.00
		Full Closure (per block or portion thereof)	\$ 300.00
		Collector	
		Day (per block or portion thereof)	\$ 30.00
		Full Closure (per block or portion thereof)	\$ 75.00
		Local/Residential	
		Day (per block or portion thereof)	\$ 15.00
		Full Closure (per block or portion thereof)	\$ 45.00
		Sidewalk/Bike Lanes	
		Day	\$ 30.00
		If applied for after obstruction closure has	

		begun	
		(c) Short term, temporary single lane closure less than four hours	No fee
		(d) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		Day (per block or portion thereof)	\$ 120.00
		Full Closure (per block or portion thereof)	\$ 300.00
		Collector	
		Day (per block or portion thereof)	\$ 60.00
		Full Closure (per block or portion thereof)	\$ 150.00
		Local/Residential	
		Day (per block or portion thereof)	\$ 30.00
		Full Closure (per block or portion thereof)	\$ 90.00
		Sidewalk	
		Day	\$ 60.00
		If the closures are not removed by the permitted completion date, then additional Days will be charged at double the rate	
(8) Noise Ordinance Exemption	930.35	(a) With conditions added as required	\$ 50.00

		(b) If applied for after violation	\$ 100.00
(9) Certification Charge	705.03— 705.21	All delinquent accounts	\$ 50.00
(10) NSF Check Charge			\$ 30.00
(11) Utility Services			
Sanitary Sewer	700.05	All land uses	
New Service			\$ 125.00
Repair			\$ 125.00
Disconnect			\$ 125.00
Replacement			\$ 125.00
Sewer Service Line Televising			\$ 75.00
Water Service	715.01	All land uses	\$ 125.00
New Service			\$ 125.00
Repair			\$ 125.00
Disconnect			\$ 125.00
Replacement			
Turn on/off			\$ 50.00
Meter Installation			\$ 50.00
Private Hydrant			\$ 50.00
Hydrant Meter Fee			\$ 50.00

Storm Sewer	720	All land uses	
New Service			\$ 125.00
Repair			\$ 125.00
Disconnect			\$ 125.00
Replacement			\$ 125.00
(12) Street Light Banners	855.05	First time applicant to hang street light banners within a district of for an event.	\$ 50.00
		Per street light banner installation (no existing hardware)	\$ 20.00
		Per street light banner installation if supporting hardware exists on the light pole.	\$ 10.00
		Per street light banner removal	\$ 10.00
		Permit Renewal: Annually for both decorative and event banners, unless banner design has changed, then full application fee is charged. If annual renewal is not completed, the permittee risks removal of all banners at the permittee's expense.	\$ 10.00

Section 4. - Fire Services Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Fire Prevention Code	400.21— 400.29	For initial fee required under code Per Year	\$ 80.00
		For each additional fee required under code	\$ 20.00

		Penalty If not renewed within 2 months of notification Per Year	\$ 75.00
(2) Daycare/Adult Foster Care Facility Inspection			\$ 80.00
(3) Reimbursement Fee for Fire/Rescue Unit		Per Hour	\$ 375.00
(4) Sale of Consumer Fireworks	1131	(a) License per location selling only consumer fireworks Per Year	\$ 350.00
		(b) License per location of each other retail seller Per Year	\$ 100.00

Section 5. - Amusement and Recreation Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Arcade	1105	1 Year	\$ 611.00
(2) Amusement Device	1100.01	(a) Mechanical Amusement Device (Pinball) 1 Year	\$ 15.00
		(b) Mechanical Music Box 1 Year	\$ 15.00
		(c) Video Games 1 Year	\$ 15.00
(3) Lawful Gambling	1100.13	Bingo, Tipboard, Paddle Wheel, Raffle, Pull Tabs	State Fee

		Investigation Fee	\$ 250.00
(4) Itinerant Place of Amusement	1100.05— 1100.11	1 Day	\$ 329.00
(5) Public Dance	1110.03	For each day dances are held: 1 month:	\$ 4.00 \$ 52.00
		No fee for locations holding tavern licenses.	
(6) General Amusement	1100.03	(a) Billiard, Pool or Pigeonhole table (each) 1 Year	\$ 15.00
		1. Coin operated 1 Year	\$ 15.00
		(b) Bowling Alley (per lane) 1 Year	\$ 49.00
		(c) Circus 1 Year	\$ 202.00
		(d) Dance Hall 1 Day	\$ 202.00
		(e) Golf	
		1. Miniature 1 Year	\$ 47.00
		2. Driving Tee 1 Year	\$ 47.00
		(f) Mountback 1 Day	\$ 193.00
		(g) Rides, mechanical/animal of any kind (ea) 1 Year	\$ 15.00
		(h) Shows, any kind 1 Day	\$ 193.00
		(i) Shuffleboard (each lane) 1 Year	\$ 16.00
		(j) Other games 1 Day	\$ 15.00

(7) Musical Concert	1110.01	Per event	\$ 52.00
(8) Theatre Cinema	1120	1 Year	\$ 256.00
		Plus a notice publication fee	\$ 7.00
(9) Roller Rink	1115	1 Year or portion thereof	\$ 256.00
(10) Commercial Adult-Oriented Enterprises	605	1 Year	\$ 3,051.00
		Investigation fee 1 Year	\$ 3,051.00
(11) Masseur/Masseuse	605	Certificate fee 1 Year	\$ 100.00
		Investigation fee 1 Year	\$ 249.00
(12) Public Baths	610	1 Year	\$ 3,534.00
		Investigation fee (actual cost minimum)	\$ 3,534.00
(13) Fortune Teller and related trade	1130.05— 1130.07	1 Day	\$ 205.00
		1 Week	\$ 609.00
		1 Month	\$ 1,216.00
		1 Year	\$ 2,035.00
(14) Adult Establishments	1196	Annual license 1 Year	\$ 3,051.00
		Investigation fee (new license)	\$ 3,051.00

Section 6. - Animal Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Animals	905.01— 905.29	(a) Animals (Spayed or Neutered) with option to purchase a multi-year license 1 Year	\$ 15.00

		(b) Animals (Not Spayed or Neutered) 1 Year	\$ 25.00
		(c) Duplicate Animal License	\$ 7.00
		(d) Late Penalty	\$ 10.00
	905.31— 905.33	(e) Commercial Kennel 1 Year	\$ 217.00
		(f) Residential Kennel 1 Year	\$ 100.00
		(g) Veterinary	\$ 217.00
	905.37— 905.39	(h) Pigeons 1 Year	\$ 43.00
	905.41	(i) Non-domestic Animals (Temporary Permit)	\$ 30.00
	905.01— 905.29	(j) Impounding (each animal) 1st time	\$ 64.00
		2nd Time	\$ 127.00
		3rd time (each impound after)	\$ 191.00
		(k) Dangerous dog registration fee State Statute 347.51)	\$ 500.00
	906.13	(l) Beekeeping Registration fee	\$ 30.00

Section 7. - Vehicle and Transportation License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Aircraft	1340	1 Day	\$ 58.00
(2) Garbage and Refuse Collection	601.01— 601.33	Commercial and Residential	

		First vehicle 1 Year	\$ 305.00
		Each additional vehicle 1 Year	\$ 65.00
(3) Motor Vehicle Dealer	1155	Per place of business 1 Year	\$ 456.00
		Each additional place of business 1 Year	\$ 173.00
(4) Motor Bicycle Business	1160	Per place of business 1 Year	\$ 265.00
		Per place of business to sell, rent or lease 1 Year	\$ 121.00
(5) Sound Truck	1165	Per vehicle 1 Year	\$ 265.00
		Per vehicle 1 Day	\$ 40.00
(6) Taxicab	1170	First vehicle or auto livery 1 Year	\$ 660.00
		Each additional vehicle or auto livery operated at any time within license period 1 Year	\$ 81.00
(7) Taxicab Driver	1175	1 Year	\$ 62.00
(8) Rental or Utility Trailers and Trucks	1185	Each place of business 1 Year	\$ 121.00

Section 8. - Commercial Business and Trade Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Firearms Dealer	920.01— 920.05	1 Year	\$ 2,035.00

(2) Food Establishments	617	(A) Type I Establishment, a large 1 year high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day	
		(1) Food service establishment	\$ 914.00
		(2) School, kindergarten through grade 12	\$ 671.00
		(3) Daycare Center or Preschool	\$ 671.00
		(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
		(1) Food service establishment	\$ 784.00
		(2) School, kindergarten through grade 12	\$ 522.00
		(3) Daycare Center or Preschool	\$ 522.00
		(C) Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
		(1) Food service establishment	\$ 671.00
		(2) School, kindergarten through grade 12	\$ 333.00
		(3) Daycare Center or Preschool	\$ 333.00
		(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers	

		heat onsite, continental breakfasts, unpackaged baked goods made elsewhere	
		(1) Food service establishment	\$ 437.00
		(2) School, kindergarten through grade 12	\$ 203.00
		(3) Daycare Center or Preschool	\$ 203.00
		(E) Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging	
		(1) Food service establishment	\$ 269.00
		(2) School, kindergarten through grade 12	\$ 168.00
		(3) Daycare Center or Preschool	\$ 168.00
		(F) Supplemental Facility	
		(1) High Supplemental Facility (like Type I and II)	\$ 168.00
		(2) Medium Supplemental Facility (like Type III and IV)	\$ 134.00
		(3) Catering Supplemental Facility (for Food Catering Vehicle(s) and equipment)	\$ 203.00
		(4) Low Supplemental Facility (like Type V)	\$ 100.00
		(G) Temporary Food Establishment	
		(1) Complex Temporary 1 to 3 days (like Type I and II)	\$ 168.00
		(2) Complex Temporary 4 to 21 days (like Type I and II)	\$ 303.00
		(3) Simple Temporary 1 to 3 days (like Type III, IV and V)	\$ 70.00

		(4) Simple Temporary 4 to 21 days (like Type III, IV and V)	\$ 162.00
		(5) Temporary Food Multi-Vendor	\$ 849.00
		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statute Chapter 28A)	\$ 203.00
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$ 203.00
(4) Scavenger	601.17	Each vehicle 1 Year	\$ 60.00
		Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$ 31.00
(5) Incinerator	601.29— 601.31	1 Year	\$ 60.00
(6) Tobacco	1146.01(MS 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$ 510.00
(7) Transient Merchant	1181.01— 1181.09	1 Day	\$ 130.00
(8) Wagon Peddler	1181	1 Year	\$ 306.00
(9) State hawker or Peddler license	1181	6 month/per person covered	\$ 76.00
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$ 76.00
(11) Christmas Tree Sale	1130.03	1 Year	\$ 166.00
(12) Lodging Establishments	618	(A) Hotel/Motel	\$ 282.00

		(1) Each Guestroom	\$ 22.00
(13) Outdoor Merchandising	1135	Permit	\$ 129.00
(14) Storage Enclosure	1135	Per Enclosure	\$ 111.00
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$ 5,303.00
		(b) Owner investigation fee 1 Year (nonrefundable)	\$ 3,049.00
		(c) Manager investigation fee 1 Year (nonrefundable)	\$ 1,103.00
		(d) Employee investigation fee 1 Year (nonrefundable)	\$ 106.00
		(e) Transaction fee - per transaction	\$ 2.00
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$ 582.00
		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$ 2,438.00
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$ 453.00
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding 1 Year	\$ 1,016.00
		(b) Initial investigation fee (nonrefundable)	\$ 3,049.00

		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$ 60.00
(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$ 986.00
		Investigation fee (new license)	\$ 986.00
Massage Therapist (Individual License)		Annual license 1 Year	\$ 97.00
		Investigation fee (new license)	\$ 100.00
Temporary Massage Therapist License		Per temporary location	\$ 204.00
(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$ 269.00
		(2) Each additional pool	\$ 134.00
		(B) Outdoor	
		(1) First pool	\$ 269.00
		(2) Each additional pool	\$ 134.00
		(C) School, K through grade 12, pools	
		(1) First pool	\$ 175.00

		(2) Each additional pool	\$ 100.00
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$ 50.00 \$ 200.00

PLAN REVIEW FEE FOR FOOD, THERAPEUTIC MASSAGE AND LODGING

PERCENTAGE OF FACILITY INVOLVED WILL BE DETERMINED BY STAFF

Descriptions:

Type I Establishment, a large high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day.

Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day.

Type III Establishment, a medium risk food establishment serving mainly non-time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment.

Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended mixed drinks, packaged foods customers heat onsite, continental breakfasts, unpackaged baked goods made elsewhere.

Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging.

Environmental plan review—includes the physical remodeling, updating, equipment replacement, equipment additions and the general overall review of all plans/work. This also includes all new development projects.

	New Construction and/or Major Remodel (over 50% of facility involved)	Extensive Remodel (25—50% of facility)	Minor Remodel 0—24% of facility)	Non-remodel approval consultation \$5,000 or less in costs)
Type I	\$3,242.00	\$1,690.00	\$913.00	\$155.00
Type II	\$2,233.00	\$1,224.00	\$680.00	\$155.00

Type III	\$1,224.00	\$681.00	\$406.00	\$155.00
Type IV	\$599.00	\$234.00	\$117.00	No fee
Type V	New project or change of owner - \$ 142.00		Minor remodel - permit but no plan check fee	
Therapeutic Massage	\$ 155.00	\$ 155.00	\$155.00	\$155.00

Section 9. - Liquor and Related License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) 3.2 Malt Liquor	1202.05	(a) On-Sale 1 Year	\$ 912.00
		(b) Tavern (dance) 1 Year	\$ 745.00
		(c) Wholesale 1 Year	\$ 44.00
		(d) Growler (Micro Brewery Off-Sale Malt Liquor) 1 Year	\$ 175.00
		(e) Off-Sale 1 Year	\$ 264.00
		(f) Club (Bottle Club) 1 Year	\$ 603.00
		(g) Temporary per event	\$ 67.00
(2) Liquor	1202.05	(a) On-Sale 1 Year	\$ 15,036.00
		(b) Sunday (Fee set by state law) 1 Year	\$ 200.00
		(c) Wine 1 Year	\$ 1,325.00
		(d) Taproom (Micro Brew On-Sale Malt Liquor) 1 Year	\$ 700.00

		(e) Cocktail Room (Micro Distillery On Sale) 1 Year	\$ 800.00
		(f) Micro Distillery Off Sale 1 Year	\$ 600.00
		(g) Veterans' Organization (Ex-Sunday) 1 Year	\$ 863.00
		(h) Temporary per event	\$ 137.00
(3) Employee License On-Sale Liquor Establishments	1208.01	Effective 10/1/95 all licenses issued shall be valid for a period of two years from the date of initial application	\$ 37.00
(4) Investigation Fee	1202.01— 1202.21	(a) On-Sale liquor including Veterans' Organization	\$ 824.00
		Each person shown on application	\$ 247.00
		Each additional investigation for each person not listed on original or renewal application (excluding Veteran's Organizations)	\$ 247.00
	1202.11	(b) Wine, Taproom, Brewpub, Distillery, and	\$ 824.00
		Each person shown on application	\$ 247.00
		Each additional investigation for each person not listed on original or renewal application	\$ 247.00
	1202.11	Investigation of substitute manager	\$ 103.00

Section 10. - Housing Inspection and Rental License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) License for Apartment Houses and Rental Homes	405	(a) Apartment House 1 Year	\$ 150.00
		Each unit	\$ 15.00
		(b) Rental Home - single family dwelling 1 Year	\$ 150.00
		(c) Duplexes/double bungalows/townhouses	
		First unit 1 Year	\$ 150.00
		Each additional rental unit 1 Year	\$ 85.00
		(d) Late Fee—To be charged each month the license is late	10% of the annual license fee, with a minimum monthly fee of \$50.00 and a maximum monthly fee of \$500.00, charged each month the fee is late
		(e) License Transfer Fee	\$ 50.00
		(f) Reinstatement of suspended license	100% of license fee (minimum \$80.00)
		(g) Reinstatement of Revoked license	200% of license fee
		(h) Re-Inspection Fee	
		1. multi-family	\$80.00 for each building with 4 to 11 units \$100.00 for each building with 12 or

			more units
		2. single family & duplex	\$50.00 ea.
		(Inspection over standard 2 inspections) Reinspection fees shall be payable at the time of license renewal and no renewal license shall be issued unless	
		all inspection fees are paid	
		(i) Provisional license for apartment house Includes first unit	\$ 300.00
		Each additional unit	\$ 30.00
		Provisional license for Rental Home—single family dwelling 1 Year	\$ 300.00
		Provisional license for duplex First unit	\$ 300.00
		Each additional unit	\$ 170.00
		(j) Investigation fee for operating a rental property without a license	\$ 500.00
(2) Certificate of Housing maintenance Compliance	405.26	Single family home (includes one reinspection)	\$ 150.00
		2-family home (includes one reinspection)	\$ 230.00
		Condominium (includes one reinspection)	\$ 100.00
		Reinspection Fee	\$ 50.00

		Fee to process cash escrow agreement	\$ 50.00
		Fee to process Agreement to Comply	\$ 50.00
(3) Permit Fee for Rooming House	405.15-16	1 Year	\$ 170.00

Section 11. - Miscellaneous Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Permit to reside	1190	In motel for more than six Months	\$ 17.00
(2) Permit to Carry a Gun		Permit Issued By County	
(3) False Alarms (billable)		(a) in excess of 2 for calendar Year	\$ 100.00
		(b) in excess of 10 for calendar Year	\$ 200.00
		(c) in excess of 20 for calendar Year	\$ 300.00
(4) Nuisance Conduct Fee	925	Third call to a property for nuisance conduct within a 365-day period	\$ 350.00
(5) Copying Services Provided		Flat rate (per page)	\$.25
		Special rate	
		(a) Black & White Photocopy rate	
		8.5 x 11 (per side)	\$.25
		8.5 x 14 (per side)	\$.25
		MN Statute 13.03C	

		11 x 17 (each)	\$.50
		24 x 36 (each)	\$ 2.50
		X-large	\$ 2.50
		Color Photocopy rate	
		8.5 x 11 (per side)	\$ 1.00
		8.5 x 14 (per side)	\$ 2.00
		11 x 17 (each)	\$ 4.00
		24 x 36 (each)	\$ 18.00
		X-large	\$ 3.00/ sq. ft.
		(b) Labor	hourly wage & 33%
		(c) Postage	prevailing rate
		(d) Fax per page	\$.50
		(e) CD of meeting (per CD)	\$ 5.00
		(f) DVD of meeting (per DVD)	\$ 15.00
		(g) Electronic copies (CD or disk)	\$ 5.00
		(h) As built (per image)	\$.50
(6) Notary Fee		Fee Set By State	
(7) Candidate Filing Fee	City Charter 4.04		\$ 25.00

(8) Photo Fee		Includes 2 photos	\$ 16.00 including tax
(9) Assessing Fees	Special	Special Assessment Searches	
		- One free property identification number (PID) search per Day	
		- if more than one search per Day (per search)	\$ 3.00
		Special Assessment Search Report	
		- per PID	\$ 15.00
		Creation of New or Special Report	
		- Fees to be based on time and materials to create report	
		- Minimum Fee	\$ 25.00
		Review of Comparable Property Records	
		Residential Field Card Report	\$.25
		- for up to five comparable properties (per copy)	
		Commercial/Industrial/Apartment Field	
(10) Domestic Partnership	120	Registration	\$ 30.00
(11) Certified copy of various documents		To certify documents i.e. resolutions, ordinances, minutes, registration forms, etc. on file (per copy)	\$ 5.00
(12) Vacant Building Registration Fee	925	Single Family Home or Duplex - Vacant less than one Year	\$ 300.00

		Single Family Home or Duplex - Vacant one Year or longer	\$ 350.00
		Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant less than one Year	\$ 550.00
		Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant one Year or longer	\$ 1,050.00
		Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant less than one Year	\$ 1,300.00
		Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant one year or longer	\$ 2,550.00

Section 12. - Room and Park Shelter Rental Fees.

Location	Description	Fee Classification	Fee
Richfield Municipal Center	Bartholomew Room	Civic and non-profit groups and governmental agencies	\$ 75.00/Hr (2-hour minimum)
		Resident groups	\$ 100.00/Hr (2-hour minimum)
		Non-Resident and other groups	\$500.00/4-hour block
Richfield Municipal Center	Heredia Room	Civic and non-profit groups and governmental agencies	\$ 65.00/Hr (2-hour minimum)
		Resident groups	\$ 80.00/Hr (2-hour minimum)

		Non-Resident and other groups	\$400.00/4-hour block
Richfield Municipal Center	Fred Babcock Room	Civic and non-profit groups and governmental agencies	\$ 65.00/Hr (2-hour minimum)
		Resident groups	\$ 80.00/Hr (2-hour minimum)
Richfield	Augsburg Room	Non-Profit	\$ 38.00/Hr
Community Center	Fireside Room Nicollet Room Ruth Johnson Room	Resident Private	\$ 48.00/Hr
		Non-Resident: Private	\$ 55.00/Hr
	Combined Nicollet/Augsburg or Richfield Room	Non-Profit	\$ 67.00/Hr
		Resident: Private	\$ 82.00/Hr
		Non-Resident: Private	\$ 93.00/Hr
	Kitchen	All Renters	\$ 36.00/booking Free with combined Nicollet/Augsburg room rental
Wood Lake Nature Center	Auditorium	Non-Profit	\$ 38.00/Hr
		Resident: Private	\$ 48.00/Hr
		Non-Resident: Private	\$ 56.00/Hr
Park Buildings (depending on availability)	Augsburg, Christian, Donaldson (East), Jefferson, Madison, Taft, Washington Park Buildings	All Renters	\$ 27.90/Hr (2hr min)
	Wood Lake Nature Center - Emily Day Pavilion		\$ 74.40/4-hour block

Park Shelters	Fairwood, Monroe, Augsburg Park Shelters		\$ 37.20/4-hour block
	Sheridan Park Shelter		\$ 74.40/4-hour block
	Veterans Park Shelter	<u>Monday – Thursday</u> Day: 4-Hour Block	1 Section: \$120.90 2 Sections: \$190.65 3 Sections: \$260.40 1 Section: \$93.00
		Evening: 3-Hour Block	2 Sections: \$148.80 3 Sections: \$195.30
	Veterans Park Shelter	<u>Weekend</u> Day: 4-Hour Block Evening: 3-Hour Block	1 Section: \$125.55 2 Sections: \$195.30 3 Sections: \$260.40 1 Section: \$97.65 2 Sections: \$153.45 3 Sections: \$199.95
Athletic Fields	Premium Baseball Fields	Resident	\$ 44.00/hr \$ 260.00/day (first 8 hrs)
	Donaldson, Roosevelt	Non-Resident	\$ 56.00/hr \$ 320.00/day (first 8 hrs)
	Premium Softball Fields Lincoln, Taft	Resident Non-Resident	\$ 25.00/hr \$ 120.00/day (first 8 hrs) \$ 35.00/hr \$ 175.00/day (first 8 hrs)

	General Baseball/Softball Fields	Resident	\$ 18.50/hr \$ 91.00/day (first 8 hrs)
	All other	Non-Resident	\$ 35.00/hr \$ 175.00/day (first 8 hrs)
	Soccer/Football Fields	Resident	\$ 52.00/hr
	Christian, Donaldson, Taft, Washington	Non-Resident	\$ 77.00/hr
Broomball/Hoc key Rink	All broomball/ hockey rinks	Resident	\$ 18.00/hr
		Non-Resident	\$ 26.00/hr
Tennis Courts	All parks	Resident	\$ 5.00/court/hr
		Non-Resident	\$ 6.00/court/hr
Open Space	All parks	Resident	\$ 18.00/hr
		Non-Resident	\$ 26.00/hr
Athletic Facility Light Use	Softball, Baseball, Soccer, Football, Hockey, Tennis	All renters	\$ 28.00/hr

Passed by the City Council of the City of Richfield this _____ day of _____, 2020.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk