City of Robbinsdale

CITY COUNCIL MEETING
September 15, 2020
4100 Lakeview Avenue North
Robbinsdale, Minnesota
7:00 p.m.

A G E N D A

CITIZEN PARTICIPATION

THIS MEETING WILL BE HELD IN PERSON AT CITY HALL-COUNCIL CHAMBERS
Due to limited capacity – those planning to attend are asked to RSVP 763-531-1255.
In some cases, there may be breaks to allow for cleaning & seating transition.

The City Council is meeting as a legislative body to conduct the business of the City according to the

RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the following times and always within the prescribed rules of conduct for public input at meetings.

A) PUBLIC HEARINGS: Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL.

B) OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA
If you would like to address the City Council on an item not on the agenda, please call in advance as noted above. For in-person meetings, the City Council Chambers has limited capacity due to COVID-19 restrictions; RSVPs are requested to assure adequate spacing.

The opportunity for the public to address the city council is not televised. Any member of the public may speak at this time on any item NOT on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Other Business at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion without permission of the presiding officer.

Your participation, as prescribed by the Council's RULES, is welcomed and your cooperation is greatly appreciated.

1. CITY COUNCIL MEETING CALLED TO ORDER

2. ROLL CALL: Selman, Backen, Blonigan, Rogan, Mayor Murphy

3. **MICROPHONE CHECK:** Blonigan, Rogan, Selman, Backen, Mayor Murphy

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA

5. APPROVAL OF THE SEPTEMBER 15, 2020 MEETING AGENDA

6. **CONSENT AGENDA:** Pursuant to Council rules, one motion, non-debatable, will approve the recommendation noted. Any member of the Council may ask for an item to be taken from the Consent Agenda for discussion and separate action. Such items removed from the Consent Agenda shall be considered immediately following approval of the balance of the Consent Agenda:

   A. Motion to approve and order placed on file minutes of the City Council meeting: 1-9
      - City Council Minutes on 9/01/20
      - Work Session Minutes on 9/01/20
      - Special work session minutes on 9/08/20
      - Budget work session minutes on 9/08/20

   B. Motion to accept the following commission minutes: 10-18
      - Parks, Recreation & Forestry Commission – 5/26/20
      - Planning Commission – 7/16/20

   C. Motion to approve issuance of licenses dated September 15, 2020. 19-20

   D. Motion to waive the reading and order the adoption of Resolution No. XXXX "A RESOLUTION RECOMMENDING TO THE CHIEF JUDGE OF THE HENNEPIN COUNTY DISTRICT COURT APPOINTMENT OF QUALIFIED VOTER OF THE CITY OF ROBBINSDALE TO THE ROBBINSDALE CHARTER COMMISSION." 21-22 (RES 22)

   E. Motion to authorize the City Manager and Finance Director to issue a Purchase Order to MacQueen Equipment of St Paul, MN for the purchase of a new 2021 Vactor 2100i for the net amount of $404,847.00 + license. 23

   F. Motion to approve Travail Kitchen and Amusement planned event on their parking lot at 4131 West Broadway on Saturday, October 3, 2020 from 12:00 noon to 10:00 p.m. with 2 planned seatings and conditions listed in the staff report. 24-25

   G. Motion to authorize the Mayor and City Manager to sign the School Resource Officer Agreement between Independent School District 281 and the City of Robbinsdale. 26

7. PRESENTATION
   A. No Presentation items are scheduled.

8. PUBLIC HEARING
   A. No public hearings are scheduled

9. OLD BUSINESS
   A. Public Facilities Authority Loan Agreement — 27-52 (RES 28)
      - Motion to approve Resolution ____ "A RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES AUTHORIT6Y TO PURCHASE A GENERAL OBLIGATION WATER REVENUE NOTE, SERIES 2020B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $36,430,904; PROVIDING FOR ITS ISSUANCE; AND AUTHORIZING THE EXECUTION OF A PROJECT LOAN AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH."

   B. 2021 Preliminary Budget — 53-64 (RES 64)
      - Motion to adopt Resolution No. ______" A RESOLUTION ADOPTING THE PROPOSED 2021 GENERAL FUND AND DEBT SERVICE NET LEVIES AND FOR CERTIFICATION TO HENNEPIN COUNTY."

   C. Proposed 2021 HRA Property Tax Levy — 65-66 (RES 66)
      - Motion to adopt Resolution No. ______" A RESOLUTION ADOPTING THE PROPOSED 2021 HOUSING AND REDEVEOPMENT AUTHORITY (HRA) PROPERTY TAX LEVY FOR CERTIFICATION TO HENNEPIN COUNTY."

   D. Schedule the Truth-in-Taxation Budget Meeting — 67-68 (RES 68)
      - Motion to adopt Resolution No. ______ " A RESOLUTION SCHEDULING THE DATE FOR THE TRUTH-IN-TAXATION BUDGET MEETING FOR THE 2021 BUDGET AND PROPERTY TAX LEVY."

10. NEW BUSINESS
   A. Approval of Block Party Requests for National Night Out (10/6/20) — 69-70

   B. Consideration of Moratorium Related to Crime-Free Housing and Excessive Nuisance Regulations — 71-82 (Ord 80)
      - Discuss options
      - Consider first reading of ordinance provided by City Attorney enacting a moratorium.

C. Recommendation for Liquor License Renewal Fee Reduction — 83-85 (RES 85)
- Motion to adopt Resolution No. ______" A RESOLUTION REDUCING LIQUOR LICENSE RENEWAL FEES BASED ON PRO-RATA IMPACT OF CLOSURES IN 2020 RELATED TO COVID-19 RESTRICTIONS."

11. OTHER BUSINESS

A. Voucher Request Pending Approval for Disbursement — 86
- Motion to approve disbursement requests for period ending 09/15/20.

B. Scheduling additional budget work sessions — 87
- Motion to set a series of work sessions to discuss the Proposed City Manager's Budget for 2021 Enterprise and Capital Project Funds, and the 2021-30 Capital Improvement Plan.

C. Scheduling a work session with Liquor Manager — 88
- Motion to schedule a special work session for review of liquor operations on October 5, 2020 at 6:30 p.m.

12. ADMINISTRATIVE REPORTS

13. COUNCIL GENERAL COMMUNICATIONS

14. ADJOURNMENT

Marcia E. Glick

Marcia Glick, City Manager

ITEMS PENDING OR UNDER STUDY FOR COUNCIL CONSIDERATION

ITEM	DEPARTMENT RESPONSIBILITY	ANTICIPATED AGENDA DATE
Assessment Hearings	Finance	10/5
Public Hearing – Liquor License	Administration	10/5
Public Hearing – Massage License	Administration	10/5
Final National Night Out Approvals	Police	10/5
Second Reading: zoning text add downtown districts and RB to zoning standards & correct noise ordinance	Community Devt.	10/5

City of Robbinsdale
CITY COUNCIL MINUTES
SEPTEMBER 1, 2020
Meeting No. 17

CALL TO ORDER

1. Mayor Murphy called the meeting to order at 7:00 p.m.

ROLL CALL

2. Present: Blonigan, Rogan, Selman, Backen (via Webex). Mayor Murphy
   Staff: Marcia Glick, City Manager; Richard McCoy, Public Works Director; Jeff Zuba, Finance Director; Rick Pearson, Community Development Coordinator

OPPORTUNITY FOR THE PUBLIC

3. Mayor Murphy opened the floor to anyone wishing to speak on any items not on the agenda. No one chose to speak.

APPROVAL OF AGENDA

4. Glick noted a replacement page for Old Business A- updated parking lot layout.

5. Member Rogan **MOVED**, seconded by Member Selman to approve the September 1, 2020 meeting agenda. **The vote was unanimous and the motion carried..**

CONSENT AGENDA

6. Member Selman **MOVED**, seconded by Member Backen to approve the consent agenda items. **The vote was unanimous and the motion carried.**
   A. Motion to approve and order placed on file minutes of the City Council meeting:
      - City Council Minutes on 8/18/20
      - Canvass Board Minutes on 8/14/20

   B. Motion to accept the following commission minutes:
      - Human Rights Commission – 7/23/20 regular meeting
      - Human Rights Commission – 8/13/20 special meeting

   C. Motion to approve issuance of licenses dated September 1, 2020.

   D. Motion to acknowledge the Robbinsdale Wine & Spirits financial reports for the month of July 2020.

   E. Motion to acknowledge the Deputy Registrar's financial reports for the month of July 2020.

   F. Motion to adopt Resolution No. 7840 A RESOLUTION APPROVING THE RE-APPIONTMENT OF WAYNE SICORA AS COMMISSIONER TO THE SHINGLE CREEK AND BASSETT CREEK WATERSHED MANAGEMENT COMMISSION FOR THE TERM CONCLUDING JANUARY 31ST, 2023.

G. Motion to adopt Resolution No. 7841 A RESOLUTION APPROVING VARIANCE REQUEST V20-5 TO CONSTRUCT A NEW ATTACHED 3-CAR GARAGE AT 3759 LEE AVENUE NORTH WITH VARIANCES TO STREET-SIDE AND REAR YARD SETBACKS AND EXCEEDING THE MAXIMUM LOT COVERAGE PERCENTAGE ALLOWED IN THE REAR YARD.

H. Motion to set a Public Hearing to certify the assessment roll for delinquent utilities for Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

I. Motion to set a Public Hearing to certify the assessment roll for emergency water and sewer repairs, and required sump repairs for Tuesday, Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

J. Motion to set a Public Hearing to certify the assessment roll for unpaid housing maintenance code violations for Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

K. Motion to set a Public Hearing to certify the assessment roll for unpaid administrative penalties for Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

L. Motion to set a Public Hearing to certify the assessment roll for forced tree removal for Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

M. Motion to set a Public Hearing to certify the assessment roll for storm damaged tree removal for Monday, October 5, 2020 at 7 p.m. at Robbinsdale City Hall and authorize the City Clerk to publish the public hearing notice in the official paper of the City and send notices to the affected property owners.

N. Motion to authorize the Mayor and City Manager to enter into a professional services contract with Northern Technologies LLC for Special Inspection services relating to the construction of the Centralized Water Treatment Plant for the estimated price of $97,413.

O. Motion to approve waiving the WAC charges for the new Centralized Water Plant building at 3648 Lee Ave N.

PUBLIC HEARING: Assessment hearing for the Reconstruction of Alley between Shoreline Drive and Beard Avenue from 40th to 41st Avenue.

7. McCoy reviewed the staff report noting that the neighborhood discussion occurred prior to construction which took place in 2019. The project punch list is now complete. This is the 1st alley project since the policy change where the City pays 25% of alley reconstruction cost.

8. Mayor Murphy opened the public hearing. No one came forward.

9. Moved by Rogan, second by Selman to close the public hearing.

10. Member Backen **MOVED**, seconded by Member Selman to waive the reading and order the adoption of Resolution No.7842, "A RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE RECONSTRUCTION OF THE ALLEY BETWEEN SHORELINE DRIVE AND BEARD AVENUE FROM 40TH AVENUE TO 41ST AVENUE." **The vote was unanimous and the motion carried.**

OLD BUSINESS A: Matters pertaining to 3829, 3883, 3837 and 3883 W Broadway

11. Pearson reviewed the staff report noting actions are related to owner's desire to change street level offices into 4 apartments. This requires rezoning the properties, a conditional use permit for a plan to share parking among the 4 buildings, and a variance to parking standards acknowledging the limited space. The new apartments are required to have 6 parking spots.

12. Member Selman noted his observation that the northern 5 to 6 spaces seldom are used. He supported the overall project. He noted that vehicles enter from West Broadway and cut through to 39th through the 3883 W Broadway parking lot with near misses.

13. Member Selman **MOVED** second by Blonigan to hold the 2nd Reading of Ordinance 20-06 rezoning properties from B-1 Neighborhood Commercial to RB Residential Business **The vote was unanimous and the motion carried.**

14. There was discussion on which parking spaces were assigned to the commercial property 3883 W Broadway and a suggestion to look at some modifications for the final parking layout.

15. Glick noted that the final approved plan should be attached to the resolution for reference in the future when the parking lot would be restriped and noted that Selman as owner of the business at 3883 W Broadway could have a conflict of interest and should abstain from the vote.

16. Member Rogan **MOVED** second by Blonigan to approve Resolution 7843 "A RESOLUTION APPROVING AN AMENDMENT TO CONDITIONAL USE PERMIT REQUEST C00-09 TO ADD 4 APARTMENTS AT 3829 WEST BROADWAY; CONDITIONAL USE PERMIT REQUEST C20-3 FOR SHARED PARKING BETWEEN 3829, 3833, 3837 AND 3883 WEST BROADWAY, AND VARIANCE REQUEST V20-3 TO DIMENSIONAL PARKING STANDARDS." ROLL CALL: Aye: Rogan, Backen, Blonigan, Mayor Murphy. Nay: None. ABSTAIN: Selman.

OLD BUSINESS B: Council resolution authorizing distribution of Coronavirus relief funds from State of Minnesota

17. Zuba reviewed the staff report highlighting that use of the funds had to be necessary due to the public health emergency COVID 19. Recommended eligible fund distributions in the report were for small business grants, housing and food assistance allocation through non-profit partners, and reimbursement to the City for costs related to response to the pandemic. He reported that School District 281 had submitted a request for funding assistance for School District distance learning $21,280.

18. Discussion of what other cities are doing with funds, programs for rent assistance through County and State which were now being promoted through city newsletters, and noting that dollars reimbursing city costs in 2020 would assist with the city-wide levy for 2021 services.

19. Moved by Rogan, second by Blonigan to adopt Resolution No. 7844" A RESOLUTION ACCEPTING THE SPENDING PLAN FOR FEDERAL CARES ACT LOCAL FUNDING with edits to Whereas clauses and the spending plan as follows:
    1. Up to $350,000 for small business relief and reopening;
    2. Up to $100,000 for rental assistance and food shelf support through non-profit partners
    3. Up to $50,000 to School District 281 for eligible costs associated with distance and hybrid learning and childcare costs;
    4. Additional funds allocated in the future by the City Council for COVID authorized expenditures; and
    5. Remaining funds to Internal General Government Cost Reimbursement for the City of Robbinsdale's costs related to response to the pandemic.

    The vote was unanimous and the motion carried.

NEW BUSINESS A: Ordinance to include Downtown Districts in the off-street parking standards and nuisance (noise) standards section of the zoning ordinance and amendment to noise standards

20. Pearson reviewed the staff report noting general standards area older section of the City Code and the need to list newer districts DD1 and DD2 had been overlooked. He noted that the RB section had also been missed for the shared parking requirements.

21. Member Rogan **MOVED**, second by Blonigan to hold the first reading of Ordinance 20-07 "AMENDING SECTION 501 GENERAL PROVISIONS BY INCLUDING REFERENCES TO THE DOWNTOWN DISTRICTS AND CORRECTING THE DECIBEL LEVELS IN THE NOISE STANDARDS **The vote was unanimous and the motion carried.**

OTHER BUSINESS A: Voucher Request Pending Approval for Disbursement

22. Member Selman **MOVED**, seconded by Member Rogan to approve disbursement requests for period ending 09/01/20. **The vote was unanimous and the motion carried.**

ADMINISTRATIVE REPORTS

23. Glick noted that there would be a regular work session immediately following the conclusion of the meeting with the main item being discussion of the preliminary budget.

24. Glick reported that finalists for the police chief position would be identified within the next week and next steps would be announced

25. Glick noted that the sign up for interested businesses wanting to participate in the Robbinsdale Chamber of Commerce virtual Meet & Greet event is posted on the chamber FaceBook page and Chamber website.

COUNCIL GENERAL COMMUNICATIONS

26. Selman requested an update on water pumping into Ryan Lake and progress with the railroad on clean up at the east side of the lake.

27. McCoy responded that there hadn't been any pumping from Crystal to Ryan Lake this year. He shared that he had made contact with someone at Canadian Pacific and that person was making contacts within the organization regarding authorization to remove vegetation impacting water flow.

28. Selman thanked McCoy for assisting a resident with a water meter replacement issue.

29. Blonigan noted that 2 people has suggested creating an adopt a storm drain, etc. and that there is an application available through League of Minnesota Cities. Staff will investigate

30. Blonigan expressed interest in police reserves providing bike patrol visibility.

31. Blonigan recommended that the city obtain energy audit and assistance for energy improvements through a guarantee audit program. Suggesting that a possible delay in the Beard/Chowen project could free up staff time.

32. McCoy responded that the current plan is for the contractor to bring in multiple crews to complete Beard this year. He noted that if the contractor was unable to finish the cost for temporary road surface and property connections would be at the contractor's cost.

33. Rogan encouraged people to participate in Census 2000 noting that 81% of the city had participated already. The remainder were encouraged to go to 2020Census.gov or cooperate with census takers who would come to the door.

ADJOURNMENT

34. Member Selman **MOVED,** seconded by Member Rogan to adjourn the meeting at 8:30 p.m. **The vote was unanimous and the motion carried.**

Marcia Glick, Recording

Regan L. Murphy, Mayor

ROBBINSDALE CITY COUNCIL
REGULAR WORK SESSION MINUTES
TUESDAY, SEPTEMBER 1, 2020
Council Chambers

1. The work session was called to order by Mayor Pro Tem Backen at 8:350 p.m.

2. Councilmembers Present: Blonigan, Rogan, Selman, Backen (via webex), Mayor Murphy.

3. Staff Present: Marcia Glick, City Manager; Jeff Zuba, Finance Director; Richard McCoy, City Engineer; Rick Pearson, Community Development Coordinator; Pam Schmitz, Recreation Services Manager

DISCUSSION: Preliminary Budget 2021

4. Zuba highlighted the projected revenue sources available for 2021. The budgeted expenditures do not include any new position requests. A 7% levy (a net increase of $87/month on an average home) had been used for the proposal which had a projected deficit of $526,712. An expected 2020 budget surplus of $178,802 would result in a net deficit of $347,910.

5. Zuba noted a concern that there could still be state budget impacts that could impact local government aid and a possibility of delayed payments on property tax revenues depending on property owners' ability to pay. He also noted that 2 of the cell tower leases were being decommissioned, an impact of $70,000. Fiscal disparities for 2021 was a decrease compared to 2020 due in part to the levy not keeping up with the increase in property values. Workers Compensation costs had increased by LMCIT overall due to anticipated police costs; the increase had been shifted from the general fund to the risk management fund using existing reserves.

6. It was suggested checking with the local Lions Club for possible funding for fire department infrared camera replacement.

7. Council members noted that use of the CARES funds discussed at the regular council meeting could be used to help reduce the proposed levy increase.

8. Consensus to hold a budget meeting on September 8th following the Robbinsdale Economic Development Authority meeting. Zuba will adjust to 5% levy, use of CARES funds, and other adjustments.

UPDATE: Problem Properties

9. Pearson presented the list.

10. Murphy noted that Walgreens employees need to take care of litter regularly and staff should not base enforcement on complaint for this on-going issue.

UPDATE: Strategic Goals

11. Glick provided an update on Strategic Goals; noted that the Metropolitan Council had presented alternate alignment principles at the August 13 CMC meeting along with a calendar suggesting presentations to City Council and outreach to stakeholders. Council confirmed Glick's assumption that the City Council was not interested in a presentation or outreach efforts until it could be determined that a proposed alternative route would be feasible engineering, cost, and still maintain the FTA New Starts criteria.

12. Glick shared that she had been in discussion with MNDOT representatives related to Graeser Park potential inclusion in a Highway Sponsorship Program while the city staff picks up the work undertaken by the BLRT staff preparing for property condemnation to clear title. Once City owns the property, MNDOT has agreed to release the easement over the park area, not including the stormwater pond.

OTHER BUSINESS

13. There was no other business

ADJOURNMENT

14. Mayor pro-tem Backen adjourned the work session at 19:54 p.m.

Marcia Glick, Recorder

Pat Backen, Mayor Pro-Tem

ROBBINSDALE CITY COUNCIL
SPECIAL WORK SESSION MINUTES
TUESDAY, SEPTEMBER 8, 2020
ROBBINSDALE COUNCIL CHAMBERS
6:15 P.M. CITY HALL

1. The work session was called to order by Council Member Rogan at 6:20 p.m.
2. Councilmembers Present: Blonigan, Rogan, Selman, Mayor Murphy, Backen arrived 6:30pm
   Staff Present: Marcia Glick, City Manager; Jeff Zuba, Finance Director; Richard McCoy, Public Works Director
   Others Present: Mark Steinhauser, TSG

REVIEW SUGGESTED GRAPHIC DESIGN FOR NEW WATER TOWER

3. Mark Steinhauser presented 5 concepts noting that 'less is more' is the motto for good design.
4. McCoy noted a dark color is preferred for the bottom of the bowl as it is typically covered by condensation in the summer.
5. Council preferred a simple design with blue lettering on a white background with the city bird spaced in between the "Robbinsdale" printed on the opposite sides and a similar layout but with a variated blue background.
6. Steinhauser will bring back some similar concepts for a final design.

ADJOURNMENT

7. Mayor Pro Tem Backen adjourned the work session at 6:54 p.m.

Marcia Glick, Recorder

Pat Backen, Mayor Pro Tem

ROBBINSDALE CITY COUNCIL
BUDGET WORK SESSION MINUTES
TUESDAY, September 8, 2020
ROBBINSDALE COUNCIL CHAMBERS
Following the regularly scheduled 7:00 p.m. REDA meeting

1. The work session was called to order by Mayor Pro Tem Backen at 7:25 p.m.

2. Councilmembers Present: Blonigan, Rogan, Selman, Backen, Mayor Murphy
   Staff Present: Marcia Glick, City Manager; Jeff Zuba, Finance Director; Richard McCoy, Public Works Director; Pam Schmitz, Recreation Services Manager

Preliminary Budget 2021

3. Zuba provided an update on a wi-fi option for CARES funds – equipment for Sanborn Park would be $1000, plus $200/month for 2 year commitment. Discussion that this site could be available for leased meeting space and for reserved wi-fi access point as a test of need. Overflow options included partial use of City Council Chambers during the day.
4. Zuba reviewed updates following the September 1 discussing anticipating $500,000 additional budget reserve use funded by CARES and 5% levy increase.
5. Given the uncertainty of local government aid and even possible pool reduction for the commercial property tax distribution (fiscal disparities), council members agreed that a preliminary levy of 7% should be moved forward as preliminary levy.

ADJOURNMENT

6. Mayor Pro Tem Backen adjourned the work session at 8:28 p.m.

Marcia Glick, Recorder	Pat Backen, Mayor Pro Tem

City of Robbinsdale

ROBBINSDALE PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Consent Item B

Tuesday, May 26, 2020
Webex meeting

The Parks, Recreation, and Forestry Commission is an advisory commission to the City Council on matters relating to the City's parks system, recreation programs, and forestry activities.

1) Commission Meeting Called to Order at 7:05 pm by Commissioner
   Present: Nikki Friederich, Mike Kennedy, Colleen Patterson, Brenda Rodgers and Miles Toth
   Absent: Jennifer Hill, Derek Hyland
   Others: Pam Schmitz, Recreation Services Manager
2) Approval of the minutes of the regular meeting of April 28, 2020. Patterson motioned for approval, second by Rodgers. Motion carried.
3) New Business
   A) Recreation Program Survey Results There were 66 responses from households with ages from 0-77: 97% using our trails for walking and biking; 67% biking; 35% had tried some virtual fitness classes; 22% participated in interactive virtual programs; 17% viewed other virtual programs; 15% played tennis and 68% used their own yard or a nearby park for playing family sports. Other comments included golf; zoom calls; and paddling on Twin & Crystal Lakes. Of the 38 households that met the age classifications, 19 households said either yes or maybe to instructional baseball and 20 households said yes or maybe to a modified Super Summer Fun program. A majority of responses liked the concept of online challenges that would include visits to our local public places and would consider weekend program offerings. Suggested programs included scavenger hunts, activity kits, dancing, singing, sewing, gardening, cooking, yoga, nature related and adult topics such as budgeting, canning, and retirement strategies.

   B) City 2021 Budget is due mid-June. Currently will have very few changes from 2020; but as year progresses and we know more on how the COVID-19 situation affects everyone, major cuts may be needed.

   C) Park Tour with Council Update- possibly a virtual option.
4) Old Business
   A) Summer programs: majority going virtual, working on offering a baseball instructional program within safe guidelines. Not sure we will be able to offer the playground, due to staffing issues. Will have some activity kits and will see if we are able to offer some of the suggestion from survey.

   B) Kelly Park Grand opening/Arbor Day, postponed

   C) Hollingsworth Park, Phase 2 –no report

   D) Lakeview Terrace Park update will be again moved to 2021 due to high water issues

   E) Sanborn Park proposed park redevelopment; is now on hold, but still have the survey online.
5) City Report & Updates Schmitz reported there will be virtual options for the summer. Field and picnic reservations will open up, but everyone will need to complete a COVID-19 Preparedness Plan. City Hall is still basically closed to the general public with many staff working remotely. Most city services are accessible online. City Hall is being equipped with more barriers between staff and public to be able to have some in-person services as we are allowed and can do it safely. Masks are being sewn by some staff for others. Due to both the virus and a major construction project, the Community Gyms and Fitness center will remain closed for an undetermined time, so all staff will be laid off.

6) Adjournment. Motion by Rodgers, second by Patterson at 7:40 pm. Motion carried.

The next meeting is scheduled for 7:00 p.m. Tuesday, August 25, location to be determined.

P Schmitz

Pam Schmitz, Staff Liaison and Recorder

ROBBINSDALE
PLANNING COMMISSION
MEETING MINUTES
THURSDAY, JULY 16, 2020
7:00 P.M.
Via WEBEX

1. **MEETING CALL TO ORDER:**
   Meeting called to order by Chair Ulbrich at 7:00 p.m.

2. **ROLL CALL:**
   Commissioners Present: Harper, Stack, Markfort, Chair Ulbrich
   Commissioners Absent: Greenberg
   Staff Present: Rick Pearson, Community Development Coordinator

3. **CONSIDERATION OF MINUTES:**
   A. MOTION by Commissioner Harper seconded by Commissioner Markfort to approve Planning Commission Meeting Minutes of June 18, 2020.
   ROLL CALL:
   AYE: Harper, Stack, Markfort, Chair Ulbrich
   NAY: None
   The vote was 4-0 and the motion carried. (Greenberg absent)

#4A: PUBLIC HEARING:
Consideration of:

- **Rezoning Z20-1 to rezone the property from B-1 Neighborhood business to R-B Residential business;**
- **Conditional Use Permit C20-3 for conversion of office space to residential apartments;**
- **Conditional Use Permit C20-4 for shared or off-site parking;**
- **Variance Request V20-3 to parking dimensional standards for the properties at 3829, 3833, 3836 and 3883 West Broadway as requested by the property owner Jeff Wachner**

4. **MOTION** by Commissioner Harper seconded by Commissioner Stack to OPEN the public hearing.
   ROLL CALL:
   AYE: Harper, Stack, Markfort, Chair Ulbrich
   NAY: None
   The vote was 4-0 and the motion carried. (Greenberg absent)

5. Pearson began by identifying the properties individually and reviewed the previous conditional use permit amendment and parking variance granted for the properties various. Reviewed the site plan. Reviewed the parking requirements for angled parking and the recommendation by the Engineering staff to coordinate circulation on the sites. The primary entrance should be from 39th Avenue with exiting at the two West Broadway driveways. Identified some of the conflicts created by the current parking and circulation plan. At least two designated handicapped parking stalls are required. The city building official will be reviewing the parking plan for compliance with the standards of the Americans with Disabilities Act (ADA).

6. Commissioner Stack asked if the B-1 zoning district does not allow residential use at all. Pearson stated that it does not allow multi-family housing except by a conditional use permit combining residential and commercial uses. Explained the difference between the B-1 and R-B districts. Conversion of the commercial (office) use to residential creates a zoning issue with B-1 because it would no longer be a mixed uses except for the commercial building at 3883 West Broadway.

7. Chair Ulbrich asked about shared parking with the church and the commercial space parking at 3883. Pearson stated that he is not aware of any agreement with the church to use the parking lot at 3883 as overflow. Mr. Wachner would have to make the decision on any shared parking.

8. Commissioner Harper asked what are the parking requirements for the business at 3883. Pearson replied one parking space per 250 square feet but the demand appears to be minimal. Spoke with the tenant of the business and he did not indicate any parking concerns. Research has revealed a significant number of apartment tenants do not have cars.

9. Commissioner Harper asked if the rezoning is for all 4 properties and can the conditional use permits be tied to common ownership of all the properties. Pearson replied that shared parking spans the properties. We would want to have a parking agreement recorded with the titles of all 4 properties. Another option would be to tax combine all the properties into one parcel. Prefers the recording of the parking agreement which is more permanent and any future buyer would know this in a title search.

10. **Mr. Wachner**, the owner, stated that the office space has been empty for 6 months since Covid-19 hit. Hired a real estate agent to fill the space but nobody wants this space at all. Significant improvements needed for commercial customers. Better off converting to apartments as this would help address the housing problem. Verified with tenants who owns a car and who doesn't. Bark and Bathe employees have parking stickers so we know who needs to be towed for snow removal. No permission has been given to anyone to use the parking lot. No problem with having the parking lot resurfaced, restriped for one-way entrance, and add some more parking spaces.

11. Pearson is recommending that the rezoning includes all 4 parcels. **Mr. Wachner** stated he preferred to have just the 3829 parcel rezoned to commercial leaving the 3 remaining properties as residential. Pearson explained the non-conforming uses. Mr. Wachner preferred to leave 3837 and 3833 residential. Concerned about tax brackets.

12. Commissioner Markfort asked about the range of rents and if their plans are to adjust the rents for the new units. **Mr. Wachner** stated that 3833 and 3827 have 1-bedrooms at about 600 square feet and at 3829 has 1-bedrooms at about 750 square feet that will rent for $999.00 per month. The new units would have one and two bedrooms. Everything will be brand new in the converted units.

13. Commissioner Stack asked how successful renting the units have been in the last 4 years. **Mr. Wachner** said right now they are experiencing vacancies. Normally, they are leased as soon as they come up. Right now they are fully occupied.

14. **MOTION** by Chair Ulbrich seconded by Commissioner Stack to CLOSE the public hearing. **ROLL CALL:**

AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

15. Commissioner Harper supported having all the properties worked into the conditional use permit as a package deal with common ownership.

16. Commissioner Stack more concerned that the properties have common ownership and the parking agreement is recorded against the deed. Could be easier to sell a single parcel individually than sell the entire property. Not critical to rezone all the properties.

17. Chair Ulbrich agreed with Commissioner Stack.

18. Commissioner Markfort also agreed with Commissioner Stack. It could get complicated selling the properties individually.

19. Commissioner Harper asked if the lots are sold individually would the parking plan have to be revisited. Pearson replied that recording the parking agreement would be best even if separate ownership. Properties depend on each other for parking. Makes sense that 3883 fits in the B-1 district.

20. Discussed various parking arrangements around the city, rezoning all the properties to R-B or just rezoning one parcel.

21. Pearson clarified that the parking agreement would need to be recorded against all 4 properties.

22. **Mr. Wachner** stated he has no problem with recording all 4 properties to share the parking lot. 100% acceptable. Good idea.

23. **MOTION** by Chair Ulbrich seconded by Commissioner Stack to recommend that the City Council approve:
    A. Rezoning Request Z20-3 to rezone the property at 3829 West Broadway to R-B, Residential-Business.

    ROLL CALL:
    AYE: Harper, Stack, Markfort, Chair Ulbrich
    NAY: None
    The vote was 4-0 and the motion carried. (Greenberg absent)

24. **MOTION** by Commissioner Harper seconded by Chair Ulbrich to recommend that the City Council approve Conditional Use Permit C20-3 with conditions:
    B. An amendment to Conditional Use Permit C00-09 to allow 4 additional apartment units converted from office space based upon the following findings of fact:
       i. That high density multiple family housing in this location is consistent with the Comprehensive Plan; and
       ii. That the West Broadway corridor from 36th Ave. N. to the downtown has a variety of high density housing; and
       iii. That compliance with applicable zoning and property maintenance standards will safeguard against deterioration;

25. **MOTION** by Commissioner Harper, seconded by Chair Ulbrich to add 5 conditions of approval to amend the conditional use permit C00-09.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

And with the following conditions:

1. That the combined site circulation plan should be one way entering from the driveway at 39th Ave. N. and exiting only at the two West Broadway driveways with appropriate signage. Both driveways at West Broadway would be signed as "Exit Only" or an alternative design prepared for review and approval by city staff;
2. That the parking plan shown dated July 18, 2000 provides a good example of how the angled parking should be coordinated across the four properties.
3. That compliance with the Americans with Disabilities Act is required including signing and stripping handicapped parking spaces.
4. That the shared parking between the properties will require that the properties be tax combined or record a shared parking easement that shall be recorded with the property records for all parcels so it runs with the land.
5. That Compliance with building and fire codes and accessibility will be required for the remodeling where the use is changing.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

25. **MOTION** by Commissioner Markfort, seconded by Chair Ulbrich to recommend that the City Council approve:

C. Conditional use permit request C20-4 for shared/off-site parking based upon the following findings of fact:
   i. That high density multiple family housing in this location is consistent with the Comprehensive Plan; and
   ii. That the West Broadway corridor from 36th Ave. N. to the downtown has a variety of high density housing; and
   iii. That many of the residents utilize available transit services in-lieu of owning cars; and
   iv. That the properties are within the Blue Line Extension Station Area;

26. **MOTION** by Commissioner Stack, seconded by Commissioner Markfort to add 5 conditions of approval to amend the conditional use permit C20-4.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent
And with the following conditions:

1. That the combined site circulation plan should be one way entering from the driveway at 39th Ave. N. and exiting only at the two West Broadway driveways with appropriate signage. Both driveways at West Broadway would be signed as "Exit Only" or an alternative design prepared for review and approval by city staff;

2. That the parking plan shown dated July 18, 2000 provides a good example of how the angled parking should be coordinated across the four properties.
3. That compliance with the Americans with Disabilities Act is required including signing and stripping handicapped parking spaces.
4. That the shared parking between the properties will require that the properties be tax combined or record a shared parking easement shall be recorded with the property records for all parcels so it runs with the land.
5. That Compliance with building and fire codes and accessibility will be required for the remodeling where the use is changing.

ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

27. **MOTION** by Commissioner Stack seconded by Chair Ulbrich to recommend that the City Council approve:

D. Variance Request V20-3 to parking dimensional standards based upon the following findings of fact:
   i. That the intent of the code is to ensure there is adequate off-street parking and to minimize conflicts; and
   ii. That if granted, the variance process will be used to minimize conflicts in support of the multiple family land use which is consistent with the comprehensive plan; and
   iii. That a previous variance was granted for the properties facilitating the availability of off-street parking as a solution for those properties that previously had no off-street parking, and the current variance can be seen as a fine tuning of the solution; and
   iv. That the variance process is being used to leverage improvements to the parking and circulation design among existing buildings of which the newest is 61 years old.

And with the following conditions:

1. That the combined site circulation plan should be one way entering from the driveway at 39th Ave. N. and exiting only at the two West Broadway driveways with appropriate signage. Both driveways at West Broadway would be signed as "Exit Only" or an alternative design prepared for review and approval by city staff;
2. That the parking plan shown dated July 18, 2000 provides a good example of how the angled parking should be coordinated across the four properties.
3. That compliance with the Americans with Disabilities Act is required including signing and stripping handicapped parking spaces.
4. That the shared parking between the properties will require that the properties be tax combined or record a shared parking easement shall be recorded with the property records for all parcels so it runs with the land.
5. That Compliance with building and fire codes and accessibility will be required for the remodeling where the use is changing.

ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None

The vote was 4-0 and the motion carried. (Greenberg absent)

28. Chair Ulbrich thanked Mr. Wachner and stated that Mr. Pearson will work with him before this item goes before the city council.

#4B: PUBLIC HEARING:
Consideration of Conditional Use Permit C20-2 to construct an addition to an existing accessory building causing it to be a second accessory building exceeding 240 square feet in an area at 3944 Vera Cruz Ave N as requested by Mike Hlebaen.

29. **MOTION** by Commissioner Harper seconded by Commissioner Stack to OPEN the public hearing.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

30. Pearson presented the staff report for the conditional use permit to expand an accessory structure on this property. This permit is needed as this will be a second accessory structure in excess of 240 square feet. There is an existing 2-car garage of 440 square feet. Existing second accessory structure is 216 square feet, so the 170 square foot addition will bring it to 392. This requires a conditional use permit. The addition will project into rear yard. Little effect on the neighborhood or the alley. Resident is a woodworker as a hobby. Staff is recommending approval of the conditional use permit.

31. Commissioner Stack asked if we should add another condition that there will not be another second accessory structure. Pearson answered that this is a big lot at 100 feet. He could ask for an amendment to the conditional use permit if any future expansion is proposed.

32. Chair Ulbrich asked staff if they have received any feedback from neighbors. Pearson replied he received none.

33. **MOTION** by Commissioner Harper, seconded by Commissioner Markfort to CLOSE the public hearing.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

34. Commissioner Markfort stated that this a huge lot with a small house. Large enough not to be detrimental to the neighborhood. Sees no problem with it.

35. Commissioner Harper stated the project is far from the property line.

36. Chair Ulbrich said woodworking equipment can be really big and the request makes total sense.

37. **MOTION** by Commissioner Stack, seconded by Commissioner Harper to recommend that the City Council approve conditional use permit request C20-2 for a second accessory structure exceeding 240 sq. ft. at 3944 Vera Cruz Ave. N. based upon the following findings of fact:

a. That the accessory structure is supportive of the low density residential use consistent with the comprehensive plan; and
b. That the request is consistent with the character of the geographical area and will not cause deterioration of the area involved; and
c. That the request will not cause deterioration or create nuisances in the area.

And with the condition that a building permit is required.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

38. Pearson announced that this item will go before the city council on the consent agenda on Tuesday, July 21st at 7:00 p.m.

#4C: PUBLIC HEARING:
Consideration of Variance Request V20-4 to reduce the street-side setback for a house addition at 4350 West Broadway as requested by Erin and Brian Nygard

39. **MOTION** by Commissioner Harper seconded by Commissioner Stack to OPEN the public hearing.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

40. Pearson reviewed the staff report for this variance request for a house addition. Referenced the survey to indicate the projection of the rear of the house that encroaches about eight tenths of a foot into Lakeland Ave creating a pie shaped lot. House has a big setback at 43 feet from West Broadway. The further back on the lot the setback shrinks. The only condition is that the applicant has been made aware that Lakeland Avenue could be upgraded in the future and the driveway may need to be reconfigured. Staff is recommending approval.

41. Commissioner Stack asked if we heard anything from the neighbors. Very tiny variance on an odd shaped lot. Pearson replied he received one call and explained what the variance was regarding and she had no problems.

42. **MOTION** by Commissioner Stack, seconded by Chair Ulbrich to CLOSE the public hearing.
ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

43. **MOTION** by Chair Ulbrich seconded by Commissioner Markfort to recommend that the City Council approve variance request V20-4 for a building addition at 4350 West Broadway to have a setback of 14 feet based upon the following findings of fact:
a. That the variance facilitates a modest building addition in the rear yard which is the most9 logical location on the lot with the least impact on the neighborhood: and
b. That the variance enhances the livability of the residential structure which is consistent with the policies of the comprehensive plan; and

c. That the need for the variance is a product of the shape of the lot which was platted in 1921 and the house constructed in 1940; and
d. That the variance will not alter the character of the locality as the house is on a corner lot at the edge of the neighborhood with no other neighboring residential properties adjacent to Lakeland Ave. N.; and

With the condition:
That the property owner be aware that the future reconstruction of Lakeland Ave. N. may cause a need to reconfigure the driveway/alley/street connection.

ROLL CALL:
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

44. Pearson announced that this item will go on the City Council consent agenda on Tuesday, July 21st at 7:00 p.m.

#7A: OTHER BUSINESS:
45. Project Updates – Information only

#8: ADJOURNMENT:
46. **MOTION** by Commissioner Harper, seconded by Commissioner Stack to adjourn the meeting at 8:17 p.m.
AYE: Harper, Stack, Markfort, Chair Ulbrich
NAY: None
The vote was 4-0 and the motion carried. (Greenberg absent)

Rick Pearson, AICP
Community Development Coordinator

City of Robbinsdale

Consent Item C

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: September 15, 2020

RE: Approval of Licenses

Background:

As required by City Code, contractor and business licenses issued in the City of Robbinsdale must be approved by the City Council. Attached is a list of applicants requesting a license or license renewal to operate within the City. All appropriate fees have been paid and certificates of insurance and bonds, if required, have been filed with the City Clerk.

Recommendation:

By motion approve issuance of licenses dated September 15, 2020.

Marcia E. Glick

Marcia Glick, City Manager

CONCURRENCE:

Sherry O'Donnell

Sherry O'Donnell, City Clerk

CONTRACTORS' LICENSES
FOR COUNCIL APPROVAL
09/15/2020

Applicant	Type	License Fee
DC HEATING AND AIR, LLC (ME)	Mechanical Contractor	50.00
FFM, LLC (ME)	Plumbing Contractor	50.00
FFM, LLC (PL)	Plumbing Contractor	50.00
HOFFMAN COOLING & HEATING (ME)	Mechanical Contractor	50.00
JDI SIGNS & GRAPHICS, LLC	Sign Contractor	50.00
MOHLER CHIMNEY REPAIR LLC	Masonry Contractor	50.00
NEW CENTURY SYSTEMS INC (PL)	Plumbing Contractor	50.00
SUPREME HEATING & AIR CONDITIONING	Mechanical Contractor	50.00

Number of Contractor Licenses Requesting Council Approval: 8

City of Robbinsdale

Consent Item D

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: September 15, 2020

RE: Recommendation for Charter Commission Appointment

Background

The Charter Commission is comprised of 15 eligible resident voters who are appointed at-large by the Chief Judge of Hennepin County after a recommendation is made by the City Council. Members are not paid, but serve as volunteers. There are no term limits; however, their terms need to be renewed every four years.

Analysis/Conclusion

Currently there one vacancy on the Commission. Commission openings are publicized in the utility bill insert, the City's website, and posted on the city hall bulletin board.

We recently received an application from Melanie Sedqi and are recommending her appointment to the commission. Ms. Sedqi has a BA in Political Science from the University of Minnesota, has lived in the city for 18 years and indicates that she would like to be more directly involved in city governance.

Recommendation

By motion, waive the reading and order the adoption of the resolution recommending appointment of Melanie Sedqi to the Robbinsdale Charter Commission.

Marcia E. Glick

Marcia Glick, City Manager

Member ___________ moved and Member ________ seconded a motion that the following resolution be read and adopted this 15th day of September, 2020.

RESOLUTION NO. _______

A RESOLUTION RECOMMENDING TO THE CHIEF JUDGE
OF THE HENNEPIN COUNTY DISTRICT COURT
APPOINTMENT OF QUALIFIED VOTER
OF THE CITY OF ROBBINSDALE TO THE ROBBINSDALE CHARTER COMMISSION

WHEREAS, Minnesota Statute 410.05, Subdivision 2, empowers the Chief Judge of the Hennepin County District Court to fill vacancies in the Robbinsdale Charter Commission; and

WHEREAS, the Robbinsdale Charter Commission currently has one vacancy; and

WHEREAS, staff has received an application to serve on the Charter Commission; and

WHEREAS, the City Council wishes to recommend that this qualified voter of the City of Robbinsdale be appointed to the Charter Commission;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Robbinsdale that the following resident is hereby recommended to the Chief Judge of the Hennepin County District Court for appointment to the Robbinsdale Charter Commission:

Melanie Sedqi

The question was on adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15th DAY OF SEPTEMBER, 2020.

____
Regan L. Murphy, Mayor

ATTEST:

____
Sherry O'Donnell, City Clerk

MEMORANDUM **Consent Item E**

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: September 15, 2020

SUBJECT: Accept Quote for Replacement of Vactor – City Project 8001

Background:

Part of the approved 2021 Capital Equipment Budget is the replacement of the City's Vactor truck (Unit #145). It is proposed to replace the existing vehicle with a new 2021 Vactor 2100i on a 2021 Peterbilt Tandem Chassis. The proposed unit will have a 455HP diesel engine. Alternate energy engines are not available for this vehicle as having adequate power is the most important component of this unit's operation. The existing Unit #145 is a 2013 vehicle with 6993 miles.

The proposed replacement vehicle is available on Government Contract W-196(5) release # 139819. The price for the new vehicle including all the necessary equipment is $524,847.00 + licence. This pricing has been obtained through MacQueen Equipment of Saint Paul, Minnesota. MacQueen has offered $120,000.00 trade on the existing unit for a net price of $404,847.00

The approved budget for this project is $550,000.00 in 2021. This item is being brought before City Council for approval at this time, given the extended lead time to assemble and equip the vehicle, which the City would not receive until Spring 2021 at the earliest. It is necessary to 'reserve a spot' in the production line at this time to guarantee delivery next year.

This is a vital piece of equipment for the City as it cleans and clears sanitary and storm sewer infrastructure and is the prime piece of machinery when responding to emergency sanitary sewer backups. Staff recommends approval of the vehicle as outlined in the report for delivery and payment in 2021. The vehicle will be licensed at the Robbinsdale Deputy Register.

Recommendation:

By motion, authorize the City Manager and Finance Director to issue a Purchase Order to MacQueen Equipment of Saint Paul, MN for the purchase of a new 2021 Vactor 2100i for the net amount of $404,847.00 + license. The license shall be obtained from the Robbinsdale Deputy Register.

Marcia Glick, City Manager

CONCURRENCE:

Richard McCoy, P.E.
Public Works Director / City Engineer

City of Robbinsdale

Consent Item F

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: September 15, 2020

RE: Travail Event – October 3, 2020

Background

Bob Gerken and James Winberg, owners of Travail Kitchen and Amusements, 4131 West Broadway, submitted an application to host an event on their parking lot (behind Travail accessible via Hubbard Avenue) on Saturday, October 3, 2020, from 12:00 noon. until 10:00 p.m. They are expecting approximately 200-300 people. They held an event on August 29th and this event will be the same concept. There was no negative feedback to staff from the community.

Analysis/Conclusion

They are not requesting to block any roadways. It will be parking lot based with 38 socially distanced picnic tables. State guidance will be followed for table alignment. Face coverings will be required. Hand sanitizer will be available. Parties will be assigned to tables. No mingling. Tickets must be purchased in advance. No walk-ins will be accepted.

There will be 2 seating times – 2:00 p.m. and 5:00 p.m. Each lasting 1 ½ hours. No more than 4 people per party.

Parking – Parking under the water tower is the first option with other public lots as the second option. Uber/LYFT/taxi and carpool will be encouraged also.

Food and non-alcoholic beverages are included in the admission fee. Alcoholic beverages will be purchased in advance, per beverage, and/or drink packages. All food and beverage will be contained on their property, so no additional licensing is needed. This is a 21+ event and ID's will be checked at the entry gate. No food or beverages will be allowed outside of the fenced area.

There will be a band playing outside, which will end around 7:30 p.m. Travail does have an entertainment license.

Portable restroom will be provided, as well as an ADA portable unit.

The Police Captain/Interim Police Chief doesn't feel that paid police officer presence is necessary. If Travail would like police presence, they can certainly request it.

Per the Public Works Director/City Engineer, Hubbard Avenue should not be blocked to through traffic at any time. Written confirmation required from other business owners of the shared lot with their approval for use of the lot for the special event. Adequate barricades must be provided to maintain safe separation between vehicular traffic and patrons at the event. Garbage and debris must be cleaned up and removed at the conclusion of the event.

Per the Fire Marshal, emergency vehicle access must be maintained at all times with adequate exit/egress. Current fire extinguishers must be present. The Fire Department may not need to inspect, pending whether or not there will be any cooking under tents/outside. Travail does not intend to do any cooking outside.

In case of rain, the event will convert to a meal pick up.

Recommendation
Approve Travail Kitchen and Amusement planned event on their parking lot at 4131 West Broadway on Saturday, October 3, 2020 from 12:00 noon to 10:00 p.m. with 2 planned seatings and the following conditions:

1. No roadways will be blocked.
2. Barricades must be used to maintain safe separation between vehicular traffic and patrons.
3. Garbage and debris must be cleaned up and removed at the conclusion of the event.
4. Written confirmation required from other business owners of the shared lot of their approval for use of the lot for this special event.
5. Emergency vehicle access must be maintained at all times with adequate exit/egress.
6. All food and beverages must be contained on the property.
7. Provide sanitation facilities including handicap accessibility.
8. Face coverings required, per state mandate.

Marcia Glick
Marcia Glick, City Manager

CONCURRENCE:

Sherry O'Donnell
Sherry O'Donnell, City Clerk

Consent Item G

City of Robbinsdale

To: Mayor and City Manager

From: Marcia Glick, City Manager

Date: September 15, 2020

RE: School Resource Officer Agreement

Background

The City of Robbinsdale Police Department annually provides a school resource officer to Robbinsdale Middle School to help the School District deter and prevent crime and violence. The Save Schools Levy provides monetary funds to school districts to hire school resource officers to address violence, crime and safety related issues within schools. The 12-month agreement will cover the 2020-21 school year.

This year is unusual with the school year starting with distance learning. Until the middle school opens with in-person learning, the officer will continue the normal summer pattern of assisting with investigations and patrol as needed.

Recommendation

Motion to authorize the Mayor and City Manager to sign the School Resource Officer Agreement between the Independent School District 281 and the City of Robbinsdale.

Marcia Glick

Marcia Glick, City Manager

City of Robbinsdale

Old Business A

MEMORANDUM

To:	Mayor and Council Members
From:	Marcia Glick, City Manager
Date:	September 15, 2020
Re:	Public Facilities Authority Loan Agreement

Background

The Federal Safe Drinking Water Act Amendments of 1996 authorized the Drinking Water State Revolving Fund Program to provide funds to states to finance Drinking Water projects and activities to protect public health and achieve or maintain compliance with the Safe Drinking Water Act. The Minnesota Legislature established the Drinking Water Revolving Fund under Minnesota Statutes Section 446A.01 to receive federal capitalization grants and state matching funds.

On April 30, 2019, the City of Robbinsdale (City) sent a formal request to the MN Public Facilities authority to be placed on the 2020 Intended Use Plan for Drinking Water Revolving Fund. Funding assistance through low interest loans are made available through the Drinking Water Revolving Fund. The proposed projects included in the request were construction of a new Water Treatment Plant and Water System upgrades. A formal resolution supporting the application for loan funding through the Public Facilities Authority and the Drinking Water Loan Fund for water infrastructure improvements was adopted at the April 7, 2020 City Council meeting.

On August 21, 2020, the City locked in an interest rate of 1% on the 20-year loan that will fund the water treatment plant and drinking water well projects.

Recommendations

By motion, waive the reading and order the adoption of the resolution accepting the offer of the Minnesota Public Facilities Authority to purchase a General Obligation Water Revenue Note, Series 2020B, in the original aggregate principal amount of $36,430,904; providing for its issuance; and authorizing the execution of a project loan agreement and other documents in connection therewith, (shown as Exhibit 1).

Marcia Glick, City Manager

Concurrence:

Jeff Zuba, Finance Director

Member ____________ moved and Member _______________ seconded a motion that the following resolution be read and adopted this 15th day of September, 2020.

RESOLUTION NO. _________

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES AUTHORITY TO PURCHASE A GENERAL OBLIGATION WATER REVENUE NOTE, SERIES 2020B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $36,430,904; PROVIDING FOR ITS ISSUANCE; AND AUTHORIZING THE EXECUTION OF A PROJECT LOAN AGREEMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

BE IT RESOLVED By the City Council (the "City Council") of the City of Robbinsdale, Minnesota (the "City") as follows:

Section 1. Recitals.

(a) The Minnesota Public Facilities Authority (the "PFA") is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, and Minnesota Rules, Chapter 7380, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds of the agency available for such purpose in the Drinking Water Revolving Fund, to provide loans to political subdivisions of the State of Minnesota (the "State") to fund eligible costs of construction of publicly owned drinking water treatment and distribution facilities in accordance with the Federal Safe Drinking Water Act Amendments of 1996, Public Law 104-182 (the "Program").

(b) The City is authorized to issue its obligations pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 444.075 (collectively, the "Act"), for the purpose of financing the construction of a new drinking water treatment plant and two new wells and reconstruction of an existing well (the "Project").

(c) The City has applied for a loan from the PFA pursuant to the Program, and the PFA has committed to make a loan to the City in the principal amount of $36,430,904, to be disbursed and repaid in accordance with the terms of a Bond Purchase and Project Loan Agreement, dated August 24, 2020 (the "Project Loan Agreement"), between the City and the PFA, in substantially the form now on file with the City Manager and attached hereto as EXHIBIT A. The Project Loan Agreement, as executed, is incorporated herein by reference. The execution of the Project Loan Agreement is in accordance with the terms hereof.

(d) In accordance with Section 475.60, subdivision 2(4) of the Act, the City is authorized to issue obligations to a board, department or agency of the State by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State.

(e) Contracts for the Project have been or will be made by the City with the approval of the PFA and all other State and federal agencies of whose approval is required.

Section 2. Acceptance of Offer; Payment.

(a) The City hereby accepts the offer of the PFA to purchase the General Obligation Water Revenue Note, Series 2020B (the "Note"), to be issued by the City in the original aggregate principal amount of $36,430,904 at the rate of interest hereinafter set forth, and to pay therefor the par amount of the Note as provided below, and the sale of the Note is awarded to the PFA. Payment for the Note is to be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Project Loan Agreement. The terms set forth in this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution, the Project Loan Agreement shall control.

(b) The Note is to be issued in the aggregate principal amount of $36,430,904, originally and nominally dated as of the date of delivery as a fully registered Note without coupons. The Note will be in the denomination of the entire principal amount thereof, numbered R-1, and will bear interest and mature in installment amounts as specified in EXHIBIT B attached hereto.

(c) The Note is subject to redemption and prior payment as provided in the Project Loan Agreement.

(d) Interest and principal in the installment amounts set out in the Note are payable by wire transfer, or if by check or draft of the City or its designated Registrar, mailed no later than five (5) business days prior to the payment date to the registered holder thereof at the holder's address as it appears on the bond register at the close of business on the fifteenth day (whether or not a business day) immediately preceding the interest payment date.

Section 3. Date; Denomination; Interest Rate. The Note will be a fully registered negotiable obligation, dated as of date of delivery and issued forthwith. The Note shall be issued in substantially the form attached hereto as EXHIBIT B.

Section 4. Execution. The Note is to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Manager, and is to be authenticated by the manual signature of the Finance Director, acting as authenticating agent of the City. In the event of disability or resignation or other absence of any of such officers, the Note may be signed by any officer who is authorized to act on behalf of such absent or disabled officer. If an officer whose signature will appear on the Note ceases to be such officer before the delivery of the Note, such officer's signature will nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 5. Delivery; Application of Proceeds. The Note when so prepared and executed will be delivered by the Finance Director to the PFA prior to disbursements pursuant to the Project Loan Agreement and the purchaser is not obliged to see to the proper application thereof.

Section 6. Water Fund and Accounts. There shall be maintained a separate fund in the City treasury designated as the Water Fund (the "Water Fund"). The Finance Director and all municipal officials and employees concerned therewith will establish and maintain financial records of the receipts and disbursements of the municipal water system (the "Water System") in accordance with this resolution. There will be maintained in the Water Fund, in addition to any accounts previously created, the following three (3) separate accounts:

(a) A Capital Account to which will be credited all proceeds from the sale of the Note. The Note is the only source of money to be credited to the Capital Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the money need not be placed in the Capital Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. Money in the Capital Account is to be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Section 475.65 of the Act, provided that such money may only be expended for costs and expenses which are permitted under the Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved by the PFA. Upon completion of the Project and the payment of the costs thereof, any surplus is to be transferred to the Debt Service Account.

(b) An Operation and Maintenance Account into which are to be paid all gross revenues and earnings derived from the operation of the Water System, including all charges for the service, use and availability of and connection to the Water System, when collected, and all money received from the sale of any facilities or equipment of the Water System or any by-products thereof. From this account there will be paid all the normal, reasonable and current costs of operating, maintaining, and insuring the Water System, including salaries, wages, costs of materials and supplies, necessary legal, engineering and auditing services, and all other items that, by sound accounting practices, constitute normal, reasonable and current costs of operating and maintenance, but excluding any allowance for depreciation, extraordinary repairs and payments into any debt service account. All money remaining in the Operation and Maintenance Account after paying or providing for the foregoing items constitutes, and is referred to in this resolution as, "net revenues."

(c) A Debt Service Account into which are irrevocably pledged or credited (i) net revenues of the Water System in an amount sufficient, with other money, to pay the principal of and interest on the Note when due; (ii) all collections of taxes which may hereafter be levied for the payment of the principal of and interest on the Note; (iii) all investment earnings on money held in the Debt Service Account; (iv) any amounts transferred from the Capital Account; and (v) any other money which is properly available and is appropriated by the City Council to the Debt Service Account. The money in this account may be used only to pay or prepay the principal of the Note and to pay interest on the Note and any other obligations hereafter issued and made payable from this account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

(d) Excess net revenues not required for the purposes of the Water Fund may be used for any proper municipal purpose.

No portion of the proceeds of the Note may be used directly or indirectly to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Note or $100,000. To this effect, any proceeds of the Note or any sums from time to time held in the Capital Account (or any other City account which will be used to pay principal of or interest on the Note) in excess amounts which under then applicable federal arbitrage regulations may be invested without regard to yield will not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, money in the Water Fund will not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

The City will observe the covenants of Sections 14, 15, 16, and 17 of this resolution and of Article 3 of the Project Loan Agreement with regard to the Water Fund.

Section 7. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is found, determined and declared that the net revenues of the Water System are sufficient in amount to pay one hundred five percent (105%) of the principal of and interest on the Note when due, and the net revenues of the Water System are pledged to the payment of the Note, but solely to the extent required to meet, with other pledged sources, one hundred five percent (105%) of the principal and interest requirements of the Note as the same become due.

Section 8. Pledge to Produce Revenues. In accordance with the Act, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of any connection to the Water System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Note.

Section 9. General Obligation Pledge. The full faith and credit and taxing powers of the City will be and are irrevocably pledged for the prompt and full payment of the principal of and interest on the Note as the same respectively become due. If the net revenues of the Water System appropriated and pledged to the payment of principal of and interest on the Note, together with other funds irrevocably appropriated to the Debt Service Account referred to in Section 6 hereof, are at any time insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as the same become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency will be promptly paid out of any other funds of the City which are available for such purpose, and those other funds may be reimbursed, with or without interest, from the Debt Service Account when a sufficient balance is available in that account.

Section 10. Certificate of Registration. The City Manager is authorized and directed to file a certified copy of this resolution with the Taxpayer Services Division Manager of Hennepin County, Minnesota (the "Taxpayer Services Division Manager"), together with such other information as the Taxpayer Services Division Manager may require, and to obtain the certificate of the Taxpayer Services Division Manager that the Note has been entered in the bond register of the Taxpayer Services Division Manager.

Section 11. Project Loan Agreement. The Project Loan Agreement is approved in substantially the form presented to the City Council, and in the form executed is incorporated by reference and made a part of this resolution. The provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision controls. The execution and delivery of the Project Loan Agreement by the Mayor and City Manager is hereby authorized and ratified. The execution of the Project Loan Agreement by the appropriate officers is conclusive evidence of the approval of the Project Loan Agreement in accordance with the terms hereof. The Project Loan Agreement may be attached to the Note, and must be attached to the Note if the holder of the Note is any person other than the PFA.

Section 12. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the

Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control, or as otherwise known to them, and all such certified copies, certificates and affidavits including any heretofore furnished, are to be deemed representations of the City as to the facts recited therein.

Section 13. Electronic Signatures. The electronic signature of the Mayor, the City Manager, the Finance Director, and/or the City Clerk to this resolution, the Project Loan Agreement, and any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 14. Negative Covenants as to Use of Proceeds and Project. The City covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a private activity bond within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a "hedge bond" within the meaning of Section 149(g) of the Code.

Section 15. Tax-Exempt Status of the Note; Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (i) requirements relating to temporary periods for investments; (ii) limitations on amounts invested at a yield greater than the yield on the PFA Bonds; and (iii) the rebate of excess investment earnings to the United States.

Section 16. Tax-Exempt Status of the PFA Bonds; Rebate. The City, with respect to the Note, will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (i) requirements relating to temporary periods for investments; (ii) limitations on amounts invested at a yield in excess of the applicable yield restrictions imposed by the Code; and (iii) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, will be limited as to amount and yield in such manner that the PFA Bonds will not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and the City Manager will furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA.

Section 17. Not Qualified Tax-Exempt Obligation. The Note is not designated as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 18. Reimbursement. The City may have incurred certain expenditures with respect to the Project that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Note. On April 7, 2020, the City Council adopted Resolution No. 7807, declaring the City's official intent to reimburse certain costs of the Project from proceeds of the Note (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

Section 19. Severability. If any section, paragraph or provision of this resolution is held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision will not affect any of the remaining provisions of this resolution.

Section 20. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and do not limit or define the meaning of any provision hereof.

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

The question was on the adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER, 2020.

Regan L. Murphy, Mayor

ATTEST:

Sherry O'Donnell, City Clerk

EXHIBIT A

PROJECT LOAN AGREEMENT

MINNESOTA PUBLIC FACILITIES AUTHORITY
BOND PURCHASE AND PROJECT LOAN AGREEMENT

This BOND PURCHASE AND PROJECT LOAN AGREEMENT ("the Agreement"), is between the Minnesota Public Facilities Authority (the "Authority") and the City of Robbinsdale ("Recipient") and is dated August 24, 2020.

The Project consists of construction of a new drinking water treatment plant, two new wells and reconstruction of an existing well ("the Project"). The Project is further described and detailed in the MN Department of Health's certification(s) dated June 26, 2020 and in the Recipient's Project application which is incorporated herein.

Program Funding for the Project	Name	Legal citations	Funding IDs	Amounts
Drinking Water State Revolving Fund Loan	("the Loan")	MS 446A.081; MN Rules 7380 .0250-.0297	MPFA-DWRF-L-016-FY21	$36,430,904
Total Authority Project Financing:				$36,430,904

ARTICLE 1 – TERMS AND CONDITIONS

Section 1.1 Terms. (a) General: The Authority hereby commits, subject to the availability of funds and the conditions and legal citations herein set forth, to provide THIRTY SIX MILLION FOUR HUNDRED THIRTY THOUSAND NINE HUNDRED FOUR DOLLARS ($36,430,904) to the Recipient for the purpose of financing eligible costs of the Project.

(b) Loan: The Loan shall be evidenced by the Note described in Section 1.4 of this Agreement (the "Note"). The final maturity date of the Loan will be August 20, 2040. The aggregate principal amount of the Loan disbursed and outstanding will bear interest and servicing fees collectively at the rate of 1.000% per annum accruing from and after the date of the Note through the date on which no principal of the Loan remains unpaid and all accrued interest and servicing fees thereon have been paid.

(c) Grant(s): This subsection is intentionally left blank.

Section 1.2 Authority Sources of Funds. (a) The Recipient acknowledges that the Authority may use the proceeds of one or more series of the Authority's revenue bonds (the "Bonds"), federal capitalization grants, proceeds of state general obligation bonds, state appropriations from the Clean Water Legacy Fund, or other funds of the Authority, or a combination thereof, to fund the Agreement.

(b) At the written request of the Recipient, the Authority will provide information with respect to the funding of the Agreement, from time to time.

(c) Allocation and pledging of Loan: The Authority may, at any time, pledge the Loan as security for its Bonds. The Authority in its sole discretion may allocate the Loan to one or more sources of funds and may from time to time reallocate the Loan to one or more different sources of funds, including one or more different series of Bonds (whether or not that series of Bonds refunded the series of Bonds to which the Loan was originally allocated), or may sell the Loan if permitted by the documents relating to its Bonds.

Section 1.3 Disbursements. (a) Delivery of Note: No funds will be disbursed by the Authority to the Recipient until the Recipient has delivered its Note to the Authority as set forth in section 1.4.

(b) All Recipient disbursement requests will be subject to Authority approval and will be disbursed on a cost reimbursement basis, consistent with the budget presented in the Recipient's application. The Authority may withhold or disallow all or part of the amount requested if the Authority determines the request is not in compliance with this Agreement, applicable federal and state laws, regulations or rules as then in effect.

(c) The Authority will disburse funds pursuant to approved disbursement requests complying with the provisions of this Agreement. Each disbursement request must be for eligible costs for completed work on the Project and must be submitted on or before the deadlines established by the Authority and on a form prescribed by the Authority. Each disbursement request must include supporting invoices and billing statements and be signed by an employee or elected official of the Recipient.

(d) The Authority will reimburse the Recipient for eligible Project costs incurred prior to the execution of this Agreement only to the extent approved in connection with the Authority's approval of the Recipient's application.

(e) The Authority will make disbursements to the Recipient within 30 days of receipt of the Recipient's request, unless the Authority determines to withhold disbursement in accordance with the provisions of this Agreement. The Authority will endeavor to pay disbursement requests submitted by the Recipient not later than the 15th day of the month by the last day of the same month.

(f) If the entire amount specified in Section 1.1 is not fully disbursed by June 30, 2024 the Authority will not make any further disbursements. In that event or if final eligible Project costs are less than the total financing amount specified in Section 1.1, the undisbursed balance of the Loan will be applied to the outstanding principal installments of the Loan on a pro rata basis or as otherwise determined by the Authority. The Authority will revise Exhibit A to this Agreement to reflect the reduction in principal amount and promptly deliver a copy to the Recipient.

Section 1.4 Security. (a) The Recipient must issue to the Authority its General Obligation Revenue Note to evidence its obligation to repay the Loan. The Authority will not disburse funds to the Recipient under this Agreement until the Recipient delivers to the Authority the executed Note, a certified copy of resolutions or other authority by the appropriate governing body or bodies as have authorized the execution and performance of this Agreement and the Note in accordance with applicable law, and all opinions, certificates and documents requested by, and in a form acceptable to, the Authority.

(b) The Recipient represents and agrees that the Note is a general obligation debt of the Recipient and will be shown as such on its financial statements and be treated in all respects as a general obligation debt of the Recipient. For purposes of permitting sale of the Note to the Authority, the Authority represents that it is a "board, department or agency" of the State of Minnesota within the meaning of Minnesota Statutes, Section 475.60, subdivision 2, clause (4), as amended.

(c) The obligations of the Recipient under the Note evidence amounts payable under the Loan. Each payment made pursuant to the Note will be deemed to be a credit against the corresponding obligation of the Recipient under the Loan and any such payment will fulfill the Recipient's obligation to pay that amount hereunder.

(d) The Recipient agrees to impose and collect rates and charges in compliance with Minnesota Statutes and in accordance with the Recipient's service charge system, so that sufficient gross revenues are available, together with other sources as may be applicable, for the payment of system costs, including operation and maintenance expenses and principal, interest and servicing fees due on any outstanding debt payable from those revenues. The Recipient agrees to annually review and ensure that the gross revenues are sufficient for the payment of all system costs.

Section 1.5 Mandatory Payments. (a) The Recipient must repay the principal amount of the Loan, together with accrued interest and servicing fees, in the amounts and on the dates set forth in Exhibit A attached hereto (notwithstanding the rate of disbursement of the proceeds of the Loan), subject to adjustment as set forth in Section 1.3 or 1.6. The interest payment shown on Exhibit A is for informational purposes only; the actual interest payment will be the amount of interest which has accrued to the date of payment. The Authority will be entitled to retain for its own purposes any interest earnings on Loan proceeds that are not disbursed and will not be obligated to credit any such interest earnings against any required repayment of principal or payment of interest and servicing fees. Any payment of principal or interest received by the Authority in excess of the amounts set forth in Exhibit A, as then in effect, which is not a mandatory payment as designated in paragraph (b), or not expressly designated by the Recipient to be treated as an optional prepayment may, in the sole discretion of the Authority, be (i) held without interest payable by the Authority and applied to a future payment due on the Loan in a manner determined by the Authority, (ii) treated as a prepayment of principal on the Loan, or (iii) returned to the Recipient as an overpayment. Other than prepayments, the Authority will apply any payments received under the Note as follows: first, to the payment of any costs or expenses incurred by the Authority in enforcing any provision of the Note or this Agreement; second, to the payment of accrued and unpaid interest and servicing fees on the Note; and third, to the payment of principal of the Note then due.

(b) If the Recipient has pledged to the repayment of the Loan revenues subject to prepayment or lump-sum payments by a third party, such as special assessments or connection charges from another municipality, the Recipient will notify the Authority immediately upon receipt of any such payment. The Authority, in its sole discretion, may direct the Recipient to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the Authority for payment on the Loan, immediately or at a later date. Any such payment received by the Authority may be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments, or, in the sole discretion of the Authority, may be applied to one or more future principal payments on the Loan in a manner determined by the Authority.

Section 1.6 Optional Prepayments. (a) The Recipient may not prepay the Loan except upon written consent of the Authority. If the Authority has consented, then upon 45 days' prior written notice to the Authority (or such lesser period as the Authority may accept), the Recipient may prepay the Loan and the Note, in whole or in part, on any February 20 or August 20 at a redemption price equal to the principal amount to be prepaid, together with accrued interest and servicing fees thereon to the redemption date and a premium equal to all fees and expenses of the Authority, if any, in connection with the prepayment, including any fees, expenses or other costs relating to the payment and redemption of the Bonds as determined by the Authority.

(b) The Authority may require that the Recipient, at its sole cost and expense, deliver to the Authority an opinion from a law firm, selected by the Authority, having a national reputation in the field of municipal finance law whose legal opinions are generally accepted by purchasers of municipal bonds

("Bond Counsel") to the effect that such prepayment will not cause the interest on the Note to be included in the gross income of the recipient thereof for federal income tax purposes.

(c) The Authority will apply any amount paid by the Recipient to prepay all or a portion of the Note as follows: first, to the payment of fees, expenses and other costs of the Authority as provided in Subsection (a); second, to the payment of interest and servicing fees on the principal amount of the Note to be prepaid; and, third, to the principal of the Note. The principal amount of a partial prepayment will, in the sole discretion of the Authority, (i) be applied to one or more future principal payments of the Loan in a manner determined by the Authority, or (ii) be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

ARTICLE 2 – RECIPIENT RESPONSIBILITIES AND PROJECT COMPLIANCE

Section 2.1 Recipient Responsibilities with Respect to the Project. (a) The Recipient must meet all requirements in the project application submitted to the Authority as to compliance with federal and state laws, rules and regulations and include in any contract or subcontract related to the Project provisions requiring contractor and subcontractor compliance with applicable state and federal laws. The requirements in that application are hereby incorporated by reference.

(b) The Recipient agrees to commence construction and complete the Project with reasonable diligence, regardless of the sufficiency of loans or grants therefor from the Authority to pay eligible project costs.

(c) The Recipient will not enter into a sale, lease, transfer or other use agreement of any part of the Project, or change the use of the Project, without the prior written approval of the Authority if that sale, lease, transfer, agreement or change in use would (i) violate the covenants set forth in Article 3 or Article 4, or (ii) violate the conditions under which any capitalization grants were furnished by the United States Environmental Protection Agency (the "EPA"), or (iii) otherwise violate any terms or conditions of this Agreement.

(d) The Recipient must maintain adequate property insurance coverage for the Project in those amounts and with those limits as it determines in good faith to be reasonable or in those amounts and with those limits as the Authority may require from time to time. The Recipient may substitute adequate, actuarially sound self-insurance or risk retention program(s) for property insurance coverage, so long as such program(s) are consistent with applicable laws and state and federal regulations.

(e) The Recipient must complete the Project in accordance with all applicable federal, state and local statutes, rules, regulations, ordinances, reporting requirements, approvals, and state agency certifications governing the design and construction of the Project, and operate the Project's system in compliance with all applicable federal and state laws and regulations and permit requirements.

(f) The Recipient agrees to exert all reasonable efforts to investigate claims that the Recipient may have against third parties with respect to the construction of the Project and, in appropriate circumstances, take whatever action, including legal action, the Recipient reasonably determines to be appropriate.

(g) Clean Water Legacy logo: This subsection is intentionally left blank.

Section 2.2 Construction Compliance. (a) State prevailing wages: The Recipient must comply with the provisions of prevailing wage requirements set forth in Minnesota Statutes, Sections 177.41 to 177.44, as then in effect.

(b) Federal prevailing wages: In addition to the prevailing wage requirements under Subsection (a), the Recipient must comply with, and require that all laborers and mechanics employed by contractors and subcontractors on the Project be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with, the Davis-Bacon Act (40 U.S.C., sec. 276a through 276a-5), as amended.

(c) Federal American Iron and Steel: The Recipient will comply with the American Iron and Steel requirements of the Safe Drinking Water Act, as amended by America's Water Infrastructure Act of 2018, unless the Project is granted a waiver from the EPA.

ARTICLE 3 – TAX COMPLIANCE COVENANTS

The Recipient acknowledges that the Note is intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes (a "Tax-exempt Note") and may be funded by the Authority from the proceeds of the Authority's Bonds that are intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes ("Tax-exempt Bonds"). The Recipient also acknowledges that, regardless of the source of funding, the Authority may pledge the Loan and the related Note as security for, and as a source of, the payment of debt service on any or all of its Tax-exempt Bonds. In consideration of these facts, the Recipient covenants and agrees with the Authority, whether or not strict compliance with those agreements is required to maintain the Note as a Tax-exempt Note or the Authority's Bonds as Tax-exempt Bonds, as follows:

(a) The Recipient will not take, or, to the extent under its control, permit to be taken, any action that would cause the Note not to be a Tax-exempt Note or any Authority Bonds not to be Tax-exempt Bonds and will not omit from taking, or cause to be taken, any action required to maintain the Note as a Tax-exempt Note or the Authority's Bonds as Tax-exempt Bonds.

(b) The Recipient will take all actions with respect to the Note necessary to comply with all instructions and requests of the Authority relating to maintaining the Authority's Bonds as Tax-exempt Bonds and the Note as a Tax-exempt Note or compliance with the agreements set forth in this Section or in any Tax Compliance Certificate (hereinafter defined).

(c) The Recipient will comply with all requirements of any certificate or agreement ("Tax Compliance Certificate") executed and delivered by it in connection with the issuance of the Note.

(d) The Recipient will promptly notify the Executive Director of the Authority in writing of any action or event which adversely affects the status of the Note as a Tax-exempt Note or any of the Authority's Bonds as Tax-exempt Bonds.

(e) The Recipient will not use any of the proceeds of the Loan to pay the costs of any facility used or to be used during the term of the Loan for any private business use or to make a private loan within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

(f) The Recipient will not repay the Loan from, or secure repayment of the Loan by, property used or to be used for a private business use or payments in respect of such property within the meaning of Section 141 of the Code, except as specifically permitted in writing by the Authority.

(g) The Recipient will not establish any fund or account, other than a bona fide debt service fund, securing the payment of the Tax-exempt Note or Tax-exempt Bonds or from which the Recipient reasonably expects to pay debt service on the Loan, or in any other respect create "gross proceeds," within the meaning of the Code, of the Tax-exempt Note or Tax-exempt Bonds, except as specifically permitted in writing by the Authority. In addition, the Recipient will not invest any gross proceeds in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that investment would cause the Tax-Exempt Note or Tax-exempt Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(h) The Recipient will not invest any moneys constituting "gross proceeds" of the Tax-exempt Note or Tax-exempt Bonds other than in a fair market, arms' length transaction and at a yield, within the meaning of the Code, in excess of the lesser of the yield on the Tax-exempt Note or the Tax-exempt Bonds applicable to the Loan and will apply all Loan proceeds within five days of the receipt thereof by the Recipient consistent with the terms of the Recipient's disbursement request.

(i) Except as permitted under Treasury Regulations, Section 1.150-2, and Section 1.4(d) hereof, the Recipient will not use Loan proceeds to reimburse itself for any payments of project costs that the Recipient made from other funds, if the original payment was made prior to the earlier of the issuance of the Authority Bonds used to fund the Loan or the execution and delivery of this Agreement or if the original payment was made from the proceeds of other debt of the Recipient.

(j) Other than as provided in Section 4.1 hereof, the allocation by the Authority of funds it uses to purchase the Loan, including different series of Tax-exempt Bonds, is at the sole discretion of the Authority and that allocation is binding on the Recipient.

(k) With respect to any gross proceeds of the Tax-exempt Bonds created by the Recipient, the Recipient will be liable to the Authority for any amount the Authority is required to rebate to the United States as excess investment earnings pursuant to Section 148 of the Code.

The Authority may, in its sole discretion and only upon receipt of an opinion of counsel to the Authority, waive any of the agreements set forth in this Article 3.

ARTICLE 4 – COMPLIANCE WITH STATE BOND REQUIREMENTS

Section 4.1 State Bond Financed Property. The Recipient and the Authority acknowledge and agree that the Recipient's ownership interest in the Project, consisting of real property, and, if applicable, all facilities located, or that will be constructed and located, on that real property, and all equipment that is a part thereof, that was purchased with the proceeds of state general obligation bond proceeds constitutes "State Bond Financed Property", as that term is used in Minnesota Statutes, Section 16A.695 and the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012 (the "Order"), as such may be amended, modified, supplemented, or replaced from time to time, and therefore the provisions contained in that statute and order apply to the Recipient's ownership interest in the Project and any Use contracts relating thereto. The Recipient agrees that the proceeds of the Agreement must be used, and the Project must be operated, in a manner that complies with Minnesota Statutes, Section 16A.695 and the Order. The Recipient must file the required state bond financed property declaration as provided in the Order and provide a copy of the filed declaration to the Authority, unless the filing requirement is waived in writing by the Commissioner of Minnesota Management and Budget.

Section 4.2 Lease or Management Contract. The Recipient agrees that any lease or management or similar contract (each a "Use Agreement") it enters into with respect to property constituting all or a part of the State Bond Financed Property must comply with the following requirements:

(a) It must be for the express purpose of carrying out a governmental program established or authorized by law and established by official action of the Recipient.

(b) It must be approved, in writing, by the Commissioner of Minnesota Management and Budget.

(c) It must be for a term, including any renewals that are solely at the option of the lessee or manager, that is substantially less than the useful life of the property subject to that lease or management contract, but may allow renewal beyond that term upon determination by the Recipient that the use continues to carry out the governmental program.

(d) It must be terminable by the Recipient if the other contracting party defaults under the contract, or if the governmental program is terminated or changed.

(e) It must provide for oversight by the Recipient of the operation of the property that is the subject of the Use Agreement.

(f) It must specifically identify the statute that provides the Recipient authority to enter into the Use Agreement.

(g) It must contain a provision stating that the Use Agreement is being entered into in order to carry out a governmental program and must specifically identify the governmental program.

Section 4.3 Sale. The Recipient must not sell any property constituting all or a part of the State Bond Financed Property unless the sale complies with the following requirements:

(a) The Recipient determines by official action that the property is no longer usable or needed by the Recipient to carry out the governmental program for which it was acquired or constructed.

(b) The sale must be made as authorized by law.

(c) The sale must be for fair market value as defined in Minnesota Statutes, Section 16A.695 as then in effect.

(d) The Recipient obtains the prior written consent of the Commissioner of Minnesota Management and Budget.

Section 4.4 Changes to Minnesota Statute 16A.695 or the Order. In the event that Minnesota Statutes Section 16A.695 or the Order is amended in a manner that reduces any requirement imposed upon the Recipient, or if the Recipient's interest in the State Bond Financed Property is exempt from Minnesota Statutes, Section 16A.695 or the Order, then upon written request by the Recipient, the Authority will enter into and execute an amendment to this Agreement to implement that amendment to, or exempt the interest in the Project from, Minnesota Statutes, Section 16A.695 and the Order.

Section 4.5 Waiver. The Authority may waive the requirements of Article 4 at any time upon determination by the Authority, and after notifying the Commissioner of Minnesota Management and Budget, that the Project has not been and will not be funded from the proceeds of state general obligation bonds.

ARTICLE 5 – DISCLOSURE

Section 5.1 Information for Disclosure Documents. (a) The Recipient agrees to provide to the Authority such information with respect to the Recipient, its duties, operations and functions as may be reasonably requested by the Authority, and hereby consents to its inclusion in the Authority's official statement(s) used in connection with issuance and sale or the re-marketing of its Bonds or continuing disclosure with respect to its Bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of Bonds were or will be loaned to the Recipient.

(b) At the request of the Authority, the Recipient will certify and represent that the information with respect to the Recipient in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Recipient to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Recipient determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Recipient to make the certification and representation.

(c) If at any time during the period ending 90 days after the date the Recipient provides information to Authority for inclusion in a Disclosure Document any event occurs that the Recipient believes would cause the information with respect to the Recipient in the Disclosure Document to omit a material fact or make the statements therein misleading, the Recipient agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Authority, the Recipient will also provide the certification and representation required in (b) above with respect to that information.

(d) The Recipient agrees to provide such information as may be reasonably requested by any rating agency in connection with rating the Bonds of the Authority.

Section 5.2 Continuing Disclosure. If the Authority, in its sole discretion, determines, at any time prior to payment of the Loan in full, (i) that the Recipient is a material "obligated person," as the term "obligated person" is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12") or (ii) that an event has occurred with respect to the Recipient or the Loan that must be disclosed under Rule 15c2-12, or (iii) that any other action of the Recipient has occurred which the Authority determines in its sole discretion is material to an investor in the Bonds, the Recipient covenants that it will authorize and provide to the Authority, for inclusion in a Disclosure Document, all statements and information relating to the Recipient deemed material by the Authority for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5 promulgated pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), including certificates and written representations of the Recipient evidencing satisfaction of the requirements of Rule 15c2-12 and Rule 10b-5. The Authority, in its sole discretion and as set forth in a resolution or official statement of the Authority, will determine materiality under each of clause (i) and clause (iii) pursuant to criteria established from time to time. The Recipient further covenants that, if determined to be such a material obligated person, it will execute and deliver a continuing disclosure agreement, in that form as the Authority determines to be necessary, desirable or convenient, in its sole discretion, for the purpose of meeting the requirements of Rule 15c2-12. Pursuant to the terms and provisions of that continuing disclosure agreement, the Recipient will thereafter provide ongoing disclosure with respect to all annual and event information and financial statements relating to the Recipient required by a continuing disclosure undertaking under Rule 15c-12. The Recipient further agrees that the Authority will have the right to disclose any information about the Recipient or the Loan, whether or not received from the Recipient, determined by the Authority in its sole discretion, to be material with respect to any of its Bonds.

ARTICLE 6 – SYSTEM REPLACEMENT FUND

This article is intentionally left blank.

ARTICLE 7 - FINANCIAL RECORDS, AUDITS, REPORTS AND INSPECTIONS

Section 7.1 Financial Recordkeeping. For all expenditures made pursuant to this Agreement, the Recipient must keep financial accounts and records in accordance with generally accepted accounting principles including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures and any investments made with proceeds of the Loan or other "gross proceeds" of the Note or the tax-exempt Bonds of the Authority. Such accounts and records must be accessible and available for a minimum of six years from the date of initiation of operation of the Project and for so long as the Note is outstanding for examination by authorized representatives of the Authority, the Office of the Legislative Auditor, the Office of the State Auditor and the EPA Office of Inspector General.

Section 7.2 Annual Financial Reports. (a) The Recipient must annually provide to the Authority for the term of the Loan a copy of an independent audit of its financial statements. All audit reports must be submitted within 30 days after the completion of the audit but no later than one year after the end of the fiscal year to be audited. The audits must be conducted in accordance with generally accepted government auditing standards and in compliance with Subpart F (Audit Requirements) of Title 2 U.S. Code of Federal Regulations Part 200.

(b) The Recipient must describe the Note as general obligation debt of the Recipient in its annual audited financial statements for the term of the Loan.

Section 7.3 Annual Minority and Women Business Enterprise Report. If requested, the Recipient will submit to the Authority, within 20 days of the end of the annual reporting period, EPA Form 5700-52A to report on the award of prime contracts or subcontracts to any certified Minority and Women Business Enterprise (MBE/WBE) firms until the Project is complete.

Section 7.4 General. The Recipient must submit the project reports required by the Authority on forms prescribed by the Authority.

Section 7.5 Inspections. The Recipient, upon reasonable request by the Authority, must allow the Authority and its agents to inspect the Project.

ARTICLE 8 – GOVERNMENT DATA PRACTICES

The Recipient agrees, with respect to any data that it possesses regarding the Project, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

ARTICLE 9 - DEFAULT AND REMEDIES

Section 9.1. Events of Default. Any of the following is an event of default under this Agreement:

(a) The Recipient does not make a Loan payment when due;

(b) The Recipient does not comply with any other provision of this Agreement or the Note after written notice from the Authority, and for a three-month period the Recipient does not cure that default or provide a written plan acceptable to the Authority providing for that cure or, if the Authority accepts a plan for cure, the Recipient does not cure that default within the time period specified therein.

Section 9.2 Remedies. (a) If an event of default described in Section 9.1(a) of this Agreement occurs, the Authority will impose an interest penalty as provided in Minn. Rules Part 7830.0296, Subpart 1. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) reject any pending application by the Recipient for financial assistance, (3) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (4) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended.

(b) If an event of default described in Section 9.1(b) of this Agreement occurs, the Authority will impose an immediate increase in the interest rate on the Loan by eliminating all interest rate discounts that were applied in determining the interest rate under Minn. Rules Part 7380.0272. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) demand repayment of any grant disbursements under this Agreement, (3) reject any pending application by the Recipient for financial assistance, (4) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (5) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended. If the Authority subsequently determines that the Recipient has cured all events of default, the interest rate on any unpaid Loan principal will then revert back to the original interest rate.

ARTICLE 10 – ADMINISTRATION

Section 10.1 Amendments. Any amendments to this Agreement must be in writing and must be executed by the Recipient by the same officials who signed the Agreement, or their successors.

Section 10.2 Termination of Loan. The obligations of the Recipient under this Agreement (except the obligations set forth in Section 2.1 (c), (d) and (e) and Article 4 hereof) will terminate when the Loan is fully paid.

Section 10.3 Fees. (a) Pursuant to Minnesota Statutes, section 446A.04, subdivision 5(a), the Authority may charge application fees and loan repayment servicing fees.

(b) Application fee: The application fee is waived by the Authority.

(c) Loan repayment servicing fees: The Recipient acknowledges that the Authority may apply up to 2 percent of any loan repayment as a servicing fee and that such fee will not increase the amount of any repayments or extend the period of repayment.

Section 10.4 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and will be sufficient if delivered by courier or overnight delivery service or sent by certified mail (return receipt requested), postage prepaid, to the address of the party to whom it is directed. That address must be the address specified below or a different address as may hereafter be specified by either party by written notice to the other:

In the case of the Authority:

Minnesota Public Facilities Authority
Attention: Executive Director
1st National Bank Building
332 Minnesota Street, Suite W820
Saint Paul, MN 55101-1378

In the case of the Recipient:

City of Robbinsdale
Attention: Mayor
4100 Lakeview Avenue
Robbinsdale, MN 55422-2280

This page is intentionally left blank.

Recipient name: City of Robbinsdale
Project Funding ID(s): MPFA-DWRF-L-016-FY21

The Authority and the Recipient have caused this Agreement to be duly executed by their duly authorized undersigned representatives. Statutory Cities must execute this Agreement as provided in Minnesota Statutes, Section 412.201, as amended. Home Rule Charter Cities must execute this Agreement as provided in Minnesota Statutes, Chapter 410, as amended.

RECIPIENT: We have read and we agree to all of the above provisions of this Agreement.

By ______________________________

Title Regan Murphy
Mayor

Date ______________________________

By ______________________________

Title Marcia Glick
City Manager

Date ______________________________

MINNESOTA PUBLIC FACILITIES AUTHORITY:

By ______________________________

Title Steve Grove, or delegate
Chair

Date ______________________________

ENCUMBERED: Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

By ______________________________

PO date 08/24/20
PO ID(s) B2401:3000003078

MN Public Facilities Authority

Exhibit A
Loan Amortization Schedule
MPFA-DWRF-L-016-FY21
Treatment plant and wells

Drinking Water State Revolving Fund
36,430,904.00

Robbinsdale - dw01
Rate: 1.000%
Date:
Maturity: 08/20/40

Type of Note: Tax Exempt

final loan amount: 36,430,904.00

Date	Effective	Source	Disbursement	Repayment	Interest	Principal	Loan Balance	Annl Debt Srv
projected	09/23/20	Op Res	36,430,904.00				36,430,904.00	
	08/20/21			421,818.05	330,914.05	90,904.00	36,340,000.00	421,818.05
	02/20/22			181,700.00	181,700.00		36,340,000.00	
	08/20/22			1,927,700.00	181,700.00	1,746,000.00	34,594,000.00	2,109,400.00
	02/20/23			172,970.00	172,970.00		34,594,000.00	
	08/20/23			1,936,970.00	172,970.00	1,764,000.00	32,830,000.00	2,109,940.00
	02/20/24			164,150.00	164,150.00		32,830,000.00	
	08/20/24			1,945,150.00	164,150.00	1,781,000.00	31,049,000.00	2,109,300.00
	02/20/25			155,245.00	155,245.00		31,049,000.00	
	08/20/25			1,954,245.00	155,245.00	1,799,000.00	29,250,000.00	2,109,490.00
	02/20/26			146,250.00	146,250.00		29,250,000.00	
	08/20/26			1,963,250.00	146,250.00	1,817,000.00	27,433,000.00	2,109,500.00
	02/20/27			137,165.00	137,165.00		27,433,000.00	
	08/20/27			1,972,165.00	137,165.00	1,835,000.00	25,598,000.00	2,109,330.00
	02/20/28			127,990.00	127,990.00		25,598,000.00	
	08/20/28			1,981,990.00	127,990.00	1,854,000.00	23,744,000.00	2,109,980.00
	02/20/29			118,720.00	118,720.00		23,744,000.00	
	08/20/29			1,990,720.00	118,720.00	1,872,000.00	21,872,000.00	2,109,440.00
	02/20/30			109,360.00	109,360.00		21,872,000.00	
	08/20/30			2,000,360.00	109,360.00	1,891,000.00	19,981,000.00	2,109,720.00
	02/20/31			99,905.00	99,905.00		19,981,000.00	
	08/20/31			2,009,905.00	99,905.00	1,910,000.00	18,071,000.00	2,109,810.00
	02/20/32			90,355.00	90,355.00		18,071,000.00	
	08/20/32			2,019,355.00	90,355.00	1,929,000.00	16,142,000.00	2,109,710.00
	02/20/33			80,710.00	80,710.00		16,142,000.00	
	08/20/33			2,028,710.00	80,710.00	1,948,000.00	14,194,000.00	2,109,420.00
	02/20/34			70,970.00	70,970.00		14,194,000.00	
	08/20/34			2,038,970.00	70,970.00	1,968,000.00	12,226,000.00	2,109,940.00
	02/20/35			61,130.00	61,130.00		12,226,000.00	
	08/20/35			2,048,130.00	61,130.00	1,987,000.00	10,239,000.00	2,109,260.00
	02/20/36			51,195.00	51,195.00		10,239,000.00	
	08/20/36			2,058,195.00	51,195.00	2,007,000.00	8,232,000.00	2,109,390.00
	02/20/37			41,160.00	41,160.00		8,232,000.00	
	08/20/37			2,068,160.00	41,160.00	2,027,000.00	6,205,000.00	2,109,320.00
	02/20/38			31,025.00	31,025.00		6,205,000.00	
	08/20/38			2,079,025.00	31,025.00	2,048,000.00	4,157,000.00	2,110,050.00
	02/20/39			20,785.00	20,785.00		4,157,000.00	
	08/20/39			2,088,785.00	20,785.00	2,068,000.00	2,089,000.00	2,109,570.00
	02/20/40			10,445.00	10,445.00		2,089,000.00	
	08/20/40			2,099,445.00	10,445.00	2,089,000.00	-	2,109,890.00
totals			36,430,904.00	40,504,278.05	4,073,374.05	36,430,904.00		40,504,278.05

EXHIBIT B

FORM OF NOTE

No. R-1 | UNITED STATES OF AMERICA | $36,430,904

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF ROBBINSDALE

GENERAL OBLIGATION WATER REVENUE NOTE
SERIES 2020B

Date of Original Issue: ____________, 2020

The City of Robbinsdale, a municipal corporation in Hennepin County, Minnesota (the "City"), certifies that it is indebted for value received and promises to pay to the Minnesota Public Facilities Authority or registered assigns, the principal sum of $36,430,904, or so much thereof as may have been disbursed on August 20 in the years and in the installments as follows:

Year	Installment	Year	Installment
2021	$ 90,904	2031	$ 1,910,000
2022	1,746,000	2032	1,929,000
2023	1,764,000	2033	1,948,000
2024	1,781,000	2034	1,968,000
2025	1,799,000	2035	1,987,000
2026	1,817,000	2036	2,007,000
2027	1,835,000	2037	2,027,000
2028	1,854,000	2038	2,048,000
2029	1,872,000	2039	2,068,000
2030	1,891,000	2040	2,089,000

and to pay interest on so much of the principal amount of the debt as may be disbursed from time to time as provided in the Project Loan Agreement (as defined below) and remains unpaid, from the date of this Note for disbursements made on or prior to that date or from the date of each later disbursement until the principal amount hereof is paid or has been provided for, at the rate of 1.000% per annum on each February 20 and August 20, commencing August 20, 2021.

Principal and Interest Payments. Interest accrues only on the aggregate amount of this Note that has been disbursed under the Bond Purchase and Project Loan Agreement, dated August 24, 2020 (the "Project Loan Agreement"), between the Minnesota Public Facilities Authority (the "PFA") and the City. The principal installments will be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that to the extent any principal amount of this Note is never disbursed, the amount of the principal not disbursed is to be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule is to be reamortized to provide similarly level annual installments of total debt service payments).

Interest on this Note includes amounts treated by the PFA as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire transfer of immediately available funds, or by check or draft mailed at least five (5) business days prior to the payment date to the person in whose name this Note is registered in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note is subject to optional or mandatory redemption and prepayment in whole or in part as provided in the Project Loan Agreement. Any prepayments of this Note shall be applied pursuant to Section 1.6 of the Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, for the purpose of providing money to finance eligible project costs of the City's municipal water system, and is payable out of the Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the City's municipal water system. This Note constitutes a general obligation of the City, and to provide money for the prompt and full payment of said principal installments and interest when the same become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration: Transfer. This Note must be registered in the name of the payee on the books of the City by presenting this Note for registration to the Finance Director of the City, who will endorse the Finance Director's name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Finance Director.

Fees Upon Transfer or Loss. The Finance Director may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Project Loan Agreement. The terms and conditions of the Project Loan Agreement are incorporated herein by reference and made a part hereof. The Project Loan Agreement may be attached to this Note and must be attached to this Note if the holder of this Note is any person other than the PFA.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Not a Qualified Tax-Exempt Obligation. This Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the charter of the City and the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Note, have been done, have happened and have been performed in regular and due form, time and manner required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to its municipal water system at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, if the net revenues from the municipal water system and any other revenues irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the

City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional, charter, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Robbinsdale, Hennepin County, Minnesota, has caused this Note to be executed with the manual or facsimile signatures of its Mayor and City Manager, both as of the nominal date of original issue specified above.

CITY OF ROBBINSDALE, MINNESOTA

By ______________________________
Its Mayor

By ______________________________
Its City Manager

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is the Note described above and has been registered as to the principal and interest in the name of the Registered Owner identified below on the registration books of the Finance Director of the City. The transfer of ownership of the principal amount of this Note may be made only by the Registered Owner or by the Registered Owner's legal representative last noted below.

Date of Registration	Registered Owner	Signature of Finance Director
______________	Minnesota Public Facilities Authority Federal Employer I.D. No. 41-6007162	______________

City of Robbinsdale

Old Business B

MEMORANDUM

To: Mayor and Council Members

From: Marcia Glick, City Manager

Date: September 15, 2020

Re: Proposed 2021 General Fund and Debt Service Property Tax Levies

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Background

The City is required to submit a proposed 2021 Property Tax Levy to Hennepin County by September 30, 2020. This levy will be used by the County to prepare the Truth-In-Taxation notices that the County mails to every citizen in November.

Analysis/ Conclusion

The Proposed 2021 General Fund Budget was presented and discussed at Budget Work Sessions on September 1 and September 8, 2020. In 2021, levy limits are not in effect.

The City will receive an increase in Local Government Aid in 2021 in the amount of $60,781, based on the formula adopted by the legislature. The formula is based on the number of jobs in the city per capita, the age of the housing stock, the average city tax rate state-wide, city population, and the city's tax base. These factors are used to determine the city's unmet need for funding separate from what may be happening in other cities throughout the state.

Fiscal Disparities distribution will have a decrease in allocation by $159,606. This is a distribution of commercial property taxes across the metro area. The change in the city's tax rate between years is the key factor affecting the formula. The average valued home increased 12% in 2020, whereas the levy was set at 5.99%. The final 2019 tax rate was 49.41% and 2020 was 46.14%. The impact of the decrease in this one revenue source is a decrease of 9.8% in revenue compared to 2020.

The final levy, which will be adopted in December, can be reduced, but may not increase above the preliminary levy adopted tonight. The proposed levy currently provides for maintaining core services at current level, preserving city assets, and includes an allowance for cost of living and other compensation adjustments.

The levy option included in the resolution is a general fund budget that uses approximately $326,183 of general fund reserves. Additional levy options have also been prepared using various scenarios. There are additional options for the general fund revenues and expenditures that will be reviewed prior to setting a final tax levy in December to reduce the use of reserves.

A copy of the city manager proposed General Fund Budget is attached as Exhibit 1. A summary of tax levy options is included as Exhibit 2. Information on the City of Robbinsdale tax levy history is included in Exhibit 3.

The proposed General and Debt Service levies as discussed at the General Fund Work Session (using Option 4) are provided on the resolution as Exhibit 4.

Recommendation
By motion, waive the reading and order the adoption of the resolution setting the proposed 2021 General Fund and Debt Service Property Tax Levies and certifying to Hennepin County (shown as Exhibit 4).

Marcia Glick, City Manager

CONCURRENCE:

Jeff Zuba, Finance Director

EXHIBIT 1

CITY OF ROBBINSDALE 2021 PROPOSED BUDGET GENERAL FUND

SEPTEMBER 15, 2020

4100 LAKEVIEW AVENUE NORTH
ROBBINSDALE, MINNESOTA 55422

General Fund

Summary of Revenues, Expenditures, and Changes in Fund Balance

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
Revenues						
Taxes	$ 5,561,073	$ 6,046,122	$ 6,320,973	$ 6,320,973	$ 6,765,191	$ 6,701,097
License & Permits	677,126	602,915	441,700	472,750	450,325	463,835
Intergovernmental	2,443,801	2,204,048	2,308,457	3,154,591	2,411,872	2,422,177
Charges for Services	595,143	618,322	622,844	461,207	561,984	578,844
Fines & Forfeitures	186,560	233,577	285,500	240,600	240,600	247,818
Franchise Fees	320,171	332,892	382,000	356,000	394,500	406,335
Miscellaneous	107,285	157,319	84,000	60,600	81,500	83,945
Total Revenue	9,891,159	10,195,195	10,445,474	11,066,721	10,905,972	10,904,050
Other Financing Sources						
Transfers from other funds	270,995	317,930	315,000	241,000	276,000	276,000
Total Revenues & Other Financing Sources	10,162,154	10,513,125	10,760,474	11,307,721	11,181,972	11,180,050
Expenditures						
Personal Services	7,100,342	7,273,589	8,108,329	7,710,330	8,475,827	8,663,425
Supplies	301,356	296,118	403,300	361,820	395,320	408,695
Other Services & Charges	3,265,515	3,124,441	3,498,112	3,555,350	3,647,333	3,769,789
Capital Outlay	35,845			3,400	15,500	62,500
Amounts Charged to Other Funds	(777,708)	(876,079)	(1,006,801)	(1,006,801)	(1,025,825)	(1,077,109)
Total Expenditures	9,925,350	9,818,069	11,002,940	10,624,099	11,508,155	11,827,300
Other Financing Uses						
Transfers out to other funds	24,579	600,000				
Total Expenditures & Other Financing Uses	9,949,929	10,418,069	11,002,940	10,624,099	11,508,155	11,827,300
Deficiency of Revenues and Other Financing Sources Over Expenditure and Other Financing Uses	212,225	95,056	(242,466)	683,622	(326,183)	(647,250)
Fund Balance						
Beginning of Year	5,348,770	5,560,995	5,656,051	5,656,051	6,339,673	6,013,490
End of Year	$ 5,560,995	$ 5,656,051	$ 5,413,585	$ 6,339,673	$ 6,013,490	$ 5,366,240
Fund Balance to Expenditures	55.89%	54.29%	49.20%	59.67%	52.25%	45.37%

General Fund Summary of Revenues and Other Financing Sources

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
Taxes						
General Property	$ 4,199,669	$ 4,612,691	$ 4,907,876	$ 4,907,876	$ 5,510,431	$ 5,288,000
Less Reserve for Abatements & Delinq.			(25,000)	(25,000)	(25,000)	(25,000)
Excess Tax Increment	49,238	47,128				
Fiscal Disparities	1,312,166	1,386,303	1,438,097	1,438,097	1,279,760	1,438,097
Total Taxes	5,561,073	6,046,122	6,320,973	6,320,973	6,765,191	6,701,097
Special Assessments						
Admin Citations	21,433	4,498				
Repeat Nuisance						
Total Special Assessments	21,433	4,498				
Licenses & Permits						
Business						
Liquor Licenses	46,121	48,500	47,500	54,150	50,000	51,500
Pawn Shop and Second Hand Dealers		3,750	3,750	3,750	3,750	3,863
Miscellaneous Business Licenses	42,087	36,706	40,000	40,000	38,000	39,140
Total Business Licenses & Permits	88,208	88,956	91,250	97,900	91,750	94,503
Non-Business						
Animal Licenses	2,813	6,958	4,000	5,450	5,100	5,253
Pound Fees	1,105	2,025	1,250	900	1,350	1,391
Building Permits	233,076	215,247	120,000	115,000	125,000	128,750
Plan Check Fees	104,838	97,483	35,000	28,000	32,000	32,960
Heating & A/C Permits	75,108	41,956	30,000	60,000	46,500	47,895
Plumbing Permits	49,928	20,195	20,000	55,000	25,000	25,750
Utility Inspection Fees	4,650	3,300	4,000	4,000	4,125	4,249
Rental Housing Licenses	97,936	103,867	120,000	85,000	100,000	103,000
License Verification Fees	1,875	1,980	2,000	2,000	2,000	2,060
Other Permits	15,880	15,390	13,000	19,000	16,500	16,995
Surcharges	1,709	5,558	1,200	500	1,000	1,030
Total Non-Business Licenses & Permits	588,918	513,959	350,450	374,850	358,575	369,332
Total Licenses and Permits	677,126	602,915	441,700	472,750	450,325	463,835
Intergovernmental						
Federal Grants						
Other	2,732	32,158	3,000	522,000	25,000	25,000
Total Federal Grants	2,732	32,158	3,000	522,000	25,000	25,000
State Aids and Grants						
Local Government Aid	1,822,775	1,828,941	1,975,457	1,982,591	2,043,372	2,043,372
Market Value Homestead Credit						
Police & Fire Pensions	268,975	281,028	285,000	285,000	293,500	302,305
PERA Aid	15,819	15,819				
Police Training		21,872	20,000	20,000	20,000	20,600
Other Grants & Aids	333,500	24,230	25,000	345,000	30,000	30,900
Total State Aids and Grants	2,441,069	2,171,890	2,305,457	2,632,591	2,386,872	2,397,177
Total Intergovernmental	2,443,801	2,204,048	2,308,457	3,154,591	2,411,872	2,422,177

General Fund Summary of Revenues and Other Financing Sources

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
Charges for Services						
General Government						
Lease and Rental Fees	$ 291,421	$ 299,532	$ 315,000	285,000	245,359	252,720
Robbinsdale EDA	55,009	34,697	59,969	35,000	52,500	54,075
IDRB Issuance Fees						
Sale of Maps and Documents	495	310	1,800	450	500	515
Assessment searches	100	125	100	100	100	103
Planning Fees	3,475	4,601	2,000	3,250	3,300	3,399
Street Light Fees	667	699	725	500	650	670
Nuisance Service Fee	275		750	1,750	1,500	1,545
Point of Sale Inspection/Buyer Fees	16,500	16,800	17,000	16,400	16,500	16,995
Notary Fees	970	965	1,100	600	1,000	1,030
Other Fees	14,366	30,749	10,000	11,000	11,300	11,639
Admin Fee - Special Assessments	18,150	19,400	19,000	19,000	19,500	20,085
Total General Government Charges	401,428	407,878	427,444	373,050	352,209	362,775
Public Safety						
Police Services	75,912	82,739	80,500	30,000	80,000	82,400
Pawn Shop Fees	10,182	9,280	13,000	14,000	14,500	14,935
Police Auction	281	1,244	500	500	700	721
False Alarms	65		150	100	1,000	1,030
Accident Reports						-
Other Fees	1,162	3,861	1,250	3,500	3,800	3,914
Total Public Safety Charges	87,602	97,124	95,400	48,100	100,000	103,000
Recreation						
Fitness Center & Open Gym Program	25,581	25,888	25,500	7,677	25,750	26,523
Adult Programs	11,880	11,662	13,500	4,930	11,750	12,103
Adult Softball						
General Programs	642	255	500	100	450	464
Youth / Children Programs	13,424	16,272	14,500	7,725	14,850	15,296
Senior Programs	3,040	2,301	3,000	625	2,675	2,755
Cooperative Programming	24,751	21,312	23,000	10,000	23,000	23,690
Facility and Equipment Rental	21,871	32,970	14,500	7,500	27,500	28,325
Playground / Wading Pools						
City Band Fees						
Gymnastics						
Park Maintenance Fees	4,924	2,660	5,500	1,500	3,800	3,914
Total Recreation Charges	106,113	113,320	100,000	40,057	109,775	113,068
Total Charges for Services	595,143	618,322	622,844	461,207	561,984	578,844
Fines and Forfeitures						
Court Fines and Forfeitures	182,970	206,542	275,000	180,000	225,000	231,750
Admin Fines	1,340	23,035	10,000	60,000	15,000	15,450
Other Fines	2,250	4,000	500	600	600	618
Total Fines and Forfeitures	186,560	233,577	285,500	240,600	240,600	247,818

General Fund Summary of Revenues and Other Financing Sources

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
Franchise Fees						
Franchise Fees - Electric	216,161	220,295	275,000	240,000	275,000	283,250
Franchise Fees - Gas	104,010	112,597	107,000	116,000	119,500	123,085
Total Franchise Fees	320,171	332,892	382,000	356,000	394,500	406,335
Miscellaneous						
Investment Earnings	$ 76,044	$ 143,982	$ 75,000	50,000	75,000	77,250
Donations & Gifts	10,296	7,317	7,000	2,600	5,000	5,150
Other	(488)	1,522	2,000	8,000	1,500	1,545
Total Miscellaneous	85,852	152,821	84,000	60,600	81,500	83,945
Total Revenues	9,891,159	10,195,195	10,445,474	11,066,721	10,905,972	10,904,050
Other Financing Sources						
Transfers from other Funds						
Water Fund	39,381	84,323	15,000	35,000	35,000	35,000
Sanitary Sewer Fund	42,496	15,792	16,000	16,000	16,000	16,000
Storm Sewer	54,109	30,572	25,000	25,000	25,000	25,000
Solid Waste	30,000	50,000	50,000	50,000	50,000	50,000
PIR Fund	93,088	77,693	159,000	90,000	100,000	100,000
Parks	10,349	9,243				
Central Services						
Liquor Fund		25,000	50,000	25,000	25,000	25,000
Deputy Registrar		25,000			25,000	25,000
REDA	1,572	307				
Total Transfers	270,995	317,930	315,000	241,000	276,000	276,000
Total Revenue and Financing Sources	$ 10,162,154	$ 10,513,125	$ 10,760,474	$ 11,307,721	$ 11,181,972	$ 11,180,050

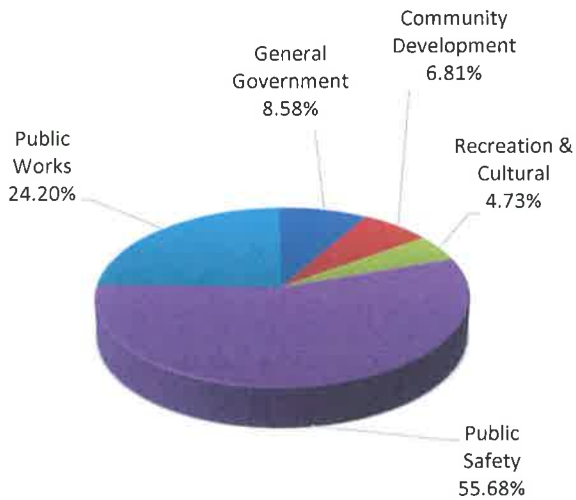
General Fund Summary of Expenditures by Major Objective

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
General Government						
City Council	$ 107,788	$ 103,129	$ 128,219	$ 100,793	$ 130,164	$ 118,223
Administration	317,756	283,831	294,082	282,944	263,147	305,677
Legal	108,478	103,202	100,915	96,911	100,230	103,171
Assessing	155,539	166,179	176,174	176,189	141,004	145,406
Finance	324,087	307,754	265,733	254,470	289,613	285,921
Total General Government	1,013,648	964,095	965,123	911,307	924,158	958,399
Community Development						
Planning & Zoning	468,614	225,962	199,936	450,364	209,210	213,469
Comprehensive Planning	13,793	1,512	8,387	8,931	8,940	9,119
Redevelopment	55,009	35,871	60,229	48,832	64,387	65,700
Code Enforcement	94,228	66,028	91,622	82,009	92,313	94,105
Rental Licensing	99,076	127,638	134,038	133,606	141,062	143,973
Total Community Development	730,720	457,011	494,212	723,742	515,912	526,367
Recreation & Cultural						
Recreation Administration	345,875	366,855	391,699	379,226	440,201	450,696
Community Center Operations	75,739	70,381	104,001	29,822	113,112	112,965
Adult Programs	3,259	2,378	4,029	930	2,522	2,661
Adult Softball	3,228	2,545	4,730	2,782	4,730	4,918
General Programs	6,004	6,613	13,656	18,481	11,399	11,521
Youth / Children Programs	15,277	14,255	20,079	18,768	21,572	22,576
Senior Programs	18,038	17,959	27,380	12,634	28,524	29,380
Cooperative Programming	22,247	17,978	24,237	18,275	23,447	23,725
Playground / Wading Pools	702	3,788	14,094	7,690	14,006	14,031
City Band	20,153	26,115	19,831	5,209	19,927	20,296
Library Building Operations	11,293	9,713	12,744	8,725	11,504	11,713
Park Improvements						
Total Recreation & Cultural	521,815	538,580	636,480	502,542	690,944	704,483
Public Safety						
Police Services	4,299,296	4,540,765	5,164,680	4,935,827	5,424,290	5,538,738
Fire Services	705,880	680,416	745,181	740,593	795,446	862,717
Building Inspections	208,367	225,244	231,583	238,647	238,724	242,617
Total Public Safety	5,213,543	5,446,425	6,141,444	5,915,067	6,458,460	6,644,072

General Fund Summary of Expenditures by Major Objective

	2018 Actual	2019 Actual	2020 Budget	2020 Estimated	2021 Proposed	2022 Proposed
Public Works						
Engineering Services	$ 485,408	$ 418,749	$ 474,034	$ 460,572	$ 525,996	$ 533,423
Streets	1,112,001	1,060,136	1,237,307	1,087,198	1,281,014	1,321,268
Forestry	247,529	246,584	287,271	287,307	311,278	320,563
Park Maintenance	600,686	686,489	757,069	736,364	800,393	818,726
Total Public Works	2,445,624	2,411,958	2,755,681	2,571,441	2,918,681	2,993,980
Human Services			10,000			
Total Expenditures	9,925,350	9,818,069	11,002,940	10,624,099	11,508,155	11,827,300
Other Uses						
Transfers to Other Funds	24,579	600,000				
Total Expenditures and Other Financing Uses	$ 9,949,929	$ 10,418,069	$ 11,002,940	$ 10,624,099	$ 11,508,155	$ 11,827,300

2020 Estimated Expenditures By Major Objective



2021 Proposed Expenditures By Major Objective

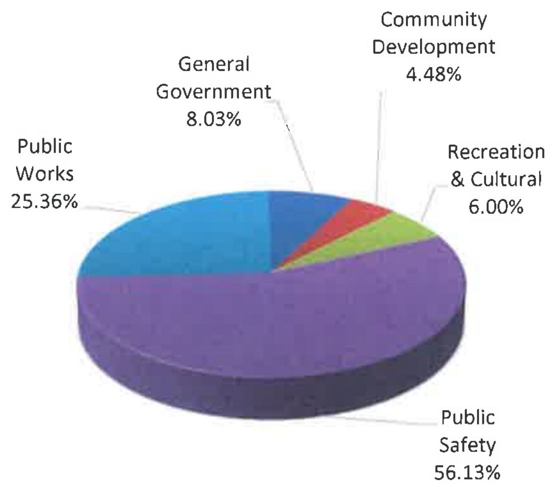


Exhibit 2

City of Robbinsdale 2021 Property Tax Levy Options Estimated Tax Rate Calculation for 2021 See Table Below for Option Explanations	Compare 2020 Actual to 2021 Option 3 Increase (Decrease)	Actual 2020	Option 1 No Change City Levy Full Debt Service 2021	Option 2 5% Increase $317,299 on 2020 City GF Levy 2021	Current Budget Option 3 7% Increase $444,218 on 2020 Total Levy 2021	Option 4 10% Increase $634,597 on 2020 City GF Levy 2021
General Fund	444,218	$6,345,973	$6,345,973	$6,663,272	$6,790,191	$6,980,570
Debt service	157,153	847,900	1,005,053	1,005,053	1,005,053	1,005,053
Net tax capacity levy	601,371	7,193,873	7,351,026	7,668,325	7,795,244	7,985,623
Market value debt service levy	-	0	0	0	0	0
Certified Levy - City	601,371	**7,193,873**	**7,351,026**	**7,668,325**	**7,795,244**	**7,985,623**
HRA Levy	(210,717)	210,717	237,409	237,409		237,409
Total Levy	**$390,654**	**$7,404,590**	**$7,588,435**	**$7,905,734**	**$7,795,244**	**$8,223,032**
Net Change	**390,654**					
Percent Levy change from 2020			**2.48%**	**6.77%**	**5.28%**	**11.05%**
Fiscal Disparity Increase	(159,606)		2.16%	2.16%	2.16%	2.16%
Percent Total Levy change from 2020			**4.64%**	**8.92%**	**7.43%**	**13.21%**
Net Change after Fiscal Disparities	**550,260**					
Estimated Tax Burden on Average Home		**921.41**	**942.11**	**991.35**	**1,011.05**	**1,040.60**
2021 = $216,000, 2020 = 212,000 Increase = 1.89%)						
Estimated Change in Tax			**20.70**	**69.94**	**89.64**	**119.19**
Estimated Change in Tax Amount per Month			**1.73**	**5.83**	**7.47**	**9.93**
Change in Tax per $100,000 is approximately =	19.70				19.70	
General Fund Deficit \Use of Reserves			(770,401)	(453,102)	(326,183)	(135,804)

Option 1 = General Fund Tax levy stays the same as 2020, includes all debt service levies.
Option 2 = General Fund tax levy increases by 5% of GF 2020 levy in the amount of $317,299.
Option 3 = General Fund tax levy increases by 7% of total 2020 levy in the amount of $444,218.
Option 4 = General Fund tax levy increases by 10% of GF 2020 levy in the amount of $634,597.

Exhibit 3

City of Robbinsdale
2021 Property Tax Levy History

	2015	2016	2017	2018	2019	2020	2021		
General Fund	$5,098,747	$5,114,500	$5,309,272	$5,574,736	$5,953,473	$6,345,973	$6,790,191		
Debt service	425,659	454,696	572,259	575,291	838,793	847,900	1,005,053		
Net tax capacity levy	5,524,406	5,569,196	5,881,531	6,150,027	6,792,266	7,193,873	7,795,244		
Market value debt service levy	0	0	0	0	0	0	0		
Certified Levy - City	**5,524,406**	**5,569,196**	**5,881,531**	**6,150,027**	**6,792,266**	**7,193,873**	**7,795,244**		
HRA Levy	146,193	165,147	164,860	179,789	194,078	210,717	237,409		
Total Levy	**$5,670,599**	**$5,734,343**	**$6,046,391**	**$6,329,816**	**$6,986,344**	**$7,404,590**	**$8,032,653**		
Fiscal Disparities Amount	**1,547,038**	**1,327,447**	**1,556,791**	**1,463,649**	**1,585,822**	**1,630,244**	**1,630,244**		
Net Spread Levy	**4,123,561**	**4,406,896**	**4,489,600**	**4,866,167**	**5,400,522**	**5,774,346**	**6,402,409**		
Percent Levy change from Prior Year	**3.35%**	**1.12%**	**5.44%**	**4.69%**	**10.37%**	**5.99%**	**8.48%**		
Fiscal Disparity Change	-2.36%	3.87%	-4.00%	1.54%	-1.93%	-0.64%	2.16%		
Percent Total Levy change from Prior Year	**0.99%**	**4.99%**	**1.44%**	**6.23%**	**8.44%**	**5.35%**	**10.64%**		
Percent Change									
Estimated Tax Burden on Average Home	**645.44**	**653.72**	**686.66**	**764.28**	**851.93**	**916.53**	**1,011.00**		Annual Change
								$ 365.56	**$ 60.93**
Estimated Change in Tax from Prior Year	**76.77**	**8.28**	**32.94**	**77.62**	**87.65**	**67.39**	**89.64**		
Average Home Value	**149,000**	**146,000**	**158,000**	**173,000**	**188,000**	**212,000**	**216,000**		
	Note 1								
Fiscal Disparity Change	$ 129,400	$ (219,591)	$ 229,344	$ (93,142)	$ 122,173	$ 44,422	$ (159,606)	$ 744,644	

Note 1:
Some of Change due to Market Value Homestead Exclusion

Member __________ moved and Member __________ seconded a motion that the following resolution be read and adopted this 15th day of September 2020.

RESOLUTION NO.

A RESOLUTION SETTING THE PROPOSED 2021 GENERAL FUND AND DEBT SERVICE NET PROPERTY TAX LEVIES FOR CERTIFICATION TO HENNEPIN COUNTY

WHEREAS, Minnesota Statutes require the adoption of the proposed tax levy; and

WHEREAS, the proposed tax levy must be certified to Hennepin County on or before September 30, 2020;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROBBINSDALE, MINNESOTA that the City Council of the City of Robbinsdale adopts the following proposed 2021 General Fund and debt service net tax levies, and certifying them to Hennepin County:

General Fund (City Operations)	$ 6,790,191
Debt Service:	
2012A G.O. Street Improvement Bonds	52,014
2013A G.O. Street Reconstruction Bonds	202,125
2015A G.O. Street Reconstruction Bonds	325,339
2017A G.O. Street Reconstruction Bonds	5,935
2018A G.O. Street Reconstruction Bonds	70,810
2020A G.O. Street Reconstruction Bonds	33,793
2018A Equipment Certificates 5 and 9 Year	197,978
2020A Equipment Certificates 5 and 9 Year	117,060
Total Tax Capacity Based Levy to Certify to County	$ 7,795,244

The question was on the adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER 2020.

ATTEST:

Regan L. Murphy, Mayor

Sherry O'Donnell, City Clerk

City of Robbinsdale

Old Business C

MEMORANDUM

To:	Mayor and Council Members
From:	Marcia Glick, City Manager
Date:	September 15, 2020
Re:	Proposed 2021 HRA Property Tax Levy

Background:

The City is required to submit a proposed 2021 Property Tax Levy to Hennepin County by September 30, 2020. This levy will be used by the County to prepare the Truth in Taxation notices that the County mails to every citizen in November. This levy is for the REDA to use for continued community development efforts.

Analysis/Conclusion:

The HRA Levy is separate from the regular City Levy and is used to fund housing and redevelopment activities. For 2021, the limit on the HRA Levy is .0185 of the City's Taxable Market Value for 2020. This levy is being proposed on behalf of the Robbinsdale Economic Development Authority (REDA) and will be distributed to the REDA when received. The City is setting the proposed levy at this time. The final HRA levy may be reduced, but may not increase, when finally adopted in December.

The levy for 2020 was $210,717 and the maximum levy for 2021 is $237,409 based on a total market value of $1,272.8 million. Council members have indicated support for levying the maximum amount given the important work the REDA has been doing.

Recommendation:

By motion, waive the reading and order the adoption of the resolution setting the proposed 2021 Housing and Redevelopment Authority (HRA) Property Tax Levy (shown as Exhibit 1).

Marcia Glick

Marcia Glick, City Manager

CONCURRENCE:

Jeff Zuba, Finance Director

Exhibit 1

Member ____________________ moved and Member ________________ seconded a motion that the following resolution be read and adopted this 15th day of September, 2020.

RESOLUTION NO.

A RESOLUTION ADOPTING THE PROPOSED 2021 HOUSING AND REDEVELOPMENT AUTHORITY (HRA) PROPERTY TAX LEVY FOR CERTIFICATION TO HENNEPIN COUNTY

WHEREAS, Minnesota Statues requires that the City adopt the HRA Levy on behalf of the Robbinsdale Economic Development Authority; and

WHEREAS, the proposed HRA tax levy must be certified to Hennepin County on or before September 30, 2020;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ROBBINSDALE, MINNESOTA adopts the proposed 2021 HRA Net Property Tax Levy in the amount of $237,409 and directs the City Clerk to certify this amount to Hennepin County.

The question was on the adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER, 2020.

____
Regan L. Murphy, Mayor

ATTEST:

____
Sherry O'Donnell, City Clerk

City of Robbinsdale

Old Business D
MEMORANDUM

To: Mayor and Council Members

From: Marcia Glick, City Manager

Date: September 15, 2020

Re: Scheduling the date for the Truth-in-Taxation Budget Meeting

Background
The Truth-in-Taxation Law requires the Council to notify the County Auditor of the date of the meeting at which the budget and levy will be discussed and allow the public to comment. The meeting for public comment no longer needs to be separate from a regular council meeting and there is no requirement for a reconvened hearing. The County must receive this information no later than September 30, 2020. The date, time and place of the meeting will be printed on the individual property tax statement for the proposed property tax for 2021. The City may insert a flyer with the tax notices on the 2021 budget.

Analysis/Conclusion
Cities are required to hold a public meeting on the proposed budget after November 25, at which the public is allowed to comment on the 2021 budget and tax levy. Staff recommends setting a public input opportunity at the December 1, 2020 council meeting. Adoption of the final tax levy will be on December 15, 2020. The final tax levies to the County Auditor must be certified before December 30, 2020.

Recommendation
By motion, waive the reading and order the adoption of the resolution scheduling the date of the Truth-in-Taxation Budget Meeting for the 2021 Budget and Property Tax Levy for December 1, 2020.

Marcia Glick
Marcia Glick, City Manager

CONCURRENCE:

Jeff Zuba, Finance Director

Member ___________________ moved and Member ___________________ seconded a motion that the following resolution be adopted this 15th day of September 2020.

RESOLUTION NO. _____
A RESOLUTION SCHEDULING THE DATE FOR THE TRUTH-IN-TAXATION BUDGET MEETING FOR THE 2021 BUDGET AND PROPERTY TAX LEVY

WHEREAS, Minnesota Statutes requires a Truth-in-Taxation budget meeting be held on the proposed budget and proposed tax levy; and

WHEREAS, the City has to designate the place, time and date of a council meeting that will include discussion of the City budget and allow the public to comment; and

WHEREAS, the date chosen by the City can be a regularly scheduled City Council meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROBBINSDALE, MINNESOTA THAT: the Truth-in-Taxation budget meeting on the 2020 proposed budget and tax levy be held at the Robbinsdale City Hall in the council chambers at 4100 Lakeview Avenue North, Robbinsdale, Minnesota on the following date:

Budget Meeting: December 1, 2020 7:00 P.M.

The question was on the adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15TH DAY OF SEPTEMBER 2020.

____
Regan L. Murphy, Mayor

ATTEST:

____
Sherry O'Donnell, City Clerk

(seal)

City of Robbinsdale

New Business A

MEMORANDUM

To:	Mayor and City Council
From:	Marcia Glick, City Manager
Date:	September 15, 2020
Subject:	Approval of Block Party Requests for National Night Out (10-6-2020)

Background

National Night Out is Tuesday, October 6, 2020. There are applications still being reviewed by the Police Chief and Public Works Director/City Engineer. The most current list will be distributed at the meeting.

Recommendation

By motion approve the requested block parties for National Night Out.

Marcia Glick

Marcia Glick, City Manager

CONCURRENCE:

Sherry O'Donnell

Sherry O'Donnell, City Clerk

National Night Out Block Parties as of 9/10/20

1. 3800 Block Zenith Ave N
2. 26 ½ between McNair Ave N & France Ave N
3. 4500 block Chowen Ave N
4. 3800 block of Perry Ave N
5. 4200 block of Drew Ave N
6. 4100 block of Abbott Ave N
7. 4500 block of Beard Ave N
8. 4200 block of Abbott Ave N
9. 4200 block of Zenith Ave N
10. Full block between W. Broadway and Hubbard Ave N
11. Beard Ave N & 41st Ave N, Abbott Ave N at 41st Ave N, and Beard Ave N at Zenith Ave N

New Business B

City of Robbinsdale

To: Mayor and City Manager

From: Marcia Glick, City Manager

Date: September 15, 2020

RE: Consideration of Moratorium on Crime Free Housing Regulations

Background

On August 4, 2020, the City Council received a resolution from the Human Rights Commission recommending the City be designated as an Equitable Residential Property City- Attachment 1. Within the document, the City Council was asked to:

1. Revise the City Code to eliminate all ordinances relating to Crime Free Housing, Crime Free/Drug Free Lease Addendum and mandatory tenant evictions based upon nuisance service calls.
2. Further demonstrate the City of Robbinsdale's commitment as an Equitable Residential Property City by reviewing and revising landlord trainings, other ordinances and city policies to ensure rental housing property is equitable, safe and secure for tenants and the public.

The reasoning behind the recommendation was discussed at the regular August 4, 2020 City Council work session. Minutes from the work session are included as Attachment 2.

Following the August 4th work session numerous articles were forwarded from interested parties which were shared with the city council along with weekly mail. A list of information received is shown on Attachment 3. Copies of those articles are available upon request.

Crime Free Lease Addendum Requirement:

(1) Tenant, any members of the tenant's household or a guest or other person affiliated with tenant shall not engage in criminal activity, including drug-related criminal activity, on or near the premises;

(2) Tenant, any members of the tenant's household or a guest or other person affiliated with tenant shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the premises;

(3) Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest;

(4) Tenant, any members of the tenant's household or a guest, or other person affiliated with the tenant shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.

Landlords are encouraged to use the resources from MN Multi-Housing Association

Attachment 4 – is an excerpt from the Section 8 requirements- Section 8(c) (1) - (3) which covers termination of tenancy related to criminal activity

Discussion:
There are two situations in the Rental Property Licensing section which may result in evictions both of which are noted in the Human Rights Commission recommendation: Excessive Nuisances and Crime-Free Lease Addendum

Up until the 4th nuisance, there is no difference between rental and owner occupied requirements. Staff found one instance in 2012 where a 4th nuisance hearing was held regarding fees; landlord was in process of evicting the tenant related to non-payment of rent.

Attachment 5 – Data from Excessive Nuisance Ordinance Enforcement/ Crime-Free Housing eviction report. First 4 columns related to excessive nuisance: 1st letter notice of nuisance, 2nd letter warning, 3rd nuisance fee for excessive nuisances, 4th nuisance – eviction (renter)/option for hearing. In the case of rental property, 4th nuisance results in potential eviction. For owner occupied property, 3rd and higher nuisances are subject to fees. Last 2 columns relate to Crime-Free Housing evictions.

Notes to consider:

- The current method of addressing nuisances results in a 2nd violation warning (with option for appeal), 3rd violation fine (also able to be appealed), and a 4th violation that leads to the property owner filing for eviction (still reviewed by Housing Court Judge). If nuisance option is eliminated, officers would only have the option of a warning (similar to first notice) or issuing citations. Balance this to obtaining information and forwarding that information to administration allowing the PCAC officer to review if it is a true nuisance in an administrative vs court setting. Citations can be costlier. Issuing a citation, instead of giving a nuisance that can be further investigated by administration, may create more negativity between the police and residents. Issuing citations also requires identifying all persons involved at the point of contact.
- For others living in apartments, the nuisance code is a tool to help address disruptive activities.
- There are very few properties scattered around the city which have been subject to nuisance warnings or fees.

Please note - until existing staff vacancies are filled – anticipated to be mid-October, the city attorney's office could be tasked with reviewing the existing code language for modifications recommended.

Recommendation
Discuss and consider next steps.

An ordinance establishing a moratorium prepared by the City Attorney is included as Attachment 6. Please note that the attached moratorium is inadvertently written specifically to address the Crime-Free portion of the code. Additional language will need to be added if moratorium on excessive nuisance is to be included.

Marcia Glick, City Manager

ROBBINSDALE HUMAN RIGHTS COMMISSION RECOMMENDATION TO DESIGNATE THE CITY OF ROBBINSDALE AS AN EQUITIBLE RESIDENTIAL PROPERTY CITY

WHEREAS the mission statement for the City of Robbinsdale declares its dedication to provide a City Government that is accessible, accountable, open and compassionate, and it further affirms that our City resources will be prudently allocated and equitably provided, and

WHEREAS the Robbinsdale Human Rights Commission has the designated responsibility to advise and make recommendations to the City Council on matters that are consistent with the Minnesota Human Rights Act, and

WHEREAS the Robbinsdale Human Rights Commission has researched issues of Fair Housing and Robbinsdale city codes related to Crime Free Multi Housing, Crime Free/Drug Free Lease Addendum, Repeat Nuisance Service Calls, and

WHEREAS the Commission finds these Robbinsdale city codes, as currently written, may result in inequitable and/or unintended outcomes, including –

1. A two-tiered system of justice; one for homeowners and one for renters.
2. In potential tenant evictions, the Robbinsdale Police Department may effectively place themselves in a position of 'Prosecutor, Judge and Jury'.
3. Eviction without due process.
4. Eviction without distinguishing between a crime victim and a perpetrator.
5. The 'over-policing' of and disproportional effects upon low income residents, minority communities and women.
6. Undermining overall public safety by deterring those in need from contacting the police or other first responders for fear of eviction.
7. Increased liability for the City of Robbinsdale when exercising these ordinances.

NOW THEREFORE The Robbinsdale Human Rights Commission advises and recommends the Robbinsdale City Council –

1. Revise the City Code to eliminate all ordinances relating to Crime Free Housing, Crime Free/Drug Free Lease Addendum and mandatory tenant evictions based upon nuisance service calls.
2. Further demonstrate the City of Robbinsdale's commitment as an Equitable Residential Property City by reviewing and revising landlord trainings, other ordinances and city policies to ensure rental housing property is equitable, safe and secure for tenants and the public.

July 23, 2020

DISCUSSION: Crime Free/Drug Free Housing – Human Rights Commission Resolution

1. Rita Fox, Robbinsdale Human Rights Commission member, reported on the commission's study of equitable housing and questions that have arisen on two-tiered system for renters and homeowners. She shared examples of where the crime free housing enforcement may result in lease termination where there would be no impact on homeowners. She questioned whether there was a conflict of interest with the City Manager conducting the appeal process. Acknowledged cities had the best of intentions when the ordinances were adopted, but may result in over-policing and unintended consequences. Especially noted was eviction prior to conviction of a crime. Noted city staff has tried to be compassionate and judicious in the application of the code. She noted concern that the code might prevent people from calling 911 with concern that it could result in conviction. Fox noted that landlord initiated evictions may not have an appeal component particularly with month to month leases. Council has indicated an interest in learning more about racial justice issues. Fox suggested looking at St Louis Park's recent action.

2. Glick affirmed that when a tenant is evicted, the record may impact ability to lease another property in Robbinsdale.

3. Selman noted that before the ordinance was adopted there were a lot of problems at rental properties in his ward and afterwards there have been fewer complaints.

4. Julie Ralston-Aoki, Robbinsdale Human Rights Commission member, added there are a lot of policies that are under review that may inadvertently be contributing to systemic racism; noted that the code doesn't allow rental for 1 year after eviction; noted that although code lists that domestic abuse calls are not nuisance calls, the victims may not be aware of the provision. A good next step would be a moratorium to allow time for study of unintended consequences.

5. Jennifer Hill, 4100 Abbott Ave N, founding member of Robbinsdale for Racial Justice Group, thanked council for opportunity to be heard; noted she works on these issues with community based organizations that are part of "The Alliance," which released a report in 2019 "intentional exclusion" exploring Twin Cities region and found that exclusion from home ownership households of color are more likely to be renters than white households and have lower income. Unlawful detainer or owner filing an eviction form, makes finding housing more challenging. Also concerned on housing stability for children and impact being taken out of current school. Noted that housing is a human right.

6. Anne Mazzocco, 3407 Grimes Ave N, spoke in support of the HRC recommendation; noted originally ordinances were put in place to address problem of absentee owners but impact fell on renters; reported seeing social media post where family member was concerned that calls related to domestic abuse might result in lease termination; noted language in Fair Housing Act, HUD guidance, the need to track data; shared information on other cities studies; and expressed concern that tenants would be afraid to report problems.

7. Nicholas Erdos-Thayer, 3742 Major Ave N, noted that the term "gang" appears twice in this section of city code and asked council reflect on when this word is used addressing people of color.

8. Kirsten Nordstrom, 4350 Unity Ave N, spoke in support of a moratorium.

9. Glick noted that there has been evolution on the nuisance calls with more education on the front end on what defines a nuisance from an emergency call.

10. Mayor Murphy spoke in favor of the study and noted that it helps to hear from residents and noted the need to talk to tenants, landlords as well as other cities (St. Louis Park and Minneapolis) to gain broad prospective.

11. Glick noted that moratoriums allow time to put enforcement on hold to allow time for study and the city attorney would help to pull together the resolution. Suggested the item could be on a September council agenda.

12. Consensus to consider a moratorium in September while the topic is being studied:
    - Is there 2-tiered impact?
    - Is it a system that results in disparate treatment?
    - Is it unconstitutional; prohibit speech for fear of eviction or not equal treatment or protection?
    - Does it violate Federal Fair Housing Act with disparate treatment?

    Once information gathered would have an opportunity to hear from people with different views similar to the tobacco study.

13. Glick noted community members who have information to share, should send her an email.

Information Submitted By Members of the Public Related to this issue

- Nuisance Ordinances and Impacts on Domestic Violence Survivors
- 6.15.20 SunSailor re SLP action
- 12.23.18 Star Tribune re SLP moratorium
- 6.13.18 MPR story on Faribault suit
- Article from HomeLine 6.29.20-including table/research
- 9.13.16 HUD report
- Shriver Center report August, 2013
- Sela Group LLC v. Williams 7.14.20

- Documents above are available on the City Website – on City Council page adjacent to agenda link

Additional general communication:

- Report from Robert Kramer – "Tanabrick" apartments

  Used twice in 10 years in Robbinsdale. It's a tool among other resources. It's good to have the tool when you need it.
  Go over in detail at the front end.
  When any infraction – reminder
  Warrant executed by police – People had multiple visitors and were disruptive.
  Police report situation – when isolated incident have given people a chance. Typically guests get out of line (fought with police)

  Tweek the language – keep as a learning tool.

- Email from Shelly Koland re Crime Free Housing - request to retain current requirements issues reported are covered by general code enforcement

- Email from Molly Beahen re Crime Free Housing – support for HRC recommendation

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 10/31/2010

standard practice for the building concerned as established by the owner.

a. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

b. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

c. **Housing services.** The owner must provide all housing services as agreed to in the lease.

2. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

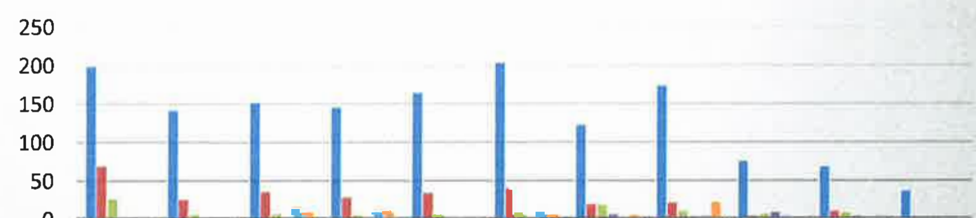
Information Compiled by Police Staff

Nuisance Ordinance/Crime Free Lease Evictions

Data Robbinsdale

	Nuisance Violations	Warning Letters Sent	Fine letters sent	Excessive fines	City Required evictions	Landlord Evictions w/ Police Assist
2010	199	70	27	N/A	Unk	Unk
2011	142	26	7	N/A	Unk	Unk
2012	152	36	8	N/A	16	12
2013	146	29	6	N/A	12	14
2014	165	35	10	N/A	3	0
2015	204	41	13	2	13	9
2016	123	20	19	7	3	6
2017	174	22	11	4	5	23
2018	76	5	8	10	5	3
2019	69	11	9	5	3	0
2020*	38	4	4	3	0	1

Nuisance Violations



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020*
Nuisance Violations	199	142	152	146	165	204	123	174	76	69	38
Warning Letters Sent	70	26	36	29	35	41	20	22	5	11	4
Fine letters sent	27	7	8	6	10	13	19	11	8	9	4
Excessive fines	0	0	0	0	0	2	7	4	10	5	3
City Required evictions	0	0	16	12	3	13	3	5	5	3	0
Landlord Evictions w/ Police Assist	0	0	12	14	0	9	6	23	3	0	1

Member ______________ moved and Member ______________ seconded a motion that the following Ordinance, be given its first reading on ______________, 2020.

ORDINANCE NO. 20-__

AN INTERIM ORDINANCE REGARDING THE REGULATION OF RENTAL PROPERTY LICENSING WITHIN THE CITY OF ROBBINSDALE

THE COUNCIL OF THE CITY OF ROBBINSDALE HEREBY ORDAINS AS FOLLOWS:

Section 1. Authority and Findings.

A. Minn. Stat. §462.355, subd. 4 provides that if a municipality is conducting studies or has authorized a study to be conducted for the purpose of considering adoption or amendment of a comprehensive plan or official control, the City Council may adopt an interim ordinance for the purpose of protecting the planning process and the health, safety and welfare of its citizens. An interim ordinance may regulate, restrict or prohibit any use, development, or subdivision within the city for a period not to exceed one year from the effective date of the interim ordinance.

B. The city of Robbinsdale ("City") currently regulates residential real estate rentals. One of the requirements included in the City's regulations is that a rental license owner or proprietor obtain a rental license from the City prior to renting, issuance of which requires the owner or proprietor to satisfy the requirements of the City Code. The City's rental licensing requirements require landlords to include what is commonly referred to as a "crime-free housing addendum" which generally requires that tenants refrain from any illegal activity on the rental premises. Concerns have been raised, both by citizens within the community as well as in other communities, about whether this particular licensing requirement unintentionally impacts certain populations differently, and whether these requirements continue to serve as a useful tool to combat criminal activity within the City. In response to these concerns, the City desires to temporarily suspend all of the requirements related to the crime-free housing addenda, including but not limited to the ability of landlords to rely on these provisions in processing evictions, in order to study this issue. As part of this study, the City may consider possible amendments to the City's licensing provisions and official controls to address the issues concerning crime-free housing. The City finds that this interim ordinance is necessary to protect the planning process and the health, safety and welfare of its residents.

C. The City Council believes that authorizing a study regarding crime-free housing addenda is necessary in order to reevaluate various regulatory options available to the City.

D. The City Council believes that an interim ordinance is necessary and prudent in order to complete the study, to give the City Council sufficient time to evaluate various options for regulation, and to protect the planning process and the health, safety, and welfare of Robbinsdale's citizens.

Section 2. Study. The City Council hereby authorizes a study of the issues relating to the continued use of crime-free housing addenda and other related regulations including, but not limited to, a review of the following:

A. The impact of these and similar programs both within the City of Robbinsdale, as well as in other communities.

B. Whether a continuation of the current regulations regarding crime-free housing addenda within Robbinsdale is appropriate.

C. The experience of other cities that regulate these industries in a manner similar to Robbinsdale, or that have used different regulatory approaches.

D. Consideration of any other potential amendments to the current regulatory scheme which may be appropriate for the City Code.

Section 3. Moratorium. In accordance with the findings set forth herein, a regulatory moratorium is hereby established on the use of the crime-free housing addenda within the City during the term of this interim ordinance.

A. During the effective period of this interim ordinance, no city official, including any licensed peace officer, shall participate in any enforcement action related to the enforcement of a crime-free housing addendum. Such participation shall include, but not be limited to, conducting training related to the crime-free housing addenda, automatically reporting possible violations to landlords, issuing compliance certifications, reviewing leases for compliance, or pursuing any eviction action.
B. Additionally, during the term of this interim ordinance, no landlord shall rely on the provisions of Section 425.31, subd. 5 of the City Code as the basis for any eviction proceedings within the City. Nothing herein shall be interpreted to prohibit a landlord from pursuing eviction in accordance with all applicable law, but such action shall not be predicated on a tenant purportedly violating the crime-free housing addendum as outlined in the City Code.

Section 4. Enforcement. In addition to any criminal penalties allowed by law, the City may enforce this interim ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. The City may also, where deemed appropriate, suspend or revoke the rental license of any landlord found to be in violation of this interim ordinance.

Section 5. Severability. Every section, subsection, provision or part of this interim ordinance is declared severable from every other section, subsection, provision or part. If any section, subsection, provision or part of this interim ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, subsection, provision or part.

Section 6. Effective Date; Duration. This interim ordinance shall take effect immediately after its adoption and publication. It shall be effective until the earlier of the following events: (a) one year from the effective date of this ordinance or (b) the date upon which the City Council adopts an ordinance repealing this ordinance.

Section 7. Summary. That the following summary clearly informs the public of the intent and effect of the ordinance and is approved for publication: "The purpose of this Ordinance is to authorize a study related to crime-free housing regulations within the City and to impose a moratorium on the enforcement of any such regulations for a period of one year or until such time as the City Council repeals the interim ordinance, whichever shall come first."

First Reading: YEAS:

NAYS:

Second Reading: YEAS:

NAYS:

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

____

Regan L. Murphy, Mayor

ATTEST:

____

Kate Croteau, City Clerk

(SEAL)

City of Robbinsdale

New Business C

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: September 15, 2020

RE: Recommendation for Liquor License Renewal Fee Reduction

Background

2020 has been a difficult year for restaurants in Robbinsdale as they have been hard hit by the effects of the pandemic. Originally, restaurants were ordered to close their indoor dining operations starting on March 17. Some restaurants were able to continue providing takeout service, and the legislature acted to allow some limited take-out beer and wine sales starting on April 19. Regular restaurant service wasn't allowed to restart until June 1 for establishments with patios and June 10th for indoor dining, which remains limited to 50% of the normal occupancy of each restaurant to accommodate social distancing requirements.

In order to address these difficulties, many cities have considered various levels of liquor license refunds or credits to acknowledge the significant disruption to business caused by the pandemic, and to offer some targeted relief to an industry that has been hit particularly hard by these effects. Rather than providing a pro rata refund for previously-issued 2020 licenses, a reduced fee for the 2021 license renewal is recommended. The reduced fee will be calculated by determining the period of time which the licensee held a valid license in 2020 but was unable to operate at full capacity due to governmental restrictions related to the pandemic. The 2021 fee will be reduced in a pro rata share based upon the number of months the licensee's business was impacted by such restrictions.

Analysis/Conclusion

The City Clerk sent inquiries to all the license holders impacted. Results are shown in Attachment 1. Generally – restaurants closed March 17 – some take-out food continued as well as sales from breweries. Restaurants allowed to add limited wine/beer with take-out food April 21. June 1 patios open. June 10 limited indoor added.

Recommendation

By motion, waive the reading and order the adoption of the resolution temporarily waiving part of the 2021 liquor license renewal fees based on pro-rated impact of limited sales in 2020 based on Governor's Orders related to COVID 19 shown as Attachment 2.

Marcia E. Glick

Marcia Glick, City Manager

Restaurant Reports liquor sales:

	March 17 Pick up Beer from Breweries	April 19 Beer/Wine pick up	June 1 Patio	June 10 Limited inside	Current
Nonna Rosa	Food to go only	To go- minimal wine	Patio/pick-up	Patio/pick-up/ indoor 50%	Patio/pick-up/ indoor 50%
Wicked Wort	Crowler/Growler	Crowler/Growler	Open Limited	'full service'	open
Broadway Pizza/Eagles Next	Food to go only	Food to go only	Food to go only	Food to go only	To go only – maybe next week
Pig Ate My Pizza	Food & Crowlers	Pick up- Beer/wine	Patio/pick-up	Patio/pick-up	Patio/pick-up
Travail	3/26 – pick up w/PAMP crowler	Pick up- Beer/wine	Pick up- Beer/wine	Pick up- Beer/wine	Patio sales started 7/16
Birdhouse	License picked up after patio/partial indoor allowed				
Marnas	Food to go only	To go- minimal wine & beer	Patio/pick-up	Patio/pick-up/ indoor 50%	Patio/pick-up/ indoor 50%
El Toro	Food to go & delivery		Patio/pick-up		Patio/pick-up/ indoor 50%
Flaming Saloon	Did not open after March 17				

Member ___________moved and Member ________ seconded a motion that the following resolution be read and adopted this 15th day of September, 2020.

RESOLUTION NO. _______

A RESOLUTION REDUCING LIQUOR LICENSE RENEWAL FEES
BASED ON PRO-RATA IMPACT OF CLOSURES IN 2020
RELATED TO COVID-19 RESTRICTIONS

WHEREAS, Governor's order 20-04 halted all on-premises restaurant service commencing March 17, 2020 with pick-up service continuing including beer produced on-site; and

WHEREAS, very limited beer/wine pick up service was added as an option April 19, 2020; and

WHEREAS, patio service was allowed June 1, 2020 and very limited indoor service began on June 10, 2020; and

WHEREAS, the City Council wishes to reduce the 2021 liquor license renewal fees for affected businesses based on the periods in 2020 when licensed facilities were impacted by the governmental restrictions placed on restaurants;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Robbinsdale that the City Clerk is authorized to collect a license renewal fee for 2021 reduced on a pro-rata basis reflecting the months in 2020 that the license holder was under restricted sales limitations based upon impacts from the governmental restrictions placed on restaurants.

The question was on adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 15th DAY OF SEPTEMBER, 2020.

____
Regan L. Murphy, Mayor

ATTEST:

____
Sherry O'Donnell, City Clerk

City of Robbinsdale

Other Business A

MEMORANDUM

TO:	City Council
FROM:	Marcia Glick, City Manager
DATE:	September 15, 2020
RE:	Voucher Requests Pending Approval for Disbursement

The check register dated September 15, 2020 reflects the voucher requests pending approval for disbursement.

The check register dated September 2, 2020 through September 15, 2020 is a list of vouchers requiring payment for City funds, Deputy Registrar, liquor, and miscellaneous purchases. The payments are required prior to the next Council meeting.

Recommendation

By motion approve disbursement requests for period ending September 15, 2020.

Marcia E. Glick

Marcia Glick, City Manager

CONCURRENCE:

Jeff Zuba, Finance Director

City of Robbinsdale

Other Business B

MEMORANDUM

To:	Mayor and Council Members
From:	Marcia Glick, City Manager
Date:	September 15, 2020
Re:	Enterprise Funds Budget, Capital Project Funds Budget, and CIP Plan Work Sessions

Background

Work Sessions need to be scheduled for the presentation and review of the Proposed City Manager's Budget for the 2021 Enterprise and Capital Improvement Funds, and the 2021-2030 Capital Improvement Plan.

Options for the meetings are as follows:

- October 20th after the council meeting
- October 27th as a separate work session
- November 2nd after the council meeting
- November 10th after the REDA meeting (option to set as a follow-up meeting if needed.)
- November 17th after the council meeting (option to set as a follow-up meeting if needed.)

Recommendation

By motion, set a series of Work Sessions to discuss the Proposed City Manager's Budget for 2021 Enterprise and Capital Project Funds, and the 2021-2030 Capital Improvement Plan, for the dates listed above along with a follow-up session.

Marcia Glick

Marcia Glick, City Manager

Concurrence:

Jeff Zuba, Finance Director

City of Robbinsdale

To: Mayor and City Manager

From: Marcia Glick, City Manager

Date: September 15, 2020

RE: Work Session with Liquor Manager

Background

The Liquor Manager will provide an update to the City Council on store staffing, hours, and provision of special options for customers. If council members have specific matters they would like to have covered at the work session, please contact the City Manager.

Recommendation

By motion, schedule a work session special work session for review of liquor operations on October 5, 2020 at 6:30 p.m.

Marcia Glick

Marcia Glick, City Manager

City of Robbinsdale

PROPOSED 2021 GENERAL FUND AND DEBT SERVICE LEVIES

September 15, 2020

AGENDA

- Definitions
- 2021 Budget Features
- Quick Overview
- 2021 Budget Requests
- General Fund Revenue Highlights
- Property Tax Levies 2021
- General Fund Expenditures
- General Fund Reserves
- Tax Impact
- Conclusion

DEFINITIONS

- **Estimated Market Value** – The assessor determines each property's estimated market value based on sales of comparable properties, cost of construction minus depreciation, income generated by the property (if applicable), and other relevant available information. The estimated market value of a home is the price that the property would be expected to sell for on the open market.

DEFINITIONS

- **Market value exclusions/Taxable Market Value** - For some properties, a portion of the market value is excluded from taxation. All homesteads with an estimated market value below $413,800 have a portion of the market value excluded under the homestead market value exclusion. Other market value exclusions are provided through the "Green Acres" program and the disabled veteran's exclusion. A property's taxable market value is its estimated market value less any applicable market value exclusions

DEFINITIONS

- **Taxable net capacity** - A taxing jurisdiction's taxable net tax capacity is the total net tax capacity of all properties within the jurisdiction, excluding a portion of the value of property located in a tax increment financing district.
- **Levy** - Each local taxing jurisdiction certifies a levy equal to the amount it intends to raise from property taxes in the upcoming year. For some local taxing jurisdictions, the levy may be constrained by state-imposed levy limits

DEFINITIONS

- Fiscal Disparities - A revenue-sharing program that applies to cities in the Twin Cities metro area and on the Iron Range. The program shifts tens of millions of dollars of property tax base between communities in the metro. Some cities, counties and school districts gain tax base, while others lose it. Tax-base sharing spreads the fiscal benefits of commercial-industrial growth no matter where the property exists within the metro area.

City of Robbinsdale

2021 BUDGET FEATURES

- Maintain core services
- Assumes a portion of Cares Act funds reimburses City expenditures in 2020
- Defends against potential local government aid cuts
- Use of reserves

QUICK OVERVIEW

- 2021 Proposed General Fund Levy is an increase of $444,217
- The net general fund property tax levy is an increase of 7.0%
- Debt Service Levy increase for road construction, and other equipment purchases of 18.5%
- HRA Levy increase of 12.7%

City of Robbinsdale

2021 BUDGET REQUESTS

- No new position requests are included in the 2021 budget
- No significant capital requests are included

City of Robbinsdale

GENERAL FUND REVENUE HIGHLIGHTS

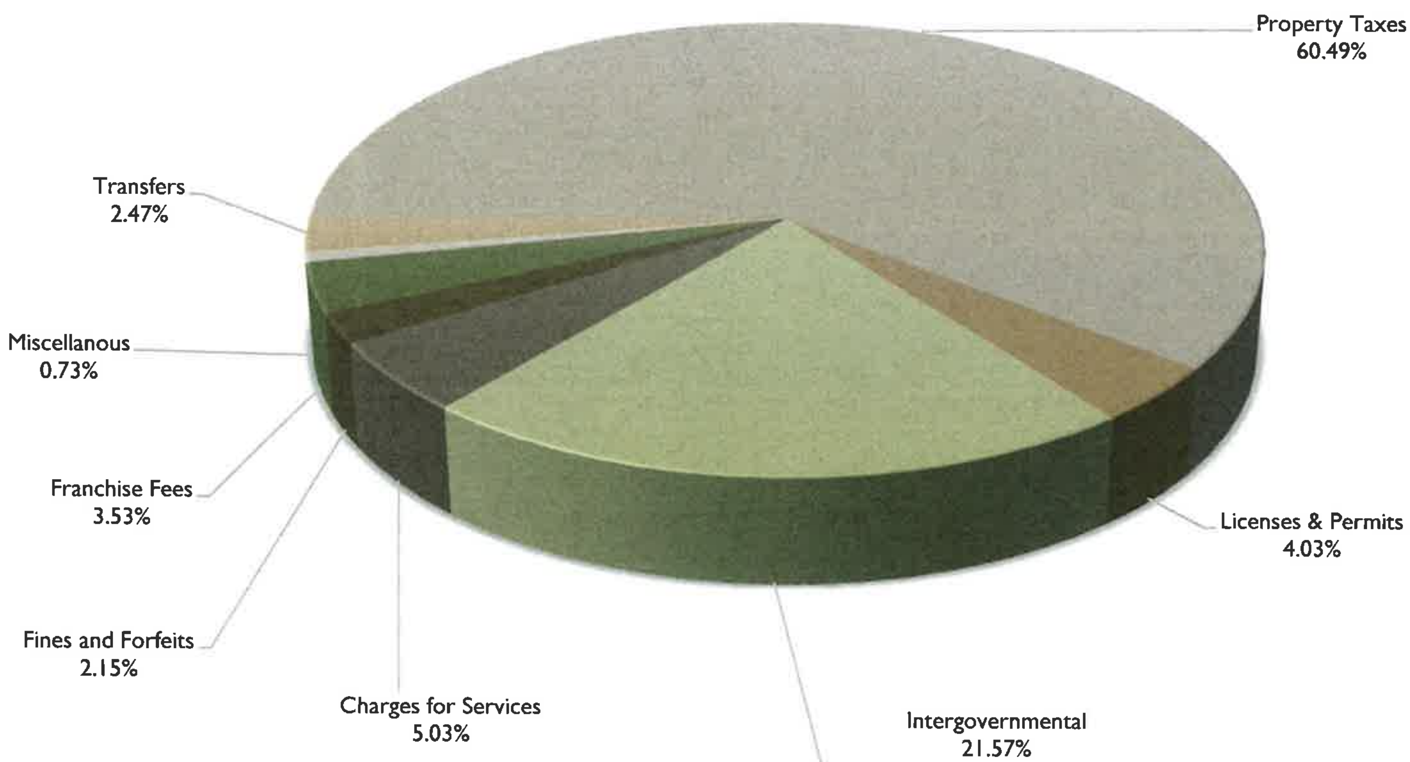
- Projected Revenue = $11,181,972 (3.9% increase, $421,498)
- LGA increases $60,781
- Franchise Fees - $394,500 is a $12,500 increase from 2020 budget and represents a 50/50 allocation to GF and Street Reconstruction
- Fines & Forfeitures - $225,000 compared to $275,000 in the 2020 budget ($50,000 decrease), based on three year average
- Permits based on a five year average, excluded large apartment projects

City of Robbinsdale

GENERAL FUND REVENUE HIGHLIGHTS

- $176,000 transfer from Capital Funds reimbursing for Engineering staff time on projects
- $50,000 transfer from Solid Waste for code enforcement activities
- $50,000 transfer from a combination of Liquor and License Center Funds for recreation programs

2021 Proposed General Fund Revenue Budget



City of Robbinsdale

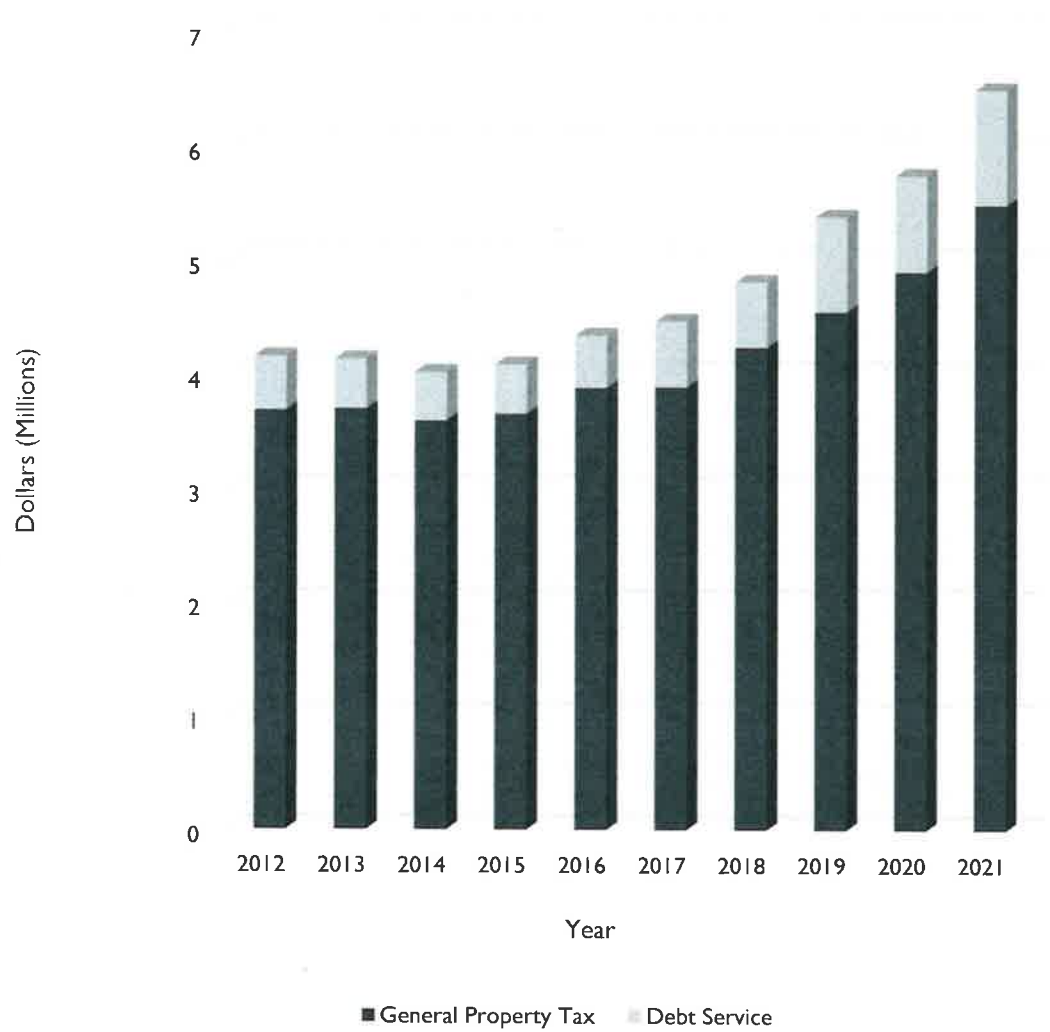
PROPERTY TAX LEVIES - 2021

- General Fund Levy of $6,790,191
- 2012 GO Street Bond Levy - $52,014 (2/1/23)
- 2013 Street Recon Bond Levy - $202,125 (2/1/24)
- 2015A GO Street Bond Levy – $325,339 (2/1/26)
- 2017A GO Street Bond Levy - $5,935 (2/1/28)
- 2018A GO Street Bond Levy - $70,810 (2/1/29)
- 2018A Equipment Certificates - $197,978 (2/1/29)
- 2020A GO Street Bond Levy – $33,793 (2/1/32)
- 2020A Equipment Certificates - $117,060 (2/1/30)
- HRA Levy - $237,409

- * (date) denotes final bond payment

City of Robbinsdale

City of Robbinsdale General Property Tax & Debt Service

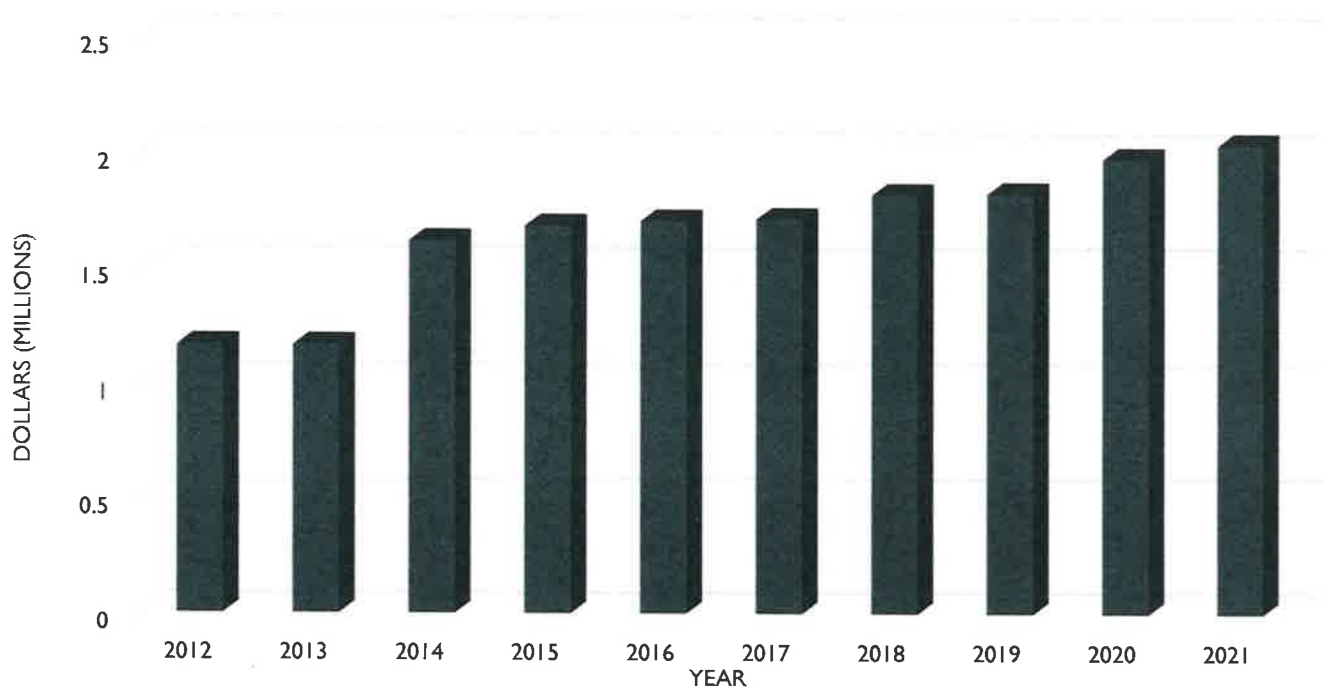


Amounts By Year

	General	Debt Service
2012 - $	3,697,845	462,598
2013 - $	3,710,156	429,414
2014 - $	3,606,605	420,881
2015 - $	3,669,271	425,659
2016 - $	3,895,432	454,696
2017 - $	3,903,953	572,259
2018 - $	4,248,000	575,291
2019 - $	4,563,488	838,793
2020 - $	4,907,876	847,900
2021 - $	5,510,431	1,005,053

City of Robbinsdale

LOCAL GOVERNMENT AID



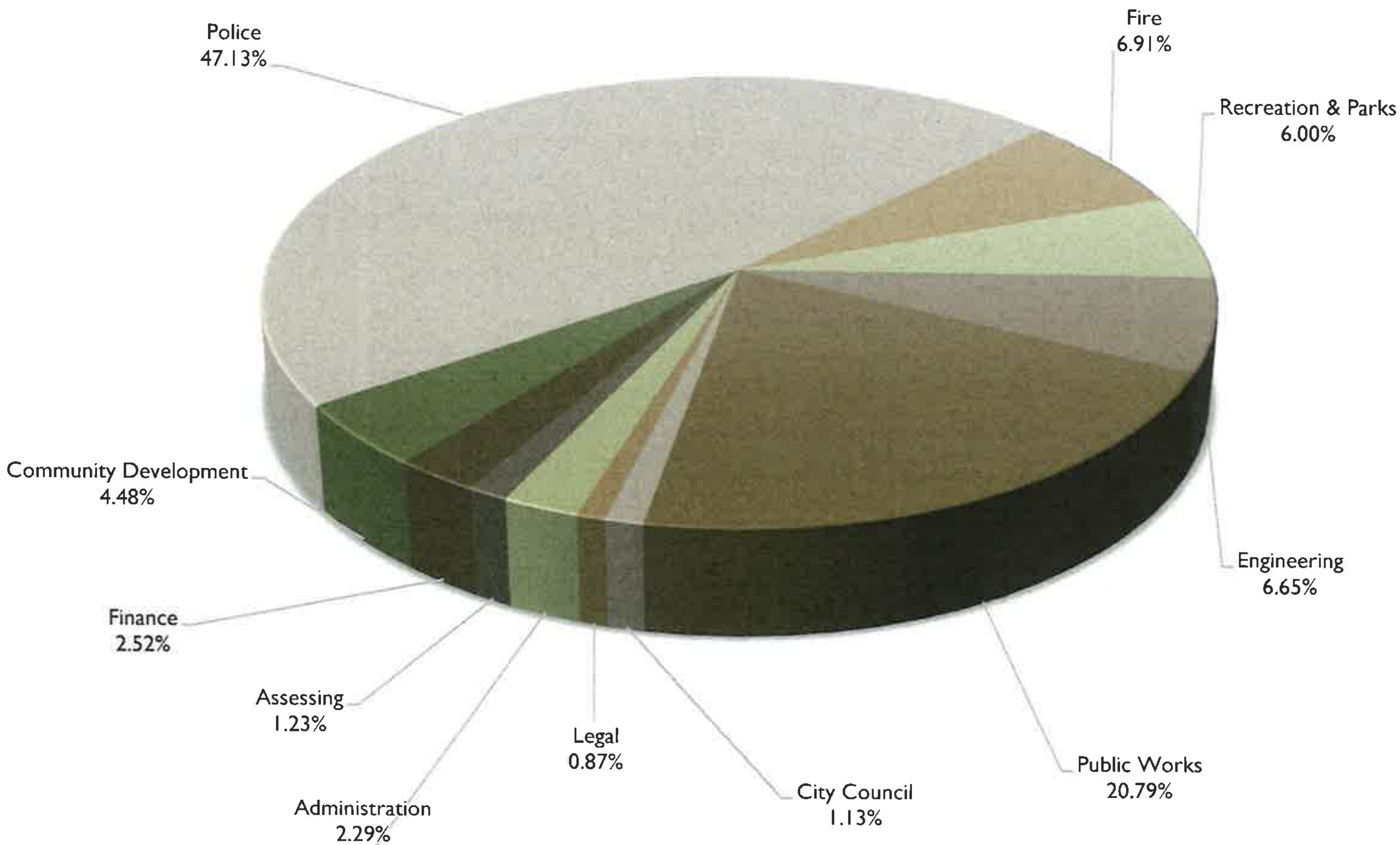
Amounts By Year

2012 - $ 1,170,849
2013 - $ 1,170,849
2014 - $ 1,619,093
2015 - $ 1,684,082
2016 - $ 1,706,053
2017 - $ 1,714,182
2018 - $ 1,822,775
2019 - $ 1,828,941
2020 - $ 1,982,591
2021 - $ 2,043,372

GENERAL FUND EXPENDITURE HIGHLIGHTS

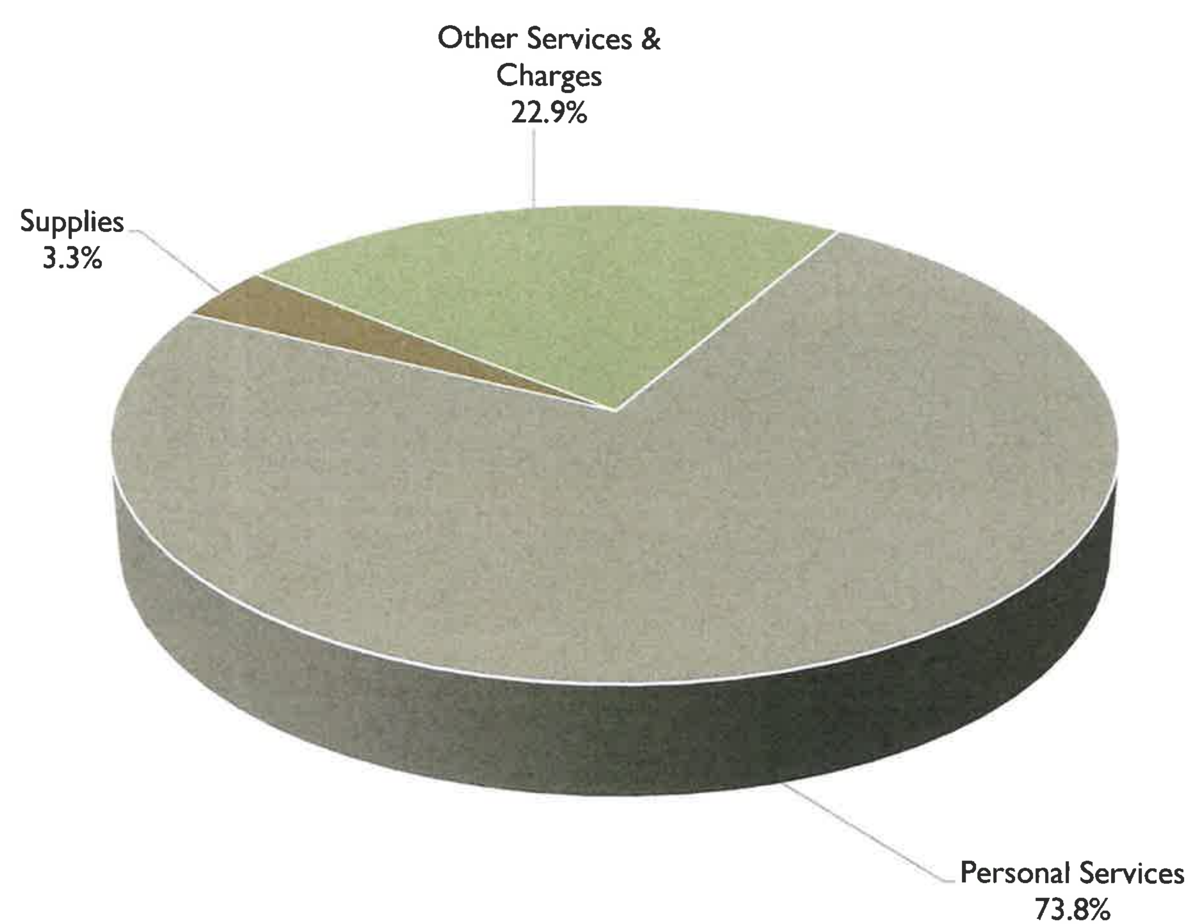
- 2021 Proposal including transfers = $11,508,155 a 4.6%, or $505,215 increase from 2020 budget
- Includes allowance for cost of living and other compensation adjustments
- Internal Service Fund charges held constant from prior year levels
- Large capital purchases planned for the future will need to be financed with capital notes, use of reserves and/or deferred

2021 Proposed General Fund Expenditure Budget



City of Robbinsdale

2021 Proposed Expenditures By Category



City of Robbinsdale

GENERAL FUND RESERVES

- Reserves of $326,183 are proposed to be used
- General Fund reserves at end of 2021 = $6,013,490 (52.25% of proposed GF Expenditures)

City of Robbinsdale

TAX IMPACT

- 2021 tax levy impact before fiscal disparities is a 8.48% change from the 2020 levy
- The total Fiscal Disparity allocation decrease equals an adjustment for 2021 of 2.16%
- The net spread levy impact including fiscal disparities is 10.64%
- The tax levy impact over the last six years on the average home is about $365 or an average of $60.93 per year

City of Robbinsdale

CONCLUSION

- Review proposed General Fund and Debt Service levies and budgets
- Proposed internal service fund charges
- Public Truth-in-Taxation meeting date – Dec 1st
- Future budget and CIP meeting dates
- Additional information will be gathered prior to the TNT meeting
- Questions & Comments?