



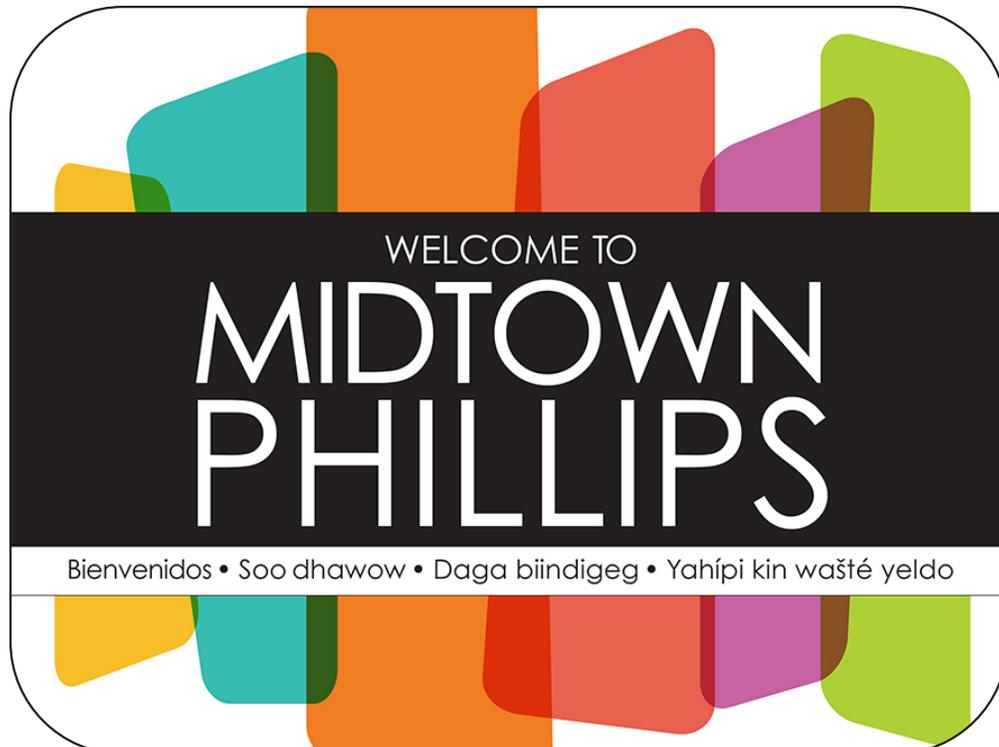
MIDTOWN PHILLIPS  
NEIGHBORHOOD ASSOCIATION INC.

2022 BOARD MANUAL

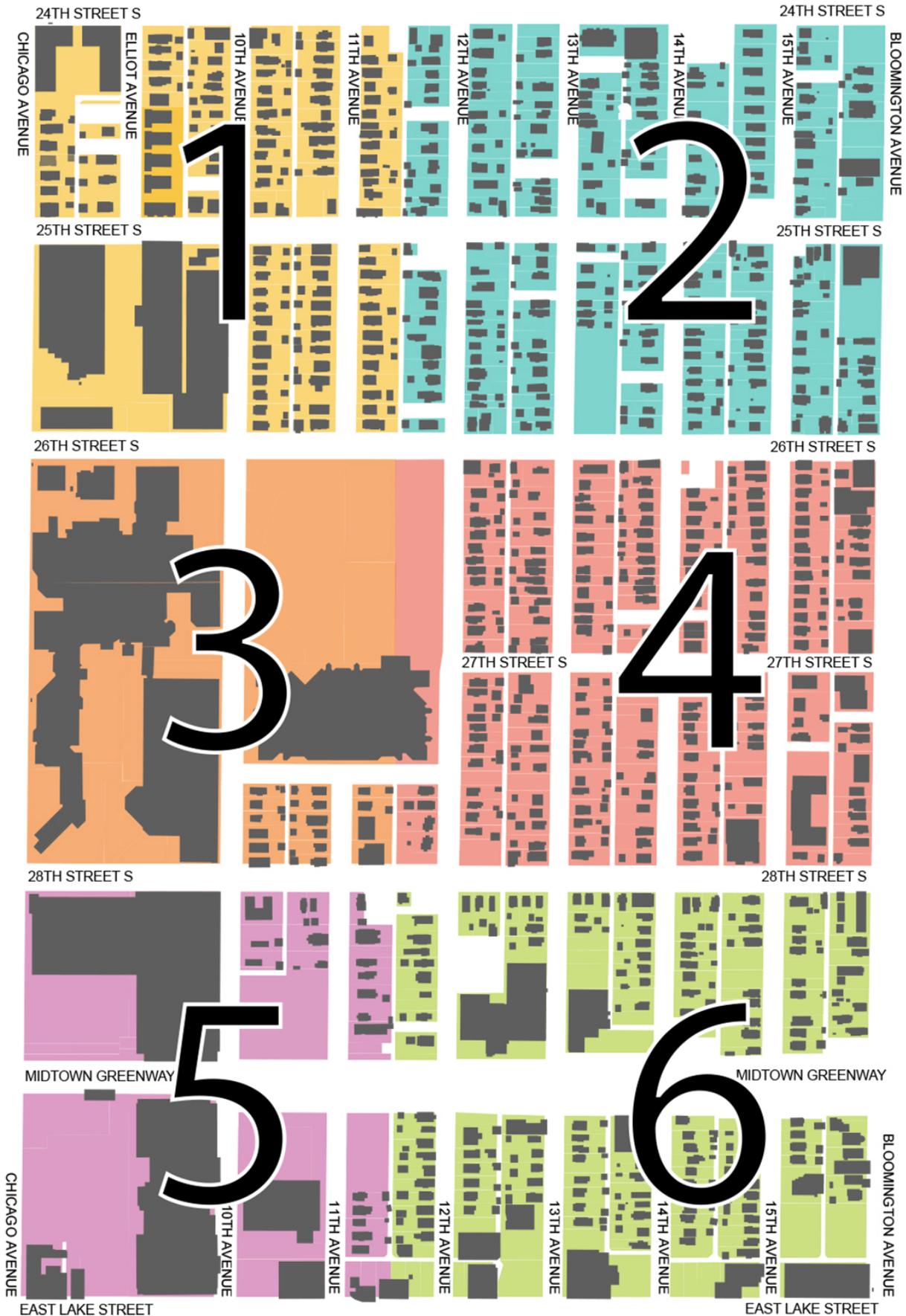
March 2022

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# MIDTOWN PHILLIPS DISTRICT MAP



# NON PROFIT LAW OF DUTY OF CARE, DUTY OF OBEDIENCE AND DUTY OF LOYALTY

## I. INTRODUCTION

The Attorney General's Office has prepared this Guide for Board Members to help directors understand their role and responsibilities as stewards of the nonprofit organizations for which they serve. Under Minnesota law, directors of Minnesota nonprofits are responsible for the management, finances, and other affairs of the corporation. This means that directors must supervise and govern the nonprofit's efforts in carrying out its mission. This does not mean that directors are required to manage the day-to-day activities of a corporation. Rather, directors can appoint officers and employ individuals who carry out the daily tasks of running the nonprofit organization. Directors must be active, informed, and engaged, as they are considered fiduciaries—a term used for individuals who are in a position involving trust. Specifically, directors are subject to the fiduciary duties of care, loyalty, and obedience to the law, among others. Minnesota courts have long held that the law imposes the highest standard of integrity on the bearers of these fiduciary duties.

## II. TO EXERCISE THE PROPER DUTY OF CARE

The duty of care generally requires that directors discharge their duties in good faith, in a manner the director reasonably believes to be in the best interests of the nonprofit corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. This means:

- 1. Active Participation.** A director must actively participate in the management and operations of the organization. This includes preparing for and attending board meetings, reading and evaluating all materials received in advance of meetings, reading meeting minutes, reviewing the performance and compensation of the Executive Director and the organization's other officers and employees, reviewing financial documents, exercising independent judgment, asking questions to obtain information necessary to make informed decisions, and so on. Serving on a board is a significant commitment. Individuals who do not have the time to participate as required should not agree to be on a board of a nonprofit organization.
- 2. Committees.** Directors may establish committees having the authority of the board and may rely on information, opinions, or reports of these committees for certain matters. These committees are subject to the direction and control of the board, however, and committee action alone does not mean a director has properly discharged the director's fiduciary duties. As a result, directors are still responsible for overseeing these committees and should periodically scrutinize their work.
- 3. Board Actions.** The board takes action by the affirmative vote of a majority of directors present with voting rights at a meeting. A director who is present at a meeting when an action is approved by the entire board is presumed to have agreed to the action unless: (1) the director objects to the meeting because it was

# NON PROFIT LAW OF DUTY OF CARE, DUTY OF OBEDIENCE AND DUTY OF LOYALTY

not lawfully called or convened and does not participate in the meeting; (2) the director votes against the action; or (3) the director is prohibited from voting on the action because of a conflict of interest. Proxy voting, or voting through an agent, by directors is not permitted.

4. **Minutes of Meetings.** Written minutes should be taken at every board meeting. These minutes should accurately reflect board discussions, as well as any board actions taken at meetings.
5. **Books and Records.** A director should have general knowledge of the books and records of the organization. The organization's articles, bylaws, accounting records, voting agreements, minutes, and financial statements must be made available to directors and members of the nonprofit who wish to inspect them for a proper purpose. A board should consider adopting written document retention policies to ensure documents are properly maintained and stored.
6. **Accurate Record Keeping.** A director should not only be familiar with the content of the organization's books and records, but should also assure that they are accurate. This may require the director to take steps to have regular audits conducted by an independent certified public accountant. At the very least, the director should be aware of what the financial records disclose and take appropriate action to make sure there are proper internal controls, or processes to assure reliable financial reporting and proper administration over charitable assets.
7. **Charitable Assets.** A director has the duty to protect, preserve, invest, and manage the nonprofit corporation's charitable assets and property in a fashion consistent with the purposes for which they were given and legal requirements. Instituting proper internal controls aids in the protection of the nonprofit corporation's charitable assets.
8. **Resources.** A director must assist the organization in obtaining adequate resources to enable it to further its charitable mission.
9. **Investigations.** A director has a duty to investigate warnings or reports of officer or employee theft, mismanagement, or misuse of the nonprofit's charitable assets. In some situations, a director may have to report misconduct to the appropriate authorities, such as the police or the Attorney General. When appropriate, a director should consult an attorney or other professional for assistance.

# NON PROFIT LAW OF DUTY OF CARE, DUTY OF OBEDIENCE AND DUTY OF LOYALTY

## III. TO EXERCISE THE DUTY OF LOYALTY:

Directors have an absolute duty of complete, undivided loyalty to the organization. This means that directors should avoid using their position or the nonprofit's assets in a way which would result in monetary gain for them or a member of their family. A director should put the best interests of the organization first and avoid engaging in transactions with the organization from which the director will benefit. This means:

1. **Conflicts of Interest.** Under Minnesota law, a conflict of interest arises when a nonprofit enters into a contract or transaction with a director, a director's family member, or another organization in which the director has a material financial interest. In limited circumstances, these types of transactions may be acceptable. If the transaction is challenged, it may be permissible if the interested director has carried the burden of establishing that the transaction was fair and reasonable to the nonprofit, that there was full disclosure of the conflict to other directors or members, and that the contract or transaction was approved by non-interested members or other directors in good faith.
2. **Written Policy.** Boards should establish a written policy on avoiding conflicts of interest. This policy should include written procedures for determining potential conflicts of interest and identify a course of action for when such conflicts arise.
3. **Loans.** It is rarely proper for a nonprofit corporation to provide a loan or guarantee to a director or the director's family members. Such transactions raise ethical questions and typically subject the nonprofit corporation and the board to public and government scrutiny. In limited circumstances, a nonprofit may provide a loan or guarantee to a director or the director's family members if, in the judgment of the entire board, the transaction will benefit the nonprofit, as opposed to the loan or guarantee recipient. These decisions should be meticulously documented and tracked through means such as board meeting minutes, correspondence, ledgers, etc. to establish their propriety.
4. **Corporate Opportunity.** Directors are under a fiduciary obligation not to divert a nonprofit's business opportunity for their personal gain. This means that a director may not engage in or benefit from a business opportunity that is available to and suitable for the nonprofit unless the organization decides not to engage in the business opportunity and the board follows the conflicts of interest procedures set forth in the Minnesota Nonprofit Corporation Act.
5. **Internal Revenue Code.** There are additional prohibitions related to the duty of loyalty that are specified in the rules of the Internal Revenue Code regarding self-dealing. For more information, visit [www.irs.gov/charities-non-profits](http://www.irs.gov/charities-non-profits).

# NON PROFIT LAW OF DUTY OF CARE, DUTY OF OBEDIENCE AND DUTY OF LOYALTY

## IV. TO EXERCISE THE DUTY OF OBEDIENCE:

Directors have a duty to follow the nonprofit's governing documents, to carry out the organization's mission, and to ensure that funds are used for lawful purposes. Additionally, directors must comply with state and federal laws that relate to the organization and the way in which it conducts its business. This means:

- 1. State and Federal Statutes.** Directors should be familiar with state and federal laws relating to nonprofit organizations, charitable solicitations, sales and use taxes, FICA and income tax withholding, and unemployment and workers' compensation obligations. They should also be familiar with the requirements of the Internal Revenue Service. Directors should see to it that their organization's status with state and federal agencies is protected.
- 2. Filing Requirements.** Directors must comply with deadlines for tax and financial reporting with the Internal Revenue Service, for registering with the Attorney General's Office, for making social security payments, for income tax withholding, and so on. If an organization is incorporated under the Minnesota Nonprofit Corporation Act, directors also have a duty to maintain the organization's corporate status by submitting timely filings to the Secretary of State's Office.
- 3. Governing Documents.** Directors should be familiar with their organization's governing documents (including articles of incorporation, constitution, bylaws, codes of conduct, codes of ethics, and any other documents governing the organization) and should follow the provisions of those documents. Directors should ensure that proper notice is given for board meetings, that regular board meetings are held, that directors are properly appointed or elected, and that the organization's mission is being accomplished.
- 4. Board Training.** Directors should consider what training and education the board may need on a regular basis to ensure proper oversight of the corporation, and develop an orientation for new board members.
- 5. Outside Help.** When appropriate, directors should obtain opinions of legal counsel or accountants.

# NON PROFIT LAW OF DUTY OF CARE, DUTY OF OBEDIENCE AND DUTY OF LOYALTY

## V. ENFORCEMENT OF THESE DUTIES:

If a director breaches his or her fiduciary duties, or fails to act in accordance with the standards described above, at least 50 members with voting rights or ten percent of members with voting rights, whichever is less, or the Attorney General's Office, may bring an action for equitable relief, including awarding attorney fees and disbursements to members.

## VI. RESOURCES FOR NONPROFITS:

### 1. Attorney General's website

*[www.ag.state.mn.us](http://www.ag.state.mn.us)*

The Attorney General's website has a number of useful publications, reports, links to information, and all registration forms and instructions issued by the Charities Division available online for viewing or downloading.

### 2. Internal Revenue Service

*[www.irs.gov](http://www.irs.gov)*

The website of the Internal Revenue Service has useful information about required filings by nonprofit organizations and compliance to maintain tax-exempt status.

### 3. Guidestar

*[www.guidestar.org](http://www.guidestar.org)*

Guidestar is a website which has free information on the programs and finances of more than 1.8 million charities and nonprofits.

### 4. Propel Nonprofits

*[www.propelnonprofits.org](http://www.propelnonprofits.org)*

Propel Nonprofits states that its mission is to fuel the impact and effectiveness of nonprofits with guidance, expertise, and capital, including by providing nonprofit accounting assistance and financial management, board development, loans, and strategic consulting.

# ROLE OF THE BOARD OF DIRECTORS

Running a successful nonprofit takes an active board of directors and a dedicated staff led by a capable executive director. However, your nonprofit's effectiveness can be hampered when the board and executive director step on each others toes.

So what is the role of each in leading a nonprofit?

## Role of the Board of Directors

In general terms, the board of directors provides oversight and guidance to the executive director and the nonprofit's other staff members. The board ensures that the organization stays aligned with its mission and values in addition to complying with all federal and state laws.

Specifically, the board of directors has oversight over the following areas:

### (1) Legal Oversight.

- The board ensures that it is operating in accordance with its mission and the purpose for which it was granted tax-exempt status.
- As safeguards of the public trust, board members are responsible for protecting the organization's assets.
- The board ensures legal and ethical integrity and maintains accountability.

### (2) Management Oversight.

- The board is responsible for ensuring that the nonprofit corporation is being run well.
- The board selects the executive director and decides his/her role.
- The board supports the executive director and assesses his/her performance.
- The board has the power to hire and remove the executive director.

### (3) Financial Oversight.

- The board provides proper financial oversight, including setting and approving an annual budget.
- The board ensures there are financial resources. Many board members are involved in making sure the nonprofit has the money it needs. This may include making personal donations, organizing fundraising events, or other fundraising activities.

### (4) Program Oversight.

The board ensures that programs are in place to further the mission and goals of the organization.

## Role of the Executive Director

While the board's role is to oversee, many times the board will hire a key staff person to execute those policies, programs, and initiatives. This person is often called the executive director. The executive director is more involved than the board in the day-to-day operations of the organization.

### (1) Staff Management.

The executive director hires, supervises, and motivates the staff of the nonprofit.

### (2) Development and Management of Policies and Programs.

The executive director works with the staff to develop policies to guide the organization and programs to fulfill its charitable purpose.

# ROLE OF THE BOARD OF DIRECTORS

(3) Staff Liaison to the Board of Directors.

The executive director must also keep the board informed of what the organization is doing. The executive director attends board meetings and maintains open lines of communication with the board of directors.

## Shared Responsibilities

A nonprofit's board of directors and executive director should also work together on broader projects that are important to the well-being of the organization:

(1) Strategic Plan.

The board and executive director work together to create a strategic plan to guide the organization.

(2) Fundraising Plan.

The board and executive director develop a fundraising plan to ensure that the organization has the resources needed to fulfill the strategic plan.

(3) Evaluation of the Organization.

The board and executive director implement periodic evaluations of the organization to ensure that the nonprofit remains true to its mission and is effective.

<http://cullinanelaw.com/nonprofit-board-vs-executive-director/>

## What about advisory boards or committees?

Depending on the articles of incorporation and bylaws, the board of directors may be able to create any number of advisory boards or committees.

Generally, a committee or advisory board does not have legal responsibilities. Instead, the committee or advisory board works to give advice and support to the organization in some particular way.

Even though the word "board" is included in an "advisory board" or "fundraising board" or "medical board," these likely are committees of the governing board. These groups are not the top, ultimate governing board, and they do not have the same legal duties as the board of directors.

Some typical types of advisory boards include

- Fundraising and special event planning
- Program support, policy creation, expert guidance
- Specific skill set: medical board, academic advisory board, marketing board.

Because the names and jobs on the "board of directors" and an advisory board can seem similar, sometimes there is confusion. It is often helpful to set out the duties and purpose of any committee or advisory board. Members of the committee should receive information on their expectations and responsibilities in their role.

# 501C3 APPROVAL LETTER

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

DEPARTMENT OF THE TREASURY

Date: **AUG 19 2004**

MIDTOWN PHILLIPS NEIGHBORHOOD  
ASSOCIATION INC  
C/O SCOTT HUSARY KRASS MONROE P.A.  
8000 NORMAN CENTER DR STE 1000  
MINNEAPOLIS, MN 55437

Employer Identification Number:  
02-0599042  
EIN:  
504146025  
Contact Person:  
DAVID A DOEKOR ID# 31168  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 3, 2002  
Contribution Deductibility:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

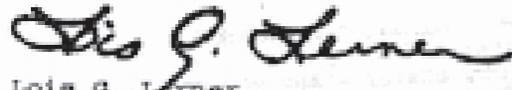
We have sent a copy of this letter to your representative as indicated in your power of attorney.

Letter 947 (DO/CG)

# 501C3 APPROVAL LETTER

MIDTOWN PHILLIPS NEIGHBORHOOD

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

# BYLAWS

This instrument constitutes the bylaws of **Midtown Phillips Neighborhood Association, Inc.**, adopted for the purpose of regulating and managing the internal affairs of the corporation.

## ARTICLE I

### CORPORATE SEAL

Section 1. This corporation shall not have a seal

## ARTICLE II

### MEMBERS

Section 2.1 The membership of the corporation shall consist of one class of members. All persons 18 years of age or older who live in or own property in the geographic area of a south Minneapolis, Minnesota, which is defined by the City Planning and Economic Development (CPED) or its successors as “Midtown Phillips,” qualify for membership.

Section 2.2. Members of the Midtown Phillips Neighborhood Association, Inc. are entitled to vote and have equal rights and preferences in matters not otherwise provided for by the Board. There shall be one class of members defined as follows:

- A. Resident Voting Members. Homeowners and tenants, 18 years of age or older, who live within the Midtown Phillips geographic area.
- B. Non-Resident Voting Members. Any of the following individuals who do not live within the Midtown Phillips geographic area:

owners of residential non-homestead real estate located within the Midtown Phillips geographic area; owners of commercial real estate located within the Midtown Phillips geographic area; representatives of not-for-profit business organizations located within the Midtown Phillips geographic area and owners of for-profit business organizations located within the Midtown Phillips geographic area.

Section 2.3. Membership shall terminate at such point as (i) a Resident Voting Member moves or relocates to a location outside of the Midtown Phillips geographic area or (ii) a Non-Resident Voting Member is no longer (a) the owner of real property within the Midtown Phillips geographic area or (b) the owner or representative of a for-profit or not-for-profit business organization located within Midtown Phillips geographic area. No Member may be expelled or suspended.

### Section 2.4. Member Meetings

Section 2.4.1. Annual Member Meetings. The Annual Meeting of Members shall be held in February of each year at such day and time as the Board of Directors shall determine. The purpose of this meeting shall be (i) to elect a Board Chair for the following year, (ii) present the Annual Financial Report for the previous year, (iii) present the proposed Annual Budget for the following year and (iv) any other Member business.

Section 2.4.2. Regular Member Meetings. Regular meetings of the Members shall be held at least 9 times a year (including the Annual Meeting in February). The Board of Directors, with the recommendation of the Membership, shall set the time, date and place of the Regular Member Meetings, and shall adopt an annual schedule to be presented at the Annual Meeting in February each year.

Section 2.4.3. Special Member Meetings. Special meetings of the Members may be held from time to time at such day and time as the Board of Directors shall determine.

Section 2.4.4. Notice. Unless otherwise required by law or by the Articles or Bylaws of this corporation, notice of all Member meetings must be given at least six to ten days before the meeting. The notice must contain the date, time, place and purpose of the meeting. Notice of all Member meetings shall be given in any manner that is reasonably expected to reach the largest amount of Members including, but not limited to (i) publication in all relevant and appropriate print and electronic media, (ii) mailings to residents and businesses located in the Midtown Phillips geographic area and (iii) flyers

Section 2.4.5. If a regular meeting of the Members has not been held during the preceding six (6) months, at least twenty (20) Members with voting rights may demand a regular meeting of the Members by written notice of demand given to the President or the Treasurer of the Corporation. Within thirty (30) days after receipt of the demand, the Board shall cause a regular meeting of Members to be called and held on notice no later than forty-five (45) days after receipt of the demand at the expense of the corporation.

Section 2.5. Quorum. Unless otherwise provided by law or by these Bylaws, a quorum for a meeting of Members is a minimum number of three. In addition, no vote shall be deemed valid unless at least sixty percent (60%) of those eligible to vote at any meeting are Resident Voting Members.

Section 2.6. Majority Vote. Except where a larger portion or number is required by law or by these Bylaws, the Members may take action by the affirmative vote of a majority of the Members present at a duly held meeting.

Section 2.7. One Vote Per Member. Each Resident Voting Member shall be entitled to one vote on any matter properly presented to the Members. Non-Resident Voting Members shall have one vote representing all of the properties or businesses under common ownership or control located in the Midtown Phillips area. Non-Resident Members shall designate one person as a voting representative. No Member shall have more than one vote. Voting by proxy shall not be permitted.

Section 2.8. Open Meetings. All meetings of the Corporation are open to the public. No one shall be asked to leave a meeting except for provisions of the State Data Privacy Law.

Section 2.9. Conflict of Interest. The Secretary will record all votes abstaining because of Conflict of Interest, the name, address of the person so abstaining and the reason for the conflict of interest. Persons with a Conflict of Interest shall not participate in the discussion or vote on the question at hand. They may, however, make presentations and answer questions asked of them by the Members of the Board of Directors.

## ARTICLE III

### BOARD OF DIRECTORS

Section 3.1. Board of Directors. The business and charitable affairs of the corporation shall be managed by or under the direction of a Board of Directors elected by the Members. The Board of Directors shall consist of Members and shall include (i) one (1) chair (the "chair"), (ii) four (4) at large positions (the "At Large Directors"); and (iii) six (6) Directors elected to represent each of the six (6) districts within the Midtown Phillips boundaries (the "District Representatives"). In addition the chairs of the corporation's Task Forces, Committees and Working Groups, shall become members of the Board of Directors, up to a total of two (2) positions. The number of positions on the Board of Directors shall be no less than five (5) and not more than thirteen (13).

Section 3.2. Chair. The Chair shall be elected by the Members at the Annual Meeting by a majority vote of the Members in attendance at that meeting. The Chair shall preside over all Member and Director Meetings. The chair shall also act as the President of the corporation. The Chair shall serve for a term of one year. The Chair candidate receiving the most votes cast at the Annual Meeting shall be elected.

Section 3.3. At Large Directors. There shall be four (4) At-Large Directors. Each At-Large Director shall serve for a two-year term. However, at the first election following the adoption of these bylaws, two of the At-Large Directors shall be elected to and serve for a term of only one year. Thereafter, all terms for At-Large Directors shall be for two years.

Section 3.4. District Representatives. Six (6) Board Members shall reside in and be selected from the following districts:

- (1) Chicago Avenue on the West; 24th Street on the North; 11th Avenue (both sides) on the East; and 26th Street on the South;
- (2) 12th Avenue (both sides) on the West; 24th Street on the North; Bloomington Avenue on the East; and 26th Street on the South;
- (3) Chicago Avenue on the West; 26th Street on the North; 11th Avenue (both sides) on the East; and 28th Street on the South;
- (4) 12th Avenue (both sides) on the West; 26th Street on the North; Bloomington Avenue on the East; and 28th Street on the South;
- (5) Chicago Avenue on the West; 28th Street on the North; 11th Avenue (both sides) on the East; and Lake Street on the South;
- (6) 12th Avenue (both sides) on the West; 28th Street on the North; Bloomington Avenue on the East; and Lake Street on the South.

Each District Representative shall serve for a two-year term. However, at the first election following the adoption of these bylaws, each of the Representatives of odd-numbered districts shall serve for a term of only one year. Thereafter, all terms for District Representatives shall be for two years.

Each District Representative shall be elected by the Resident Voting Members present at the Annual Meeting that live within that District. The District Representative candidate receiving the most votes within each District shall be elected to the Board of Directors.

Section 3.5. Task Force, Committee and Working Group Directors. The Task Force, Committee and Working Group directors shall be the elected chairs of the various Task Forces, Committees and Working Groups established by the Corporation through its regular Member meetings. In the event that the corporation establishes more than two (2) Task Forces, Committees and Working Groups (in the aggregate), such Directors shall be the two (2) chairs of the Task Force, Committee and Working Groups which have existed as part of the corporation for the longest duration. Task Force, Committee and Working Group Directors may be added at any time during the year. However, their terms are up at the end of each year with the opportunity to be reelected for addition term(s). However, no Task Force, Committee or Working Group Director may serve more than three contiguous terms.

Section 3.6. Quorum. At all meetings of the Board of Directors a majority of the directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 3.7. Majority Vote. Except where otherwise required by law, the Articles or these Bylaws, the affirmative vote of a majority of the directors present a duly held meeting shall be sufficient for any action.

Section 3.8. Written Action. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by the number of directors required to take the same action at a meeting of the Board of Directors at which all directors were present. The written action is effective when signed by the required number of directors, unless a different effective date is provided in the written action. When written action is taken by less than all of the directors, all directors shall be notified immediately of its text and effective date, except that failure to provide such notice does not invalidate the written action.

Section 3.9. Directors Meetings. The Board of Directors shall have regularly scheduled meetings, at least quarterly, at such places and times as it shall establish by resolution. The annual meeting of the Board of Directors shall be held at such time and place as may be designated by resolution of the Board of Directors. Members may attend all Directors Meetings, however, only Directors shall be allowed to vote at such meetings.

Section 3.10. Resignation and Replacement of Directors.

Section 3.10.1. Resignation of Directors. A director may resign at any time by giving written notice of his or her resignation to the corporation. The resignation is effective when received by the corporation, unless a later date has been specified in the notice.

Section 3.10.2. Replacement of Chair. If the Chair resigns his or her position as director, they shall be replaced by a majority vote of the Members in a special Meeting of the Members.

Section 3.10.3. Replacement of At Large Directors. If an At Large director resigns from the Board of Directors, he or she shall be replaced by a majority vote of the Members in a regularly scheduled meeting of the Members, or if needed, in a Special Meeting of the Members.

Section 3.10.4. Replacement of District Representatives. If a District Representative resigns from the Board of Directors, he or she shall be replaced by a majority vote of the Resident Voting Members of that District in a regularly scheduled meeting of the Members, or if needed, in a Special Meeting of the Members.

Section 3.10.5. Replacement of Task Force, Committee or Working Group Director. A Task Force, Committee or Working Group Director who has resigned from the Board of Directors shall be replaced by the Task Force, Committee or Working Group (i) from which this director was originally elected if such group is still in existence; (ii) with the concurrence of the Members at a regularly scheduled Member Meeting; and (iii) who did not serve as an At-Large Director during the previous twelve (12) months.

Section 3.11. Removal of a Director. A director may be removed from office, with or without cause, by the affirmative vote of a majority of the directors present at a duly held meeting; provided that not less than five (5) days' and not more than thirty (30) days' notice of such meeting stating that removal of such director is to be on the agenda for such meeting shall be given to each director.

Section 3.12. Special Meeting of the Board of Directors. Special meetings of the Board of Directors may be called at any time upon request of the Chair or any two (2) directors, provided that any such request shall specify the purpose or purposes for the meeting. The Chair shall set the date for the special meeting within three (3) working days of making or receiving such a request and shall give not less than five (5) nor more than thirty (30) days' written notice of the time, place and purpose of such special meeting.

Section 3.13. Waiver of Notice. Any director may execute a written waiver of notice of any meeting required to be given by statute or by any provision of these Bylaws either before, at or after that meeting, and such waiver when signed and filed as hereinafter provided shall be equivalent to notice. Such waiver shall be filed with the Secretary, who shall enter it upon the minutes or other records of that meeting. Appearance at a meeting by a director shall be deemed a waiver of notice thereof, unless the appearance is solely for the purpose of asserting the illegality of the meeting.

Section 3.14. Meeting Place. The Board of Directors may hold their meetings at such places as a majority of the directors then in office may from time to time appoint. Upon failure to appoint any other place, such meetings shall be held at the registered office of the corporation.

Section 3.15. Notice. Whenever, under the provisions of these Bylaws, notice is required to be given to any director, it shall be construed to require personal notice, but such notice may be given in writing by mail by depositing it in a post office or letter box within the State of Minnesota, in a post-paid, sealed wrapper addressed to such director or committee Member at his or her last known address; or by prepaid telegram, telegraphic letter or e-mail addressed to such director similarly addressed, and such notice shall be deemed to have been given at the time when thus mailed, deposited in the telegraph office or sent via e-mail.

Section 3.16. No Compensation. Directors shall not be compensated for their duties as directors, except that directors may be reimbursed for expenses incurred on behalf of the corporation.

## ARTICLE IV

### OFFICERS

Section 4.1. The officers of the corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may, from time to time, appoint.

Section 4.2. The duties of the officers of this corporation shall be:

- (a) President – The President shall be the chief executive officer of the corporation and shall be responsible for the day-to-day operations of the corporation. In addition, he or she shall perform such other duties as may be determined from time to time by the Board of Directors. The President is also the Chair.
- (b) Secretary – The Secretary shall attend all meetings of the Board of Directors and any committee thereof, and keep the minutes of such meetings, give notices, prepare any necessary certified copies of corporate records, and perform such other duties as may be determined from time to time by the Board of Directors.
- (c) Treasurer – The Treasurer shall have charge of the corporate treasury, receiving and keeping the monies of the corporation, and disbursing corporate funds as authorized. The Treasurer shall perform such other duties as may be determined from time to time by the Board of Directors. Three signatures shall be required on all fiscal sign-offs, including payment of bills and signing of contracts: the Corporation's President, the Corporation's Treasurer and one of the other Board of Directors members. Two signatures, the Corporation's President and the Treasurer's, shall be required on receipts of all funds, donations and contract monies acquired by the Corporation.

Section 4.3. Officers shall not be compensated for their duties as officers, except that officers may be reimbursed for expenses incurred on behalf of the corporation.

Section 4.4. The President (as Chair) shall be a member of the Board of Directors. All other officers may be but need not be members of the Board of Directors.

Section 4.5 An officer may resign at any time by giving written notice to the corporation. The resignation is effective without acceptance when the notice is given to the corporation, unless a later effective date is named in the notice.

Section 4.6. Any officer may be removed, with or without cause, by the affirmative vote of a majority of the directors present at a duly held meeting of the Board of Directors for which notice stating such purpose has been given.

Section 4.7. The Members of the Midtown Phillips Neighborhood Association, Inc., shall fill a vacancy in any office, other than President, because of death, resignation or removal with election at a regularly scheduled Membership meeting. Upon a vacancy of the office of President due to death, resignation or removal shall be filled in the manner described in Section 3.9.2.

## ARTICLE V

### COMMITTEES, WORKING GROUPS AND TASK FORCES

Section 5.1. Committees, Working Groups and Task Forces. The Board of Directors may establish through the Midtown Phillips Neighborhood Association Inc.'s regularly scheduled Members meetings establish one or more Task Forces, Committees, or Working Groups to advise the Board as to various aspects of business of the corporation. As part of the creation of any Task Force, Committee or Working Group, the Members at a regularly scheduled Members meeting, shall direct the scope of the work and length of term, of the Task Force, Committee or Working Group.

Section 5.2. Membership. Membership on any Task Force, Committee or Working Group is purely voluntary in nature. Members shall serve on a desired Committee, Working Group or Task Force only upon approval of the Board of Directors. The Board of Directors shall determine the membership tenure for each Task Force, Committee or Working Group after receiving the recommendation from the Members meeting.

Section 5.3. Meetings/Attendance. Each Committee, Working Group and Task Force shall meet as often as deemed necessary by the members of the Committee, Working Group or Task Force to complete the work directed by the Board. Every member of a Committee, Working Group or Task Force is required to attend every scheduled meeting of that Committee, Working Group or Task Force. Unexplained absences from more than three (3) consecutive scheduled meetings will result in the automatic termination of Member's membership on the Committee, Working Group or Task Force. All meetings shall be open to all Members.

Section 5.4. Voting. All voting Members of the Corporation are allowed to vote at any meeting of a particular Task Force, Committee or Working Group.

Section 5.5. Chairs. Each Task Force, Committee, or Working Group shall elect a chair to (i) facilitate the meetings, (ii) coordinate the agenda, scheduling and notifications and (iii) sign documents on behalf of the Task Force, Committee, or Working Group except for fiscal payments of bills, signing of contracts and receipt of monies. All fiscal payments of bills, signing of contracts, and receipt of monies shall be delegated solely to the Corporation (see Section 4.2.c) The chair of a Task Force, Committee or Working Group shall serve for a term of one (1) year. No chair shall serve more than three contiguous terms.

## ARTICLE VI

### STANDARD OF CARE AND DEALING WITH OTHER CORPORATIONS AND ORGANIZATIONS

Section 6.1. It is the responsibility of each officer and director of this corporation to discharge his or her duties as a director in good faith, in a manner the person reasonably believes to be in the best interests of this corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 6.2. It shall be deemed a conflict of interest if any Resident Voting Member, Non-Resident Voting Member or any employee or Family Member (as hereinafter defined) of any such Resident Voting Member, Non-Resident Voting Member seeks to receive program funds, whether by means of a contract, grant, loan or similar agreement with the City of Minneapolis or the corporation. For purposes of this section the term Family Member is defined to include the spouse, parents, children and spouses of children, brothers and sisters and spouses of brothers and sisters of the Member. If a conflict of interest is found to exist, the Resident Voting Member or Non-Resident Voting Member shall be prohibited from receiving program funds unless each of the following conditions are established:

- A. The applicant for program funds fully discloses the existence of an actual or potential conflict of interest;
- B. The applicant for program funds meets all applicable eligibility requirements established by the City of Minneapolis, the Neighborhood Revitalization Program and the corporation;
- C. The application is reviewed and acted upon in accordance with the guidelines and/or criteria of the program (i) under which the application is made and (ii) to which all other applicants are held;
- D. The applicant does not participate, in any manner, in the review of his or her own application; and
- E. The person or organization responsible for disbursement of program funds certifies that the applicant meets the disclosure requirements of this Section 6.2 and is otherwise eligible to receive program funds.

## ARTICLE VII

### FINANCE

Section 7.1. Any dues, contributions, grants, bequests or gifts made to the corporation shall be accepted or collected only as authorized by the Board of Directors.

Section 7.2. All funds of the corporation shall be deposited to the credit of the corporation under such conditions and in such banks as shall be designated by the Board of Directors.

Section 7.3. All contracts, checks and orders for payment, receipt or deposit of money, and access to securities of the corporation shall be as provided by the Board of Directors.

Section 7.4. The annual budget of estimated income, income expense and capital expense shall be approved by the Board of Directors.

Section 7.5. Title to all property shall be held in the name of the corporation.

Section 7.6. A summary report of the financial operation of the corporation shall be made by the Treasurer to the Board of Directors and the Membership of the Corporation at regularly scheduled meetings.

Section 7.7. The Board of Directors shall contract with a Certified Public Accountant to serve as "fiscal manager" of the corporation.

## ARTICLE VIII

### INDEMNIFICATION

To the full extent permitted by the Minnesota Nonprofit Corporation Act, as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, wherever and by whomsoever brought (including any such proceeding, by or in the right of the corporation), whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Member, director or officer of the corporation, a member or chair of any Task Force, Committee or Working Group, or he or she is or was serving at the specific request of the Board of Directors of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the corporation by the affirmative vote of a majority of the directors present at a duly held meeting of the Board of Directors for which notice stating such purpose has been given against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided, however, that the indemnification with respect to a person who is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust or other enterprise. The indemnification provided by this Article shall inure to the benefit of the heirs, executors and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this provision of the Bylaws.

## ARTICLE IV

### AMENDMENT OF BYLAWS

The Board of Directors may from time to time adopt, amend or repeal all or any of the Bylaws of this corporation; except that after the adoption of the initial Bylaws, the Board of Directors shall not adopt, amend or repeal a Bylaw fixing a quorum for meetings of Members, prescribing procedures for removing directors or filling vacancies in the Board of Directors, or fixing the number of directors or their classifications, qualifications, or terms of office, but the Board of Directors may recommend to the Membership of the corporation to adopt or amend a Bylaw to increase the number of directors.

Revised by the MPNAI Membership on February 25, 2014

# LANGUAGE ACCESS PLAN

The purpose of the Language Access Plan is to help Midtown Phillips Neighborhood Association, Inc. (MPNAI) provide better opportunities for non or limited English speaking residents, business owners, and property owners within the Loring Park neighborhood.

MPNAI recognizes that needs and circumstances requiring interpretation and/or translation are situational, and commits to providing interpretation and/or translation for events and meetings in consideration of the following four factors:

- 1) the number or proportion of limited or non English speaking persons served in the eligible service population;
- 2) the frequency with which limited and non English speaking persons come in contact with MPNAI programs and events;
- 3) the nature and importance of the services, programs or activities that are provided; and
- 4) resources available to MPNAI for the costs involved.

## **Definitions:**

For purposes of this Language Access Plan, the Plan is to enhance participation of MPNAI members who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. These members may be eligible to receive language assistance with respect to a particular program, event, or activity organized by MPNA.

Interpretation refers to spoken language in real time. Translation refers to written content.

## **Key Interactions with the Public:**

MPNAI interacts with the public in many ways: through meetings of members, committee meetings, board meetings, hearings, community events and through its publications or social media.

MPNAI recognizes that some of its activities, such as hosting community hearings on local development or local planning initiatives, may have immediate or significant impact on community members. In such situations, MPNAI will seek to provide translation or interpretation, or will advocate with partners or other agencies to provide translation or interpretation.

MPNA may also organize specific meetings for the purpose of engaging non English or limited English speaking members of the community (e.g., building meetings targeted to Business corridors or residents living on blocks or high-rise buildings with multi language speakers).

# LANGUAGE ACCESS PLAN

## **Language Access Plan Procedures:**

### 1. Translation

MPNAI will prepare and distribute notice of member meetings (such as annual meetings or special meetings of members) in Spanish and Somali, and will publish translated notice in a manner to reach target populations in the most effective manner (e.g., Midtown Phillips Outreach Partners have MOUs to support MPNAI).

Members of the board, committees or work groups may request translation of notices.

### 2. Interpretation

MPNAI will provide interpreters for Spanish and Somali for regular or special meetings of the members, upon request.

### 3. Communication

MPNAI will include interpretation requests at Community Meetings. MPNAI contracts annually with Outreach Partners to support communication with a number of language speakers which varies year to year.

### 4. Review of City Policy & Projects

When working with other agencies to hold special community forums (such as a land development review or implementation of the MPRB Master Plan) MPNA will request those agencies arrange for translation of relevant materials such as meeting notices, articles, or summaries of information to Spanish and Somali, and to provide interpreters for meetings, or to provide reimbursement to MPNA to provide for such services.

### Regular Review:

The MPNA Board will review demographic data and the Language Access Plan for the Midtown Phillips neighborhood based on census data.

# WHISTLEBLOWER POLICY

## **I. Purpose**

The Organization, state and federal law require all of Organization's directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All employees and representatives of the Organization must practice honesty and integrity in fulfilling their responsibilities and comply with the laws.

Therefore, the Organization will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or members. To maintain the highest standards of service, the Organization will also investigate complaints concerning its programs and services.

This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

## **II. Reporting Responsibility**

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the Organization can address and correct inappropriate conduct and actions appropriately.

It is the responsibility of all board members, officers, employees, members, and volunteers to report concerns about violations of the Organization's Conflicts of Interest Policy, code of conduct or suspected violations of law or regulations that govern the Organization's financial operations.

## **III. No Retaliation**

An employee, director or officer who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

## **IV. Designated Compliance Officer**

The Organization's Treasurer will serve as compliance officer unless the Board designates another individual. The compliance officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved.

The Compliance Officer will advise the Executive Director and/or the Board of Directors of all complaints and their resolution. They will also report at least annually to the Board on compliance activity relating to accounting or alleged financial improprieties.

The Compliance Officer may be a third party designated by the organization to receive, investigate, and respond to complaints or a particular complaint.

# WHISTLEBLOWER POLICY

## **V. Reporting Procedure**

The Organization has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or any board member.

## **VI. Confidentiality**

Violations or suspected violations may be submitted anonymously or confidentially by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## **VII. Accounting and Auditing Matters**

The Organizations Compliance Officer will immediately notify the Board or Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the appropriate body or committee until the matter is resolved.

## **VIII. Acting in Good Faith**

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

## **IX. Handling of Reported Violations**

The Organization's Compliance Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

# CONFLICT OF INTEREST POLICY

## Midtown Phillips Neighborhood Association, Inc.

It is in the best interest of Midtown Phillips Neighborhood Association, Inc. to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help directors, officers, members, employees and volunteers of the Midtown Phillips Neighborhood Association, Inc. identify situations that present potential conflicts of interest and to provide Midtown Phillips Neighborhood Association, Inc. with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in Midtown Phillips Neighborhood Association, Inc. operations.

1. **Conflict of Interest Defined.** In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:
  - a. A director, officer, member, employee or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with Midtown Phillips Neighborhood Association, Inc. for goods or services.
  - b. A director, officer, member, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between Midtown Phillips Neighborhood Association, Inc. and an entity in which the director, officer, member, employee or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
  - c. A director, officer, member, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with Midtown Phillips Neighborhood Association, Inc.

Other situations may create the *appearance of a conflict*, or present a *duality of interests* in connection with a person who has influence over the activities or finances of the nonprofit. All such circumstances should be disclosed to the board or staff, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of the nonprofit are not compromised by the personal interests of stakeholders in the nonprofit.

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of Midtown Phillips Neighborhood Association, Inc.

## 2. Definitions.

- a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- b. An "Interested Person" is any person serving as an officer, member, employee or member of the Board of Directors of Midtown Phillips Neighborhood Association, Inc. or a major donor to Midtown Phillips Neighborhood Association, Inc. or anyone else who is in a position of control over Midtown Phillips Neighborhood Association, Inc. or voting member who has a personal interest that is in conflict with the interests of Midtown Phillips Neighborhood Association, Inc.
- c. A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.
- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to Midtown Phillips Neighborhood Association, Inc. is not a Contract or Transaction.

# CONFLICT OF INTEREST POLICY

## 3. Procedures.

- a. Prior to board, general meeting or task force action on a Contract or Transaction involving a Conflict of Interest, a director, member or task force member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- b. A director, member or task force member who plans not to attend a meeting at which he or she has reason to believe that the board, member or task force will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's, general meeting's or task force's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.
- e. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of Midtown Phillips Neighborhood Association, Inc. has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.
- f. Interested Persons who are not members of the Board of Directors of Midtown Phillips Neighborhood Association, Inc. or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board, general membership or task force action, shall disclose to their supervisor, or the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect Midtown Phillips Neighborhood Association, Inc.'s participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor or the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

**4. Confidentiality.** Each director, officer, member, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of Midtown Phillips Neighborhood Association, Inc. Furthermore, directors, officers, members, employees and volunteers shall not disclose or use information relating to the business of Midtown Phillips Neighborhood Association, Inc. for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

## 5. Review of policy.

- a. Each director, officer, employee and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. Annually each director, officer, employee and volunteer shall complete a disclosure form identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to a Conflict of Interest. Such relationships, positions or circumstances might include service as a director of or consultant to another nonprofit organization, or ownership of a business that might provide goods or services to Midtown Phillips Neighborhood Association, Inc. Any such information regarding the business interests of a director, officer, employee or volunteer, or a Family Member thereof, shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated to all members, staff and volunteers

# CONFLICT OF INTEREST DISCLOSURE

**Basic Conflict of Interest Disclosure Form  
Midtown Phillips Neighborhood Association, Inc.**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position (employee/volunteer/trustee): \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between Midtown Phillips Neighborhood Association, Inc. and your personal interests, financial or otherwise:

\_\_\_\_\_ I have no conflict of interest to report

\_\_\_\_\_ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of Midtown Phillips Neighborhood Association, Inc.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Policy Adopted from a template policy provided by the Minnesota Council of Nonprofit Organizations*

# GRIEVANCE POLICY

A person wishing to file a complaint or grievance with the Midtown Phillips Neighborhood Association, Inc (MPNAI) should first talk directly to the person(s) the grievance is about. Mediation can be provided by the Neighborhood.

If this is unsuccessful, a grievance should be filed in writing and addressed to the Midtown Phillips' Board of Directors. The written document should list the person's specific concern(s) and should be sent, emailed, or delivered to the Midtown Phillips Neighborhood Association, Inc office.

If the complaint or grievance is in regards to a Midtown Phillips Neighborhood Association Inc. staff person, the MPNAI Executive/Personnel Committee will review the complaint/grievance at their next scheduled meeting and take appropriate action. The committee will send a written response to the person(s) filing the complaint/grievance following the review.

If the complaint/grievance is in regards to Midtown Phillips Neighborhood Association, Inc. more broadly, the issue will be brought before the MPNAI's Executive Committee at the next scheduled meeting and if necessary, brought before the MPNAI Board of Directors. The Executive Committee or Board will decide how to handle the complaint/grievance and if needed, set up a committee to fully review the issue. The final decision and actions will be documented in writing and sent to the person(s) filing the complaint or grievance.

# EQUAL EMPLOYMENT OPPORTUNITY /AFFIRMATIVE ACTION POLICY

Midtown Phillips Neighborhood Association, Inc (MPNAI) believes that equal opportunity for staff members is critical to the continuing success of the organization and the neighborhood. In accordance with State and Federal law, MPNAI will not discriminate against a staff person or applicant for employment on the basis of race, disability, color, creed, religion, sex, affection all preference or sexual orientation, age (40-70), national origin, ancestry, citizenship, veteran status, marital status, status with regard to public assistance , or other non-job related factors in hiring, promoting, demoting, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay, or other forms of compensation. Opportunity is provided to all staff members based on qualifications and job requirements.

MPNAI will take affirmative action to ensure that all employment practices are free of such discriminations. In order to provide a fair and open hiring process, MPNAI will advertise all open positions in a manner that ensures reaching a diverse pool of candidates. The Board of Directors will review the outreach process, and will make special recruitment efforts through appropriate community papers and other media.

MPNAI will take affirmative action to afford business enterprises owned and controlled by women and minorities the maximum feasible opportunity to participate in the performance of any work and resulting contracts and/or subcontracts for construction projects in which this organization engages.

MPNAI Board will evaluate the performance of its management personnel on the basis of their involvement in achieving these affirmative action objectives as well as other established criteria.

# ADA POLICY

## (AMERICANS DISABILITY ACT)

### 1. Participation

Midtown Phillips Neighborhood Improvement Association, Inc. (MPNAI) is committed to making all its programs, services, and activities accessible. Meetings and events of the organization will be held in a public location that is wheelchair accessible, and reasonable accommodations will be made available upon request.

For purposes of determining eligibility for a reasonable accommodation, a person with a disability is one who has a physical or mental impairment that materially or substantially limits one or more major life activities.

A wheelchair accessible location will include handicap accessible parking, and an accessible entrance with no step, or an available ramp or elevator. An accessible route to the meeting or event must be at least 3 feet wide.

Any qualified person may request an accommodation, such as a sign language interpreter, by contacting MPNAI at least 5 days before a meeting or event. MPNAI will seek to provide the most effective available accommodations (which will provide the individual with the opportunity to participate equally, or provide equal benefits or privileges as a non-disabled person) with the understanding that the accommodation does not have to be the best or the accommodation preferred by the disabled individual.

The following notification will be placed in all Meeting and event notices of Midtown Phillips Neighborhood Association, Inc.:

'MPNAI invites and encourages participation by every resident to each program, service, and event organized by MPNAI. Should you require an accommodation in order for you to fully participate, or if you require this document in a different format, please let us know by contacting us at [midtownphillips.org](http://midtownphillips.org) at least 5 days before our event. You may contact us through Minnesota Relay Services at 1-800-627-3529 or by dialing 7-1-1.'

A complaint/grievance may be filed following the Midtown Phillips Neighborhood Association, Inc Grievance policy, available by request online at [midtownphillips.org](http://midtownphillips.org)

### 2. Employment Policy

Midtown Phillips Neighborhood Association, Inc is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of MPNAI to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Minnesota Human Rights Act and the Americans with Disabilities Act, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities.

#### Reasonable accommodation

A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity.

Examples of accommodations may include acquiring or modifying equipment or devices; modifying training materials; making facilities readily accessible; modifying work schedules; and reassignment to a vacant position.

# EMPLOYEE HANDBOOK & PERSONNEL POLICY

## 1. INTRODUCTION

Midtown Phillips Neighborhood Association, Inc. (MPNAI) is committed to fair, clearly stated and supportive relationships between MPNAI and its staff. The personnel policies of MPNAI have been established to ensure consistency of personnel decisions. It is the intention of MPNAI to administer the personnel programs in a manner which complies with the letter and spirit of all applicable federal, state and local regulations. This document is designed to provide guidance to staff at MPNAI. All employees are "at will employees" which means that they may be terminated at any time with or without cause.

### **Employee Classification**

All employees are classified as either regular or temporary. Regular employees are employees hired without a specific termination date. Temporary employees are employees whose position at the time of hire is for a short-term period. Terms of employment will depend on MPNAI's needs, and in no case will a regular or temporary position be construed as being a contract for a definite time. Employees also are classified as either exempt or non-exempt according to provisions of the Fair Labor Standards Act.

**Regular Full-time Employees** are those employees who work at least 32 hours per week and are eligible for all fringe benefits.

**Regular Part-time Employees** are those employees working less than 32 hours per week. Part-time employees are eligible for fringe benefits at a prorated amount as specified in this policy.

Temporary Employees are those employees who are paid hourly under a Letter of Agreement for a specified period of time. Temporary employees are not eligible for benefits.

## 2. NON-DISCRIMINATION POLICY

The policy and intent of MPNAI is to provide equal employment opportunity for all persons regardless of race, color, creed, religion, national origin, marital status, political affiliation, affectional orientation or gender identity, sexual orientation, status with regard to public assistance, disability, sex, or age.

## 3. RECRUITMENT PROCEDURES

MPNAI intends to recruit, hire, and place applicants on the basis of the applicant's relative knowledge, skills, and abilities. The decision to employ an applicant will be based solely on the individual's qualification for the particular position along with other requisite job skills. Minimum qualifications shall be specified in the job description.

When a new position is established, the Executive Director or Board of Directors will prepare a job announcement identifying the position's responsibilities and overall relationship to MPNAI for posting or circulation within MPNAI and for public notification.

## 4. COMPENSATION

Persons employed by MPNAI in a part-time or full-time capacity will receive an hourly wage or salary negotiated at the time of recruitment. At the time of hire, new employees will receive a letter of hire, a job description, and a copy of the personnel policies. The magnitude of the work assignments and the scope of responsibility for the position will be fully discussed at time of hire. In setting compensation, MPNAI may consider, among other things, external labor market rates, equitable relationships with other jobs within MPNAI and MPNAI's ability to pay. Each employee is eligible for an annual salary review. The Board of Directors will determine the Executive Director's salary and the Executive Director will determine the salary for all other positions.

## 5. WORK SCHEDULE

MPNAI will establish a weekly work schedule, and whenever possible will accommodate each individual's personal commitments and the needs of MPNAI.

## 6. HOLIDAY SCHEDULE

Official MPNAI holidays are as follows:

- New Year's Day - January 1
- Martin Luther King Holiday – Third Monday in January
- Memorial Day – Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November

When New Year's Day or Independence Day falls on a Sunday, the following day shall be considered the official holiday. When these holidays fall on a Saturday, the preceding Friday shall be considered the official holiday.

### **Floating Holiday**

Each employee of MPNAI also shall have two (2) floating holidays to be used in each calendar year. Floating holidays must be scheduled with the employee's supervisor at least two weeks in advance of the employee's absence.

For regular part-time employees, holiday time will be compensated in proportion to the usual hours worked. Temporary employees are not compensated for holidays.

## 7. PARENTING LEAVE

MPNAI desires to assist new parents in balancing the demands of working and caring for children. MPNAI will provide 2 weeks of paid time off at their current salary and up to ten additional weeks of unpaid leave to any employee for the birth or adoption of a child. This benefit is available to all employees who have worked for MPNAI for at least one year. Leave must be initiated within six weeks of the birth or adoption of the child, except that, in the case where the child must remain in the hospital longer than the mother the leave must be initiated within six weeks of the child leaving the hospital, or unless otherwise approved. The use of the 12 weeks shall be at the discretion of the employee and employees are required to create a plan for their time off and get it approved by the board. Special circumstances shall be reviewed by the board. Insurance benefits will continue to be in force during this leave period. Upon completion of leave, the employee will be allowed to return to the same or a substantially similar position at the same salary as the employee earned prior to the leave.

## 8. VACATION TIME

MPNAI will provide Vacation Time to each full time and part time regular employee according to the following schedule:

- From their start date to the 2nd anniversary of their employment, employees will accrue vacation at a rate of 2 weeks per year.
- Starting on the 2nd anniversary of their employment, employees will accrue vacation at a rate of 3 weeks per year.
- Starting on the 5th anniversary of their employment, employees will accrue vacation at a rate of 4 weeks per year.

Vacation days will accrue per pay period based on years of employment and hours worked, and will be available after three months of employment. Any accumulated vacation days will be paid out at time of termination (see section 11 for limitations on accrual). Vacation days must be approved in writing at least 24 hours in advance of absence. Approval will be granted if the absence does not unduly provide an impediment for completion of an assigned task or prevent other staff from completion of their work assignments.

## 9. PERSONAL TIME OFF (PTO)

MPNAI will provide Personal Time Off (PTO) to each full time and part time regular employee to use for absences such as illness, child care, personal appointments, or personal time. Full time employees accrue six PTO days per year and part time employees will be prorated based on the number of hours worked. PTO days will accumulate per pay period starting the first day of employment and can be used right after accumulation. Accumulated personal days will not be paid out at the time of termination.

Supervisor must be notified by 9 am via email or phone if the employee will not be available for work on a scheduled day due to illness or an emergency. All other personal days must be approved in writing ahead of time.

## 10. COMP TIME

MPNAI part time and full time regular employees are expected to manage their work within their allotted weekly hours but may need to work more than their allotted hours from time to time in order to complete a project or prepare for an event. Employees must gain approval from their supervisor in order to work more than their regularly scheduled hours in a pay period. If approved, employees will earn Comp Time when they work more than their scheduled amount of time in a pay period. Comp time will be awarded up to a maximum of 40 hours for full time employees. Comp Time cannot be used before it is accrued and will not be paid out at the time of termination.

## 11. MAXIMUM ACCRUED TIME OFF

Full time MPNAI employees can accumulate a maximum of 200 hours of combined Vacation Time, PTO, and Comp Time at any one time unless prior approval is given. Approval will only be granted if the employee is planning to take extended time off for parental leave, medical leave, or an extended approved vacation. Employees are expected to manage their paid time off and Comp Time and will lose their benefits if they exceed a combined total of 200 hours in any given pay period.

## 12. SPECIAL LEAVE

All employees are eligible to one week of unpaid leave each year. Leave must be approved by the board. Additional unpaid time off is at the discretion of the Board of Directors.

## 13. COMPASSIONATE LEAVE

Employees of MPNAI shall be granted up to three working days with pay due to a death in their immediate family (mother, father, sister, brother, spouse/partner, children, in-laws, grandparent, and grandchildren). The Board Chair will consider special cases on an individual basis.

## 14. JURY DUTY

MPNAI will pay an employee his or her normal pay for up to one week of jury duty per year, but the employee must reimburse MPNAI the entire amount they receive from the County for their service. Additional unpaid leave for jury duty will be automatically granted. Employees are expected to do as much work as possible during their service both in the office and the jury waiting room, and should sign up for the call-in service.

## 15. VOTING LEAVE

MPNAI will grant to all employees a reasonable amount of time during the working day to vote in governmental elections when it is not possible to vote outside the regularly scheduled work time.

## 16. MILITARY LEAVE

Employees absent on their annual two-week reserve or National Guard duty shall be considered on an excused leave of absence and may elect one of the following options related to their pay:

- The employee may take their vacation and retain their military pay.
- The employee may surrender their military pay to MPNAI, receive their regular salary and take their vacation at a later date.
- The employee may take unpaid leave and retain their military pay.

An employee called up to active duty is allowed an unpaid leave of absence to meet her/his military responsibilities.

Upon honorable discharge from active duty, the employee will be allowed ninety days to apply for reinstatement to her/his former job. The employee will be reinstated to the same job formerly held, with the same duties, same level of pay, benefits and seniority had s/he not been on active military duty. Employee benefits will not accumulate during the leave. The employee will be given a Consolidated Omnibus Budget Reconciliation Act notice for election to continue insurances during the leave.

## 17. HARASSMENT POLICY

It is MPNAI's belief that the employees of MPNAI are the primary means by which the goals and objectives of MPNAI will be met. To that end, the rights of all employees must be respected. All employees of MPNAI must understand

its position on harassment. By definition, harassment is any unwanted attention or action prohibited by law by someone in the workplace that creates an intimidating, hostile, or offensive work environment, including sexual harassment. The procedure for reporting and dealing with this issue is as follows:

- If a person's behavior makes an employee uncomfortable, the employee should immediately advise the person that, in the employee's opinion, the behavior is inappropriate and that the employee would like it stopped.
- If the employee is not comfortable discussing the issue with the person, or if the person fails to respect an employee's request, the employee should report the incident to his or her supervisor. If, for whatever reason, the employee does not feel that the supervisor is a suitable person to whom to report the incident, the employee should contact the Executive Director or, if appropriate, the Board Chair or a member of the Executive Committee.

In all instances, a prompt, thorough and, fair investigation will take place, giving careful consideration to protect the rights and dignity of all people involved. MPNAI will take those steps it feels necessary to resolve the problem, which may include verbal or written reprimand, suspension or termination.

No retaliation of any kind will occur because an employee has in good faith reported an incident of suspected harassment. The supervisor, or other person to whom the complaint was made, will work to establish mutually agreed upon safeguards against retaliation while attempting to mediate any sexual harassment complaint.

## 18. SUBSTANCE ABUSE

Employees needing help with a substance abuse problem are encouraged to contact their supervisor or a treatment facility. No person will be penalized for seeking or accepting counseling or treatment for a substance abuse problem. Employees may use their accumulated time off to address the substance abuse problem or get approval for an unpaid leave.

## 19. HEALTH INSURANCE BENEFITS

MPNAI will contribute \$100 per month toward an employee owned health insurance plan for part time and full time regular employees. If the employee does not carry health insurance, no payment will be made.

## 20. PERFORMANCE REVIEWS

Each performance review should be a positive and interactive process whereby both MPNAI and the individual being reviewed receive information about his or her success in meeting the responsibilities of the job, and MPNAI can learn about its strengths and weaknesses as an employer of that employee. In general, the goal of MPNAI is to conduct a performance review of each employee annually.

## 21. EMPLOYMENT REFERENCES

When MPNAI receives a request for information from another person or entity about an employee, either during employment or after the employee's employment has ended, it is MPNAI's policy to provide only the following:

- a. dates of employment
- b. last job title

In general, MPNAI's policy is not to furnish any other information about work performance or employment, unless the employee specifically directs it to do so and signs a release prepared by MPNAI which authorizes it to do so. If an employee does not authorize MPNAI to furnish any additional information, it will advise the requesting person or entity that, absent a release, MPNAI's policy is to provide only the information set out in a-b above.

## 22. TERMINATION

### **Resignation**

Any employee of MPNAI may resign by submitting a letter of resignation to the Board of Directors at least ten working days prior to the effective date of the resignation, thirty days is preferred.

At the time of the effective date of the resignation, the employee shall be paid for all unused accrued Vacation Time.

### **Other Discharges**

Discipline and/or discharge may result for many reasons including, but not limited to, inappropriate behavior and/or unsatisfactory performance.

Inappropriate behavior is defined as including, but not limited to, misbehavior on the job, refusal to do work reasonably expected, wrongful use of or taking of agency property, conviction of a felony, violation of any policies or practices of MPNAI.

Unsatisfactory performance means failure of an employee to meet performance standards, to complete tasks in a timely, competent way, or to maintain an adequate attendance record. Uncooperative behavior or negative attitudes that affect the work or morale of others may result in termination. At the discretion of the Board of Directors, any staff member facing termination for unsatisfactory performance may be given the option to resign as described in the above section under "Resignation."

### **Layoffs**

MPNAI attempts to hire highly qualified staff with broad capabilities. There may be occasions, however (due to program changes, loss of grant support, etc), when it may be necessary to initiate lay-offs. In such cases, it is the intent of MPNAI to attempt to avoid abrupt, arbitrary, and unfair actions whenever possible.

## **22. EMPLOYEE APPEALS (Grievance Procedures)**

The purpose of the employee appeal procedure is to provide a means for employees to resolve their work place concerns with management. All regular and temporary employees of MPNAI may file a grievance under this section.

### **Definition of an Appeal**

A grievance shall be determined as an alleged misapplication of MPNAI's personnel policies. This procedure represents an intent to offer a dispute resolution mechanism to the employees of MPNAI. Failure by MPNAI to exactly follow this procedure shall not subject MPNAI to a breach of contract claim, or any other claim.

### **Timing for Appeals**

In order to qualify for processing under this section, an appeal must be filed no later than thirty (30) calendar days after the date on which the aggrieved condition commenced.

Step One: Any employee who is eligible may present an appeal to his/her immediate supervisor for discussion. The supervisor shall have five (5) regular working days in which to respond to the relief requested. Should the supervisor fail to respond within this time limit or if the employee finds the response unsatisfactory, the appeal may be reduced to writing, clearly specifying the policy allegedly misapplied, and the relief requested. The appeal should be submitted to the Executive Director within five (5) regular working days from the time the first step answer was due or was given. The Executive Director should respond in writing within five (5) days of receipt and if the Executive Director fails to respond within this time, or if the employee finds the response unsatisfactory, or in cases where the Executive Director is the immediate supervisor, the employee may proceed to Step Two.

Step Two: The employee may submit an appeal to a member of the Executive Committee if Step One has not resolved the issue. Upon receipt of a written appeal, the Executive Committee member will inform the Board Chair of the appeal. The Executive Committee shall also convene a meeting wherein statements shall be taken from the appealing employee and the employee's immediate supervisor, as applicable, either separately or jointly at the discretion of the Board Chair. The Executive Committee may also request statements from other employees. The Board Chair may refuse to grant the employee's request for appeal when the issues involved are minor in nature, or involve evaluations or judgments by management unless they appear to be contrary to policy, malicious or vindictive. The Executive Committee shall have twenty (20) regular working days in which to respond to the employee in writing concerning the relief requested. If the Executive Committee fails to respond within this time limit, the employee may petition the Chair of the Board of Directors. Failure on the part of the employee to petition the Chair of the Board of Directors within thirty (30) days of the result of Step Two shall result in the appeal being waived.

Step Three: The Chair of the Board shall convene a meeting with the aggrieved employee, the Executive Committee, the Executive Director and the Immediate Supervisor, as applicable, either separately or jointly at the discretion of the Chair. The Chair may convene an executive committee meeting and within ten (10) working days shall respond to the grievant in writing with the final decision. In all instances, a thorough and fair investigation will take place, giving careful consideration to the rights and dignity of the people involved. The Chair will report the grievance and the result at the next regularly scheduled Board meeting.

## **23. WORK PRODUCTS AND FILES**

All supplies, materials, and work products of an employee if purchased by MPNAI shall remain the property of MPNAI after resignation, discharge, or layoff of that employee. The employee may retain any personal files, but work files and other papers shall remain with MPNAI.

Employees are expected to use the email provided by MPNAI for all work related business and refrain from using it for personal use. Physical files are kept in the MPNAI office and all electronic files are kept in the centralized electronic filing system. Employees should not keep MPNAI files on their personal computers or in a location other than the MPNAI office.

## 24. CONFLICT OF INTEREST

Employees must avoid any conflicts of interest between their employment with MPNAI and their activities outside of work. Employees may not use their association with MPNAI for personal gain, nor can they use any information gained in the course of employment for personal gain.

A conflict of interest exists when an employee has a strong personal interest in the outcome of particular decisions or events such that his/her impartiality may be affected. Such an interest may be economic, political, or philosophical. The particular outcome need not benefit the employee directly; it might benefit a friend, family member, business associate, or organization and still be considered a conflict of interest.

For example, an employee of MPNAI cannot accept or engage in employment in or own or maintain a business interest outside of MPNAI if the business interest presents a conflict of interest with the employee's duties or responsibilities at MPNAI.

### **Even the appearance of a conflict of interest must be avoided.**

Employees must openly declare and discuss any potential conflicts of interest with their immediate supervisor and/or the Executive Director. Employees are expected to remove themselves from situations presenting a conflict of interest, unless the conflict can be resolved in consultation with MPNAI. Disregarding or failing to comply with MPNAI policy against conflicts of interest could lead to disciplinary action, up to and including termination of employment. All MPNAI employees will sign a Conflict of Interest Policy.

## 25. POLITICAL ACTIVITIES

Employees are encouraged to participate in community activities and the political process; however, employees must refrain from any activities that would jeopardize MPNAI's nonprofit status. MPNAI is a 501 (c) (3) organization and as such it is strictly prohibited from participating in, endorsing, or financing campaigns for political office.

Employees are free to work on political campaigns during their non-work hours away from MPNAI's premises or to use accrued personal time to do so, but employees are prohibited from conducting political campaign work during their work hours. Employees are prohibited from using any of MPNAI's equipment, materials, or supplies for political purposes. This includes the fax machine, photocopier, telephones, cellular phones, laptop computer or any computers, office supplies, cameras, email system, or any other property owned by MPNAI.

Employees must also avoid any expressed or implied endorsement of political candidates by MPNAI. Any violation of this policy will be considered grounds for disciplinary action up to and including termination of employment.

## 26. APPROPRIATE ATTIRE

MPNAI expects all employees to exhibit a professional image and exercise good judgment in their styles of dress. Employees should dress appropriately for their positions and when representing MPNAI during tours, events, workshops, meetings, and public appearances. Appropriate dress will vary according to activity, but transparent, torn, or stained clothing is never acceptable. Bare midriffs, sleeveless shirts, athletic wear, or other overly casual clothing is discouraged. Writing or images on t-shirts or clothing should not be commercial, political, or offensive in nature. Employees will be required to change their clothing if their supervisor or the Executive Director deems that they are dressed inappropriately.

## 27. ELECTRONIC EQUIPMENT & COMMUNICATION

Computers, computer files, software, e-mail, Internet, and social media furnished or accessible to employees are MPNAI's property intended for business use. Unauthorized use, access, modification, disclosure, or destruction of MPNAI's electronic resources is strictly prohibited. To ensure compliance with this policy, employee computer, e-mail, and Internet use may be monitored.

MPNAI does not prohibit incidental personal use of electronic communication during authorized break times. However, all personal and work-related email created or transmitted with MPNAI property is the property of MPNAI.

## 28. CONSULTANT FEES, HONORARIA, GIFTS

All employees are encouraged to participate in a variety of community and professional activities. In those instances where an employee's activities are part of their regular duties and responsibilities, any payment will be turned over to MPNAI. All fees derived from MPNAI reports, activities, or speaking engagements while employed by MPNAI shall also be turned over to MPNAI.

In some instances, an individual may do work that is based on activities or experiences prior to or separate from their regular duties and responsibilities at MPNAI. To avoid actual or appearance of conflict of interest, any employee who engages in any remuneration activity in any field directly related to MPNAI programs must have prior approval by the Executive Director. The Board of Directors will review these issues for the Executive Director. No employee may formally represent himself/herself as a spokesperson for MPNAI without prior approval of his/her supervisor.

## 29. DRUG & ALCOHOL POLICY

Employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or being under the influence of alcohol or illegal drugs while on MPNAI's premises or while conducting MPNAI business off site. A limited exception to this policy exists for the moderate use of alcohol at MPNAI social functions or client/stakeholder entertainment events.

### **Employee Acknowledgement**

I acknowledge that I have read and understood the policies outlined in this copy of MPNAI's Personnel Policy Guidelines. I understand that these policies provide only a general reference and are not a full statement of MPNAI's procedure nor are they a contract. I will update these policies as I am provided with new materials, and I will return my copy of the Personnel Policies to MPNAI upon termination of my employment.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

# FINANCIAL POLICIES & PROCEDURES

## **Policies:**

1. The fiscal year of the organization shall be on the calendar year.
2. The organization shall cause an external audit to be conducted per NCR Funding.
3. The organization shall cause an internal review in January/February of each year to review 2017 program and financial files. All electronic program files to be downloaded in MPNAI Dropbox, all hard copy community meeting information filed, contract files updated, all check requests have invoices attached, Insurance policy, all program files updated, and Deposit Log.
4. MPNAI will use a check request form that will be signed by the person requesting the check (staff or boardmember) and the signature of the President. In no case shall the person requesting reimbursement funds be the same as the person approving disbursement.
5. A Deposit Log will be kept containing copies of all donated checks to the organization, as well as a Log identifying date - check number - Donor - amount - and purpose of the donation.
6. All cash contributions will be counted by two people (boardmember and staff).
7. For budgeted expenses and unbudgeted expenses, a completed check request form shall be required.
8. For unbudgeted expenses of over \$100, a Board action is required.
9. No Disbursements shall be generated without approved originating documents invoice(s), receipt(s), and a completed Check Request form.
10. Generally, disbursements shall be made monthly.
11. Should staff/consultant be hired, payroll schedule will be 2x per month unless otherwise stipulated in the Agreement.
12. Quarterly employment taxes and tax reports will be made electronically through a payroll company.
13. No Boardmember will be hired to provide services for MPNAI. Should a Boardmember want to apply for a position, they must step down and not be a part of any discussion discussing a Scope of Service or Job Description.
14. No authorized signatory shall approve or execute any disbursement payable to him/herself.
15. Any contractor compensated by MPNAI shall provide the corporation with verifiable tax identification or the contractor's service.
16. (Fiscal Agency) - NA

# FINANCIAL POLICIES & PROCEDURES

## **Procedures:**

1. MPNAI has adopted EEO/AA policies and will abide by a fair hiring process, complete with public posting, interview processes, and selection processes.
2. All billing files shall be maintained at the MPNAI office.
3. MPNAI shall be maintained at the MPNAI offices in a locked cabinet.
4. All funding Contract letters, Grant Requests, and Reimbursement requests shall be maintained electronically, with paper copies maintained at the MPNAI office.
5. All Original funding Contracts shall be kept at the MPNAI office.
6. All Contractor Contracts/Agreements shall be kept at the MPNAI office.
7. A Fixed Asset Policy shall be reviewed annually and property inventory will be kept and reviewed annually. All property will be kept at the MPNAI office.
8. A Conflict of Interest Policy shall be reviewed and signed annually. Any potential conflicts will be declared in writing and submitted, to be maintained at the office.
9. All organization passwords will be kept with a board appointed board member and the lead staff of the organization.
10. Midtown Phone password will be kept by the lead staff and Board President.
11. Annually, a Board Officer will be appointed to have the key to the office.
12. Annually, a Board Officer will be appointed to monitor incoming mail weekly.

# FIXED ASSET POLICY

## **Fixed Assets to be capitalized are defined as:**

1. All furniture and computer purchases.
2. Equipment with a cost in excess of \$2,500 and a minimum of 3-year service life.
3. Major building improvements, purchases, and construction.
4. Major site improvements and purchases.

## **Policies and Principles**

1. All assets owned by the Organization should be appropriately safeguarded.
2. Inventories should be maintained of all fixed assets.
3. The existence, condition, and the continued use of assets should be verified by the Executive Coordinator.
4. Inventories should contain a detailed description of the item.
5. The Organization capitalization threshold for which items are classified as fixed assets and recorded in the balance sheet is \$2,500 or above. Items of lower individual value may be grouped as it is appropriate for them to appear on the balance sheet.

## **Acquisitions**

1. All categories of fixed assets, of any value, must be approved for purchase by the Executive Coordinator.
2. It is the responsibility of the bookkeeper to record the Asset.
3. Capital purchases will be recorded at cost.
4. Donated assets will be set up at the estimated fair market value. Tax receipts may be issued by the Organization in the amount of the estimated fair market value.

## **Disposal or Loss of Organization-owned property**

### **If an asset has outlived its useful life and is no longer required:**

1. The disposal date will be noted in the Inventory.
2. Bookkeeper will be notified.

### **If an asset is no longer required and can be sold:**

1. Asset will be sold at fair market value or largest reasonable offer.
2. Bookkeeper will be notified.

### **If an asset is missing by suspected theft or otherwise:**

1. Executive Coordinator will be notified immediately.
2. President and Treasurer will be notified immediately.
3. Bookkeeper will be notified so that asset may be written off and removed from the Fixed Assets Record.



# 2022 OPERATING BUDGET

2022 MPNAI Operating Budget approved 1.13.2022

<b>Projected Income</b>	
Neighborhood Network	20,000.00
Equity Funding.	42,000.00
Individual Contributions.	2,000.00
Sponsorships.	4,000.00
Corporate Donations.	5,000.00
<b>Total Projected Income:</b>	<b>73,000.00</b>
<b>Projected Expenses</b>	
Communications Plan.	10,000.00
(Alley News & Radio & Somali TV)	
General Liability Insurance.	1,000.00
Directors & Officers Insurance.	1,000.00
Telephone/Website/ZOOM.	1,000.00
Printing Costs.	2,000.00
<b>Outreach Partnerships.</b>	<b>45,000.00</b>
Professional Services/Newsltr	2,000.00
Accounting / CPA.	4,000.00
<b>Events</b>	
- Fall Annual Clean Sweep*.	1,000.00
- Midtown Festival @ Lake.	4,000.00
<b>Total Projected Expense:</b>	<b>72,000.00</b>

\* MPNAI manages the Event Funding & expense for the 4 Phillips Neighborhood Falling Clean Sweep; Income & Expenses are reflected on our Financial Reports. Event budget is approx \$5,000/yr.

\* We have yet to roll over any unspent CPP \$.  
This will occur in January.

**Donations**  
Office Rent @ \$0 cost/year  
Event Costs/Donated x Businesses & Orgs

# MPNAI RESOURCES

Midtown Phillips Resources as of 11/16/2021

## Phase I

Total Allocation	1,398,343.14	
Total Contracted	1,353,738.03	
<b>Total Available to Contract</b>	<b>44,605.11</b>	
1.2.1 Home Ownership Assistance	14,943.49	
3.2.1 Multi-Cultural Arts Center	8,000.00	<i>to be held for possible HOTB capital project</i>
1.4.1 Identify Uses on Unbuildable Land	21,661.62	<i>to be used for MPRB programming at CEPRO site</i>
<b>Total Available</b>	<b>44,605.11</b>	

## Phase II

Total Allocation	243,645.00	
Total Program Income Received	45,808.28	
Total Contracted	270,391.05	
Frozen	(9,704.00)	<i>2012 Equity Fund</i>
<b>Total Available</b>	<b>9,358.23</b>	
I.A.1. Home Improvement Rev. Loan Prog.	10,357.27	<i>Action Plan Funds</i>
I.A.1. Home Improvement Rev. Loan Prog.	8,704.96	<i>Program Income; MPNAI Board action to continually roll into contract with CEE</i>
<b>Total Available</b>	<b>19,062.23</b>	
Frozen (2012 Equity Fund)	(9,704.00)	<i>included in 2011-13 CPP contract (#30058)</i>
<b>Amount Available to Contract</b>	<b>9,358.23</b>	

## Phase III (CPP)

Total Allocation	754,334.85	<i>includes \$9,704 Equity Fund; see also Phase II)</i>
Total Contracted	691,738.64	
<b>Amount Available to Contract</b>	<b>62,596.21</b>	
<b>Reserved for PRG New Housing</b>	<b>15,000.00</b>	
<b>Reserved for Phillips Pool</b>	<b>1.00</b>	
<b>Amount Reserved for Future Priorities</b>	<b>47,595.21</b>	
Proposed NPP for 26th Street Traffic Calming	10,000.00	<i>not yet submitted to/approved by NCR</i>

## Other

Community Initiative Fund (CIF) Grant	26,000.00
Total Contracted	26,000.00
<b>Amount Available to Contract</b>	-

## Neighborhoods 2020

2021 Allocation-Citywide Neigh. Network Fund	12,500.00	
2021 Allocation-Equitable Engagement Fund	24,921.00	
Total Available	37,421.00	
Total Contracted	37,421.00	
<b>Amount Available to Contract</b>	-	
2022 Allocation-Citywide Neighborhood Network Fund	15,000.00	
2022 Allocation-Equitable Engagement Fund	43,513.00	
Total Allocated	58,513.00	
2023 Allocation-Citywide Neighborhood Network Fund	10,000.00	
2023 Allocation-Equitable Engagement Fund	47,230.00	
Total Allocated	57,230.00	<i>This will be the allocation each year 2023 and beyond</i>

## Active Contracts

	Contract Amount	Balance Remaining	
Midtown Phillips Phase II Admin (37262)	98,347.04	-	<i>MPNAI still holds \$4,520.55 advance</i>
Home Improvement Programs (CEE) (43474)	183,978.32	167,353.32	
2017-21 CPP/N2020 (41836)	436,454.85	75,707.31	<i>MPNAI holds \$10,000 advance</i>
	718,780.21	243,060.63	

# NEIGHBORHOOD NETWORK APPLICATION

## Application for Neighborhood Network Fund

Please use this template as a guide to develop your application for funding from the Neighborhood Network Fund. All expectations for neighborhood organizations are the same, as the Network Fund is not considered programmatic funding.

Submit your application by email to [neighborhoods2020@minneapolismn.gov](mailto:neighborhoods2020@minneapolismn.gov). Please also attach all [required documentation](#). The application is not complete until all attachments are included. If you need assistance, please [contact your neighborhood specialist](#).

### Date of board review and approval

Click or tap to enter a date.

### Contact information

Organization name: Midtown Phillips  
Neighborhood Association

Address: 2828 10th Ave S., #1205f  
Minneapolis, MN 55407

Website URL:  
<https://www.midtownphillips.org>

Social media:  
<https://www.facebook.com/midtownphillipsminneapolis/>

Organization email:  
[info@midtownphillips.org](mailto:info@midtownphillips.org)

Federal EIN: 02-0599042

Who should be the primary contact for this application? John Richard or Jana Metge

### Board contact

John Richard, President 2828 10 <sup>th</sup> Ave S, #1205f Minneapolis, MN 55407 (651) 331-8997 Richardj512@gmail.com	Jana L Metge, Treasurer 2828 10 <sup>th</sup> Ave S, #1205f Minneapolis, MN 55407 (612) 760-3907 WeLeadEverydayU2@gmail.com
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### Staff contact

Name: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Address: Click or tap here to enter text.

Eligibility questions

# NEIGHBORHOOD NETWORK APPLICATION

1. What geographic neighborhood(s) do you represent?

Midtown Phillips

2. If your organization has not previously been funded through the City of Minneapolis as a recognized neighborhood organization please provide evidence of the organization's eligibility.

3. If your organization was not funded in the previous City of Minneapolis funding cycles, provide a report on your previous year's activities.

4. Will your organization be participating in the Citywide Neighborhood Election Day? If not, why not?

Need more information on what this will be to further discuss with the Board.

5. Submit all [required documents](#) by email to [neighborhoods2020@minneapolismn.gov](mailto:neighborhoods2020@minneapolismn.gov).

## Description of neighborhood

6. Please share the demographic make-up of the current board (age, race, homeowner status, income and education).

Board members who have identified as:

5 Male / of which 2 identified as GLBTQ &

1 Somali, & 1 Black African American & 1 Chiac French.

4 Female / of which identified as:

Czech, German, Norwegian, Dakota, Dutch

Also English, Irish, Scottish, French, Finnish, Welsh, Swedish.

7. Describe your neighborhood as best you can in a narrative format.

The boundaries of the Midtown Phillips neighborhood are East 24th Street to the north, East Lake Street to the south, Bloomington Avenue to the east, and Chicago Avenue to the west.

Midtown Phillips is one of the most racially diverse neighborhoods in the City. According to Minnesota Compass, 35.7% of the community's residents is Latino, 30.8% Black and 26.1% white. 66.7% of neighborhood housing is rental, while the remaining 34.6% of households are owner-occupied.

5,232 people live in Midtown Phillips. More than 36% of Midtown residents are foreign-born, with 26% speaking English "less than very well."

# NEIGHBORHOOD NETWORK APPLICATION

47% of Midtown residents live at 200% of poverty or below. Almost 46% of renter households are cost-burdened, compared to 23% of owner-occupied households.

## Stakeholder involvement

8. Provide a narrative on how your organization will accomplish the following activities, at a minimum, as required by the Neighborhood Network Fund.

- The organization meaningfully engages all residents regarding major activities.
- The organization meaningfully engages under-engaged residents, such as renters, communities of color, low income residents, immigrant and refugees, people with disabilities, expanding participation in the organization.
- Diverse communities are included in the organization's decision-making processes.
- The organization maintains a current website or social media platforms.

MPNA partners with several local Phillips neighborhood non-profits to implement a variety of projects which expand the outreach within the Midtown Phillips neighborhood: Banyan Community, Semilla Center for Healing and the Arts, Somali TV, KRSM Radio, New Americans Youth Soccer Club, Community Emergency Service, and Pillsbury United Communities/Waite House. See more information on the MPNA website at <https://www.midtownphillips.org/our-partners>.

MPNA supported the creation of low-power radio stations that specifically reach the Somali and Spanish speaking community. MPNA additionally advertises in a variety of venues, including the Alley Newspaper and Somali TV and radio.

MPNA has a long history of holding community meetings and hearings on a broad variety of topics that are well attended by all demographic groups in the neighborhood, including renters, East African, Latino, and other members of the community to ensure all voices are heard and represented. MPNA has also partnered with agencies such as Waite House to organize community outreach activities such as door-knocking and surveys.

MPNA also organizes and promotes community events that are well attended by and bring together all segments of the community, including the Midtown Festival, Community Clean Sweep, National Night Out and the MPNA Annual Meeting. See more at <https://www.midtownphillips.org>.

MPNA maintains a website at <https://www.midtownphillips.org> where meeting notices and minutes of past meetings are routinely posted, and also posts notices and information on its Facebook page at <https://www.facebook.com/midtownphillipsminneapolis/>.

# NEIGHBORHOOD NETWORK APPLICATION

## Budget

Neighborhood Network Funds can be used for the administration and operational expenses of your organization. Please indicate how Neighborhood Network Funds will be used in the provided template. Provide a full organizational budget in the attachment section. If your full organizational budget includes a breakdown of all funding mechanisms (Neighborhood Network Fund, Equitable Engagement Fund, Neighborhood Revitalization Funds, etc.), you may attach it in lieu of using this template.

<b>Neighborhood Network Fund expenses</b>	<b>2022</b>
Communications	\$8,000
Insurance	2,000
Professional services	5,000
<b>Total</b>	<b>\$15,000</b>

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

**CITYWIDE NEIGHBORHOOD NETWORK FUND/  
EQUITABLE ENGAGEMENT FUND  
FUNDING AGREEMENT  
BETWEEN  
THE CITY OF MINNEAPOLIS  
AND THE  
MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION**

**THIS AGREEMENT**, entered into this 20th day of January, 2022, is by and between the **CITY OF MINNEAPOLIS**, a Minnesota municipal corporation (the “City”), and the **MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION**, a Minnesota nonprofit corporation (the “Contractor”).

**WHEREAS**, pursuant to Minnesota Statutes, Section 469.1831, as amended by Laws of Minnesota 1991, Chapter 59, and Minneapolis Code of Ordinances, chapter 419, the City of Minneapolis (“City”) established the NRP to preserve and enhance within the City’s neighborhoods private and public physical infrastructure, public health and safety, economic vitality, the sense of community, and social benefits; and

**WHEREAS**, the Midtown Phillips neighborhood in Minneapolis (“Neighborhood”) has prepared an Engagement Plan for using NRP funds (the “Plan”) through a process of neighborhood planning that complies with Minnesota Statutes, Section 469.1831, subd. 6(b); and

**WHEREAS**, the Contractor has met all of the Neighborhood Organization Recognition Requirements; and

**WHEREAS**, by action published on November 21, 2020, the Minneapolis City Council approved the Neighborhoods 2020 Program Guidelines including the guidelines and allocations for the Citywide Neighborhood Network Fund and the Equitable Engagement Fund; and

**WHEREAS**, by action published on November 21, 2020, the Minneapolis City Council took certain actions with respect to the Plan, including authorization of up to \$15,000 for the Citywide Neighborhood Network Fund; \$43,513 for the Equitable Engagement Fund, and authorization for the execution of contracts necessary for the expenditure of funds consistent with the Plan; and

**WHEREAS**, the Project is consistent with the general principles underlying the NRP, enumerated in Minnesota Statutes, Section 469.1831, subd. 5, and the purposes for which NRP funds may be spent, listed in Minnesota Statutes, Section 469.1831, subd. 3;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

## **SECTION 1. SCOPE OF SERVICE/BUDGET**

The Contractor agrees to perform the services described in the Scope of Services, attached hereto as Exhibit A, and in compliance with the Budget, attached hereto as Exhibit B, both of which are incorporated herein by reference.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## **SECTION 2. TIME OF PERFORMANCE**

The term of this Agreement shall commence as of the 1st day of January, 2022, and shall continue until 31st day of December, 2022, unless this Agreement is earlier terminated as provided herein.

## **SECTION 3. DISBURSEMENTS**

The City may make an initial disbursement of no more than 25% of the contract amount or \$10,000, whichever is less, to the Contractor upon execution of this Agreement. Thereafter, the Contractor shall, from time to time, submit invoices or other documentation acceptable to the City on a cost reimbursement basis. The invoices shall include a full itemization of the services provided or costs incurred. If the Contractor fails to fully perform all of the services required under this Agreement as determined in the City's sole discretion, or this Agreement is terminated as specified herein, the Contractor shall receive compensation only for those services actually fully performed, as determined by the City.

In no event shall the total amount, for both services and expenses, to be paid under the terms of this Agreement exceed \$58,513.00 for the line items set forth in the attached Exhibit B, nor shall Contractor be reimbursed for any service provided or expense incurred by it except as specifically described on the attached Exhibit A.

Payment shall be made within 30 days from the date the City receives from the Contractor a disbursement request in a format acceptable to the City. The City shall not be required to, nor shall it, reimburse the Contractor for any unsatisfactory, incomplete, inaccurate, or defective work, as determined by the City.

## **SECTION 4. USE OF FUNDS**

The Contractor and all sub-recipients shall use any and all Grant Funds in accordance with the requirements of Minnesota Statutes, Section 469.1831, as amended, and the NRP Funding Agreement Guidelines, incorporated herein by reference.

## **SECTION 5. PERFORMANCE MONITORING**

The Contractor will submit to the City a narrative report describing the work performed and assessing the progress made toward achieving the objectives identified in the Scope of Service/Budget.

## **SECTION 6. NOTICES**

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

City: City of Minneapolis  
Department of Neighborhood and Community Relations  
Crown Roller Mill, Suite 425  
105 Fifth Avenue South  
Minneapolis, MN 55401  
Attention: Director  
cc: Robert Cooper, Contract Administrator  
Ariah Fine, Neighborhood Support Specialist

Contractor: Midtown Phillips Neighborhood Association  
2828 10th Avenue South, #120F  
Minneapolis, MN 55407  
Attention: John Richard

## **SECTION 7. GENERAL CONDITIONS**

- A. General Conditions
- (1) The Contractor agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.
  - (2) Minneapolis Code of Ordinances, Section 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as part of a City project or undertaking.
- B. Personnel/Independent Contractor – The Contractor represents that it has engaged or will engage all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services. The Contractor shall comply with all applicable Federal, State and Local employment laws. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Contractor is an independent contractor.
- C. Hold Harmless – The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, officers and employees, from any liability, claim, damage, cost, judgment, or expense, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor and its officers, employees, agents or contractors, while performing under this

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

Agreement, and against all losses by reason of the Contractor's failure to perform, in any respect, all obligations under this Agreement. Nothing herein shall be construed to obligate the Contractor to hold harmless, defend or indemnify the City from claims arising from the City's negligent or tortious acts or omissions.

- D. Workers' Compensation and Liability Insurance – The Contractor shall provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement. In addition, the Contractor shall carry general liability insurance and hired/non-owned automobile liability in amounts sufficient to indemnify the City, but no less than \$2,000,000.00 each. Said liability insurance policies shall name the City as an additional insured and may not be canceled without the consent of the City as long as this Agreement is in effect. Copies of certificates evidencing this insurance shall be provided to the City.
- E. Time is of the Essence – Time is of the essence in the performance of this Agreement.
- F. Accounting Standards – The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.
- G. Records
  - (1) Retention – The Contractor shall retain all records pertinent to expenditures incurred under this Agreement until (i) three (3) years after the date this Agreement is terminated, or (ii) until a final audit as required by the Funding Agreement Guidelines has been performed, whichever is later.
  - (2) Close-Outs – The Contractor's obligation to the City and any sub-recipient's obligation to the Contractor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of NRP assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the NRP), and determining the custodianship of records.
- H. Assignability – The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
- I. Conflict of Interest and Code of Ethics.
  - (1) The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Contractor hereunder. The Contractor further agrees to comply with the

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

conflict of interest disclosure and prohibition requirements of Section 419.80, Minneapolis Code of Ordinances, which are incorporated herein by reference.

- (2) The Contractor agrees to be bound by the City’s Code of Ethics as codified by Minneapolis Code of Ordinances, Chapter 15. The Contractor Certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with Chapter 15. It is agreed by the parties that any violation of the City’s Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this Section shall be referred to the City’s Ethic Officer at 612-673-3230.
- J. Subcontracts – The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement, except for those subcontracts referenced in this Agreement or authorized in Exhibit A, without the prior written consent of the City.
- K. Copyright – If this Agreement results in any copyrighted material, the author is free to copyright the work, but the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.
- L. Governing Law – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.
- M. Termination – This Agreement shall terminate on the earlier of (i) December 31, 2022, or (ii) immediately upon notice of contract termination from the City to the Contractor. Any Contractor default on, or failure to perform any obligation under, any other contract it has with the City of Minneapolis shall be grounds for the City, at its sole and exclusive option, to terminate this Contract for cause.

## **SECTION 8. PERSONNEL & PARTICIPANT CONDITIONS**

- A. Civil Rights
  - (1) Compliance – The Contractor agrees to comply with Chapters 139 and 141, Minneapolis Code of Ordinances, incorporated herein by reference.
  - (2) Nondiscrimination – The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age [forty to seventy (40-70)], marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (3) Noncompliance – In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or provisions herein, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.
- (4) Liability – In the event there is probable cause to believe the Contractor is in noncompliance with the nondiscrimination clauses of this Agreement or with any applicable rules or regulations, the City shall have the right to withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

## B. Affirmative Action

- (1) Approval – The Contractor agrees that it shall be committed to carry out an affirmative action program. The City shall provide affirmative action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit the necessary affirmative action documentation to the City for approval prior to the disbursement of funds.
- (2) Access to Records – The Contractor shall furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- (3) Notifications – The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) EEO/AA Statement – The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an "Equal Opportunity" or "Affirmative Action" employer.
- (5) Subcontract Provisions - The Contractor will include the provisions of Section 8A. Civil Rights and 8B. Affirmative Action, in every subcontract

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

- (1) Prohibited Activity – The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the Project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, and unionization or anti-unionization activities.

**THE PARTIES BEING IN AGREEMENT**, have caused this document to be executed as follows:

**FOR THE CONTRACTOR:**

Signature: John M Richard \_\_\_\_\_

Name: John Richard \_\_\_\_\_

Title: Board Chair \_\_\_\_\_

*By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.*

**FOR THE CITY:**

Approved as to Form by:

Signature:  1/20/2022

**Assistant City Attorney**

Signature:  4436F3747E544DA...

**Department Head (or Designee) Authorized to Sign this Contract**

Signature:  02E06E87C1584F0...

**Finance Officer or Designee/Purchasing Agent**

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## EXHIBIT A SCOPE OF SERVICES CITYWIDE NEIGHBORHOOD NETWORK FUND/ EQUITABLE ENGAGEMENT FUND

In accordance with the adopted Neighborhoods 2020 Program guidelines of the City of Minneapolis, the following roles are defined:

- A. **ROLE OF THE CONTRACTOR.** The Contractor shall be responsible for the following within the boundaries of the Neighborhood as defined by the City of Minneapolis:
1. The Contractor shall promote the participation of all neighborhood residents in its decision-making processes to create and maintain an equitable civic participation system that enfranchises everyone and builds people’s long-term capacity to organize to improve their lives and neighborhoods.
  2. The Contractor shall follow the guidelines set forth in the Neighborhoods 2020 Program guidelines (incorporated herein by reference), specifically those guidelines for the Citywide Neighborhood Network Fund and the Equitable Engagement Fund.  
  
**Citywide Neighborhood Network Fund**—The Contractor will work to keep residents informed, connected to their community and empowered to guide and influence decisions that affect their lives. The Contractor shall have and follow its Articles of Incorporation and By-laws, shall have no barriers to participation and shall be a democratically elected and representative group of the Neighborhood. The Contractor shall make every effort to ensure that participation in all phases of its activities is inclusive of all members of the neighborhood and represents the diversity of that membership.  
  
**Equitable Engagement Fund**—The Contractor will work to engage historically underrepresented residents meaningfully and effectively on policies and programs that impact them and in decision-making at the local geographic level, with a focus on furthering equity in accordance with the Engagement Plan attached as EXHIBIT C to this Contract.
  3. The Contractor shall provide opportunities on a regular basis for residents and property and business owners to participate in the decision-making process by attending meetings and by serving on committees or task forces.
- B. **REPORTING PROCEDURES.** The Contractor will be responsible for submitting a report to NCR at the end of the contract year to account on the expenditure of all funds received through this contract. The Contractor shall provide such other reports and information as required by NCR to comply with department requirements (including narrative reports on community participation activities). All such reports are considered public documents and may be published on the City’s website.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

**EXHIBIT B**  
**Midtown Phillips Neighborhood Association, Inc.**  
**Citywide Neighborhood Network Fund/  
 Equitable Engagement Fund**  
**Budget**

<b>Citywide Neighborhood Network Fund</b>	<b>2022</b>
Staff Expenses	
Employee Benefits	
Professional Services	5,000.00
Occupancy	
Insurance	2,000.00
Translation, Interpretation, Accessibility Support	
Supplies and Materials	
Meetings and Community Building Events	
Development	
Fundraising	
Other (describe): Communications	8,000.00
Transfer to Equitable Engagement Fund	
<b>TOTAL</b>	<b>15,000.00</b>
<b>Equitable Engagement Fund</b>	
<hr/>	
Contractors-Newsletter, Bookkeeping, Website	5,000.00
Communications	1,000.00
Supplies	513.00
Project Expenses (specify):	
Outreach Partnerships	35,000.00
Clean Sweep	1,000.00
Midtown Festival Sound System	1,000.00
<b>TOTAL</b>	<b>43,513.00</b>

**NOTES:**

1. Any events supported with these funds will be in accordance with the guidance provided by the City in the Festival and Community-building Event guide which can be accessed on the City’s website or from the Neighborhood and Community Relations Department.
2. If the budget includes project or program expenses, prior to any expenditures being incurred for those activities, the Contractor must provide the Development Finance Division with detailed scopes of services for these initiatives.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## EXHIBIT C

Midtown Phillips Neighborhood Association Incorporated (MPNAI), as you will read below, is a very diversely populated neighborhood. For several years the Midtown Board has employed a number of strategies that do outreach to specific demographic groups, with the goal of bringing all our neighbors together to work toward a crime free environment, have opportunities to build wealth, thrive and contribute to each other's well-being, while celebrating each group's rich heritage and culture. We have been using these strategies for years and will continue to do so. Some of our strategies have been tweaked, changed or discontinued through-out the years in the hopes of obtaining the best outcomes. In 2022 we will be adding a new strategy in partnership with our Native American population in hopes of mitigating the tremendous strain the opioid-addicted homeless population has put upon Midtown.

Demographic groups of MPNAI: Population 5,181 with 25.8% white and 67% IBPOC  
Languages: English only 43.7%, Other than English 56.3%, English less than very well 29.6%

Demographic group # 1--Low-income: 42.7%

With almost 43% of households living on less than \$35,000 annual income and at the top just 9% at \$75, to \$100, annual income.

Initiative, activity, project or program: Instead of using our funds for administrative purposes, MPNAI has partnered with organizations that share our values and goals for outreach to its demographic groups with the goal of empowering and uniting all groups to work for the good of the neighborhood and one another while celebrating their culture, heritage and the unique gifts they contribute to the neighborhood.

- In partnership with Banyan Community for block club organizing.
- In partnership with Community Emergency Services for basic needs.
- In partnership with Semilla Center for the Healing Arts for neighborhood organizing around art projects.
- In partnership with Waite House home of the hyper-local, multi-lingual KRSM Community radio and youth community garden.
- Continue to work with our next door neighborhood to the East, EPIC, in their battle with the city for environmental justice.

Barriers to engagement:

- Many heads of households work more than one low-paying job just to get by.  
The 2040 plan has pushed more of our Midtown citizens further into poverty by causing gentrification, rents to climb. and it has eliminated the ability of small-family-immigrant-owned businesses to stay on Lake St. by making it unaffordable. This demographic is often too busy working, trying to keep a business afloat or just surviving to come to a meeting about issues that affect them.
- Because a high percentage of our neighborhood does not read or speak English well, it is hard to help people understand issues that affect them.
- Many of our neighbors do not have home computers.
- The board needs more funding for *translation for flyers*.

**Outreach and Engagement Strategies:** Midtown has learned that low-income citizens of many cultures are able to create relationships with their neighbors, gather

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## EXHIBIT C

information and organize around issues that affect them through the following avenues of participation listed below, despite lack of access to computers or inability to speak or read English well. The following are strategies MPNAI has directed with our outreach partners in order to overcome communication barriers that isolate neighbors and will continue to do so in 2022.

- Banyan Community's Light House Network creates a network of block clubs whose leaders meet once a month. At the monthly block club leaders' meetings, neighbors come together to hear guest speakers give presentations about issues or services. Those attending are also given the opportunity to share information about events, resources and talk about how best to deal with crime - a heavy cost to poor, under-served communities like Midtown. Before COVID and George Floyd, the police were at our table, who gave tutorials on issues such as how not to get scammed, or how to call and report crime through 911. Hopefully the officers will be able to return some day. Banyan organizes NNO. Twenty four blocks (one half) in Midtown do NNO due to this partnership which has increased participation in NNO substantially (though it was down in 2020 because of COVID). Banyan also partners with Midtown by bringing their youth to the annual Phillips Community Clean Sweep, a trash pick-up day for all Phillips neighborhoods in which Midtown has spear-headed for twenty years. It is also an opportunity for households to put out trash that is not regularly picked up by the city such as old tires to be taken away, free of charge. This event that has gathered as many as 700 neighbors, is not only a clean-up, but a time to celebrate over food (not paid for with City funds), and gather information from many tables manned by community agencies that offer cultural, arts, and educational opportunities for families. Information is also dispensed about free and low-cost services, (like the location of food shelves, or how to receive help with utility bills) and issues that affect them. Most of these agencies are encouraged to and **do** print their information in three languages. Though Phillips was not able to hold a Clean Sweep in 2020 because of COVID, it was held in 2021 and is on Midtown's calendar for 2022. Under the leadership of Joani Essenburg, Banyan has for generations built wealth for Midtown residents through tutoring programs and help for the youth of our community with scholarship applications to private high schools and colleges, and all the secrets of access to higher education more affluent families are aware of. Generations of Phillips youth have Banyan to thank for graduating with honors from colleges like George Town University. This partnership is important to MPNAI.
- Community Emergency Services is an outreach partner to further Midtown's reach to its residents who are in need of food, funds for utility bills, and other emergency costs that low-income people have to deal with. The goal is to move families beyond crisis to stability and physical, mental and spiritual well-being. (City funds will be used for the outreach portion of this work; those funds will not be used for food, utility bills or other ineligible costs.)

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## EXHIBIT C

- Semilla Center for the Healing Arts is an outreach partner that focuses on youth programming and healing through art. They have partnered with us to do art on the electrical boxes in Midtown, and this summer moved out into the neighborhood to hosted six art street parties in which lanterns were made by Midtown families to light and put in their windows every Wed. as a symbol for peace and healing. Relationships were formed through these events. They have sponsored a career day and have invited visiting artists to work with the youth, who invest in the neighborhood by their mosaics and murals. Just as the youth invest in the community Semilla invests in them, another wealth-creating program important to Midtown Phillips.
- KRSM Community Radio outreach partners is a hyper-local-multi-lingual-multi-cultural radio station broadcasting from the Waite House out into the neighborhood, whose mission is to bring high quality programs in the many languages spoken in Phillips and train Phillips youth and adults in the management, technical and broadcasting skills necessary for the operation of a radio station. Over 100 neighbors produce and host programming. MPNAI is proud to partner with this wealth building, and empowerment effort.
- Waite House an outreach partner serves the low-income residents of Midtown with a food shelf, youth programs, and many other programs that nurture our neighborhood. Midtown's partnership with them focuses on their youth community garden. The Waite House youth grow and harvest produce to help stock their food shelf and give to those in need in the neighborhood. The youth also participate every October in the Phillips Community Clean Sweep, Midtown's largest outreach event. Their focus on the health and well-being of Phillips is a shared value with us and we are proud to partner with them in these efforts.
- At the direction of EPIC, our Phillips Neighborhood neighbors to the East, Midtown has and will continue to do action items as needed and as we have been doing for the past year such as sending emails, making calls and going to City Hall with them in their fight for the Urban Farm and environmental justice.
- By-weekly Zoom meetings with many neighborhood members, were created by the board to check in and organize advocacy to the city on issues that affect them.

### **Resources Needed:**

- Media specialists who puts out all ads, by-weekly electronic newsletter that not only publishes ads for Midtown and Phillips Neighborhoods' events but also publishes up-dated lists of resources and programs such as rental assistance and how to apply, maintains the web site, and communicates through radio and T.V. stations about our ads.
- Volunteer organizers for the events.
- Board members who read, and approve MOUs with outreach partners, and via communication with the neighborhood through events, meetings, and other sources, organizes a monthly community meeting on issues of importance to Midtown residents.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

## EXHIBIT C

### Partners in the work:

- Banyan Community
- Community Emergency Services (CES)
- Waite House
- Semilla Center for Healing & the Arts
- EPIC, Phillips West Neighborhood, Ventura Village, and Little Earth  
United Tribes for Phillips Community Clean Sweep
- Also for Clean Sweep, directed funds for City of Minneapolis Solid Waste  
and Recycling And city garbage trucks
- KRSM Community Radio

### Persons Responsible:

- Midtown Board members, Mahamed Cali, Peter Eichten, John Richards,  
Jana Metge, Joanne Johnson, Abdul Mohamed, Wayne Bugg, Jamie  
Mendoza-Brenner, Sunshine Sevigny, Chris Lomheim, Donna Neste,  
Mahamed Cali, Katie Kirk, and Chuck Seddom

### Timeline:

- January-December - continue to reach those in need and encourage their  
involvement by dedicating funds for monthly quarter page ads in the Alley  
(submitted on the 15<sup>th</sup> of every month, weekly announcements broadcasted  
through community radio station KALY Somali Community Radio, and  
through our partnership with KRSM radio; monthly community meetings  
held every fourth Tuesday., with a focus on issues that affect the diverse,  
low-income population of Midtown Phillips; two times every month an E-  
newsletter sent out with a wealth of information about services, how to  
obtain needed help and events of interest throughout all the Phillips  
Neighborhoods, and by-weekly Zoom meetings on community issues.
- January-March - collect and read applications for those who want to be  
partners, and create MOUs with the partners to sign and date.
- April-July – organize and hold Midtown Phillips Festival
- Oct.-Dec. - Board collects reports from our outreach partners.
- Nov. or Dec. – All partners give presentations about their outreach at a  
community meeting
- Aug-Oct. - Organize for Phillips Community Clean Sweep held on the  
second Sat. of Oct.
- November - hold community meeting on crime issues

### Quantitative Goals:

- Add five more block clubs and NNO events
- Decrease crime and livability issues by 10%
- 500 participants at Midtown Phillips Festival in July
- 500 participants at Phillips Community Clean Sweep in October with the  
help and participation of outreach partners and residents of Phillips
- Hold annual meeting in February, with at least one low-income resident  
elected to the board.

### Qualitative Goals:

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- Identify the concerns and crime issues of the low-income residents of Midtown, through the events, block club organizing, partnerships, and meetings and present their issues at the monthly community meetings.

### **Outcome of Engagement:**

- Less pollution for all of Phillips
- Wealth creation and less financial crises
- Youth employment and higher education opportunities
- A decrease in crime with less livability issues
- A focus on and celebration of Midtown's rich diversity
- Good relationships with neighbors.

### **Next Steps:**

- Continue to work with EPIC on Urban Farm, which is not resolved
- Recruit low-income residents to sit on board
- Invite the newly elected 9<sup>th</sup> Ward Councilperson to listen to the neighborhood's crime concerns, and quality of life issues
- Continue to do outreach partnerships.

**Demographic Group # 2 -- Black/Somali:** 31.4% with Somali being a bigger percentage of this group, but no research resources that delineate between these two groups.

### **Initiative, activity, project or program:**

- Outreach partnership with Somali T.V. to dispense information in Somali and English by high-lighting Somali population in the life of Midtown, filming and broadcasting Midtown's main events, and announcing pertinent information concerning Somali population
- Funds directed to KALY radio that broadcasts in Somali and English to broadcast interviews, issues concerning the Somali population and announcements about Midtown events.
- New Americans Youth Soccer Club, a Midtown outreach partnership to create and engage Somali youth in an organized soccer league which participates in Midtown Phillips Festival, issues meetings and Clean Sweep, bringing them into the life of Midtown.
- Crime/livability issue meetings with Black/Somali business owners.

### **Barriers to Engagement:**

- Language, and the need for funding for interpretations.

### **Outreach and engagement strategies:**

- To build capacity in the Somali population we have partnered with Somali T.V. As partners with us, Somali T.V. broadcasts programs important to the Somali community in both Somali and English. It also keeps them in the know with information, interviews, and announcements of what is happening in MPNAI. They are funded to film the annual Midtown Phillips Festival and Clean Sweep event and broadcast them.
- Though, not an outreach partner, Midtown directs funding for paid ads and programs focused on the Somali Community in Midtown on KALY Community Radio, a hyper-local community radio station that broadcasts

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in Somali and English. This is an important way to reach out and pull the Somali community into the life of Midtown.

- The New Americans Youth Soccer Club is also an outreach partner whose youth is coached by Abdul Mohamed, a Midtown Phillips resident. The purpose of the partnership is to use soccer as a way to get youth and their families involved in the neighborhood. Mr. Mohamed's involvement in the partnership with Midtown and the Somali Community goes beyond coaching, as he has hosted Midtown meetings at the mosque on 13<sup>th</sup> and 28<sup>th</sup> St in order to dispense information about no-interest funding for home improvements, a program of MPNAI. He has organized participation in meetings on crime and safety and the Stewart Park master plan. He also brings his youth to the annual Phillips Community Clean Sweep events; and brings them to do soccer exhibitions at both Lake and Franklin Open Streets.
- Midtown has recruited Somali members of the neighborhood to sit on the board and for the past several years there has been at least one, (but many years two or three) Somali at the table. Mr. Mohamed has served as co-chair for several years. All of the above has helped Midtown build relationships with the Somali community.
- MPNAI also will continue to recruit Black members of the community to sit on the Midtown board and presently has one Black board member, a small business owner on Lake St. Midtown has been active through their by-weekly neighborhood Zoom meetings in advocating for the reduction of crime that has plagued the Black and Brown business owners on Lake St. and on Bloomington Ave. through email, calls and in person meetings with our local law makers. Wayne Bugg, a Black Lake St. business owner and board member has taken the lead in this effort.
- For many years Black/Somali members of Midtown have added a richness of knowledge and outlook in Midtown's meetings. For three board meetings this past year they have helped the board present on issues of how to make our board welcoming and one that reflects more of the diversity of our neighborhood. Because of the many issues, with COVID, the killing of George Floyd and the destruction of our immigrant small businesses on Lake St., we will probably not do any of those kinds of training/board meetings this coming year. Most of our time in this area will go toward advocating for their businesses whether lost through crime, encampments or the destruction on Lake St. Midtown will continue to do so through the by-weekly Zoom meeting with Midtown Black/Somali participants. Midtown is also working with the American Indian Community Development Corporation Outreach Services and will sign them on as new outreach partners in 2022. The encampments are a huge problem for the small businesses and AICDC will help to compassionately deal with them.

### **Resources Needed:**

- Volunteers and more funding for these outreach partners who are such a valuable part of Midtown.
- More police protection for our Black and Somali businesses.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

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## **Partners in the work:**

- KALY Community Radio
- Somali T.V.
- New Americans Youth Soccer Club
- American Indian Community Development Corporation Outreach Services
- The 3 other Phillips Neighborhoods; Phillips West, Ventura Village and East Phillips and Little Earth United Tribes, involved with Clean Sweep.
- Also for Clean Sweep the City of Minneapolis Solid Waste and Recycling and Minneapolis garbage trucks

## **Person's Responsible:**

- Midtown Board, John Richards, Jana Metge, Joanne Johnson, Abdul Mohamed, Wayne Bugg, Jamie Mendoza-Brenner, Sunshine Sevigny, Chris Lomheim, Donna Neste, Katie Kirk, Peter Eichten, Mahamed Cali, and Chuck Steddom .

## **Timeline:**

- January-December - continue to fund monthly paid ads over KALY Community Radio
- Sign new outreach partner, AICDC, if funded for outreach to encampments
- Continue to do by-weekly Zoom meetings, which include actions, advocacy and organizing around capacity building, restoration, and crime/livability issues for Black/Somali residents and businesses
- January-March - Select the Somali outreach partners, create and sign the MOU
- November-February - Recruit Somali and Black board members to be elected at the annual meeting in Feb.
- July - Somali T.V. to document Midtown Phillips Festival and broadcast
- July - New Americans Youth Soccer Club to do soccer exhibition at Midtown Phillips Festival/Open Streets
- Oct. or Nov. - Hold community meeting of all partnerships presentations.
- October -New American Soccer Club to help with Clean Sweep
- October - Somali T.V. to document Phillips Community Clean Sweep and broadcast
- No date, but as soon as possible hold community meeting with newly elected 9<sup>th</sup> Ward Councilperson and police (if we have any) to strategize about crime and livability issues affecting our Black and Somali neighbors and business owners on Lake St. and on Bloomington Ave.

## **Quantitative Goals:**

- Decrease crime for our Somali and Black business owners on Lake St. and on Bloomington Ave. by 50%.
- A return to organizing Midtown Phillips Festival which we did not do in 2020 and 2021 because of COVID, an event publicized, filmed and participated in by our Somali outreach partners
- Ten announcements on KALY radio
- Two films documenting Midtown Phillips Festival and Clean Sweep by Somali T.V.

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### Qualitative Goals:

- Support Black/Somali residents and business owners with information, and organizing in their efforts to better protect themselves and deal with the crime that surrounds them.
- By working with the American Indian Community Development Corporation shelter headed by Michael Goze, doing outreach; help the opioid users stay off the corner of 26<sup>th</sup> and Bloomington and off the front of the Bloomington Ave. and Lake St. businesses especially 12<sup>th</sup> and Lake, where Black and immigrant small businesses are located. Keep those areas clear, via Michael Goze's humane outreach.

### Outcome of Engagement:

- More business for Black/Somali business owners because of less crime and encampments
- Neighbors' children can play outside again without fear they will get a needle stuck in their feet.
- Soccer fields teaming with games of the New Americans Youth Soccer Club, without having to pull the hookers and johns out of the Port-A-Potties so they can use them, or the worry of random gun fire hitting them
- An over-all feeling of being safe again and good relationships with one another
- Build capacity through information shared via media outreach, and strong relationships with the broader community

### Next Steps:

- Community meetings and gatherings to work on solutions of livability issues, crime and encampments
- Create a new outreach partnership with the American Indian Community Development Corporation on street outreach to unsheltered residents and partner with Michael Goze to continue to do outreach to the encampments that have plagued our neighborhood and businesses.
- Advocate and support for additional funding for AICDC in their effort to create culturally specific, creative and unique housing for unsheltered residents

### Demographic Group #3 – Latinx: 32.8%

Our organizing strategy is to have all voices at the table listening to each other, building relationships and understanding. We work to ensure that we look at our census data and build an Annual Outreach plan which seeks to diversify, reflecting those demographics as well as geographic representation in the community. For this reason, we have overlap with some of our outreach partners. The Semilla Center for Healing & the Arts and Banyan Community, though not exclusive, work with a high percentage of Latinx families and youth, and the multi-lingual radio station KRSM, though they broadcast in several languages, also broadcasts programs in Spanish by Latinx community members for the Latinx community.

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

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## **Initiative, activity, project or program**

- Semilla Center for Healing & the Arts an outreach partner we will continue to work with as they mentor Latinx and other youth and heal and enrich our neighborhood through art projects and activities
- Banyan Community Outreach Partnership as they create and support block clubs, organize NNO and monthly leadership meetings
- Waite House an outreach partnership; creators of a youth community garden to provide free produce to the whole community.
- KRSM Community Radio that trains Latinx and other residents, youth and adults, in the broadcasting field, creating wealth and broadcasting in Spanish, programs of interest to the Latinx community, and announcements of Midtown events.
- Latinx youth organized by our outreach partners, Semilla, Banyan, and Waite House to be a part of Phillips Community Clean Sweep
- Latinx youth organized by outreach partners, Semilla, Banyan and Waite House to perform and exhibit Latin American dance, song, music, and art at the Midtown Phillips Neighborhood Festival

## **Barriers to Engagement:**

- The greatest barrier to engagement with the Latinx Community is, for many, their need to work two, sometimes three, low-paying jobs as explained above (for another demographic group), making it hard for them to come to meetings and organize. Because of this it has also been hard to recruit and/or keep Latinx members on the board.
- Because many are undocumented they don't open the door to strangers with clip boards, making it hard for Midtown to incorporate door-knocking into organizing activities. Higher than 1/3 of this neighborhood is Latinx.
- Language is also a barrier

## **Outreach and Engagement Strategies:**

- Probably more than any other demographic group, the Latinx community thrives when communication and organizing happens around celebration and activities. This is why Banyan Community is such an important partner with Midtown. They have gathered the Latinx community for leadership training, through their organizing of NNO and gather their leaders around a monthly breakfast to share information, learn and organize. This has built leadership and empowerment for them. Midtown plans to continue its partnership with Banyan Community in the coming year, that, as stated above, has been a powerful wealth-creator, and especially for the Latinx community. (Please note: City funds will not be used for the food at the breakfasts.)
- The Semilla Center for Healing & the Arts continues to partner with Midtown to mentor, heal, and offer training in the art of mosaics, and murals for Latin and other youth. Their outreach into the neighborhood, for Midtown with their healing arts parties this past summer has been invaluable and Midtown plans to continue this partnership in 2022.
- KRSM Community Radio will continue to partner with Midtown in the coming year, as they empower and build wealth in the Latinx community through their

# CITYWIDE NEIGHBORHOOD NETWORK & EQUITABLE ENGAGEMENT FUNDS

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broadcast training, their Spanish outreach radio programs and Midtown announcements to bring them into the life of the neighborhood.

- Three of these important outreach partners, Waite House, Semilla, and Banyan bring their youth to the Midtown Phillips Festival to create and invite festival goers to participate in hands-on art projects, and to perform culturally specific dance, song and music, in celebration of their Latinx heritage. Though COVID has kept Midtown from holding the Midtown Phillips Festival in 2020 and 2021, our plan is to pick it up again for 2022.
- All three partners bring their youth to the annual Phillips Community Clean Sweep and will continue to partner with Midtown in this annual event.
- A new strategy is to meet quarterly with Banyan Community Council, a volunteer group that is made up of Latinx and Somali women, to monitor the new strategic plan for the organization.
- Bring the crime issues involving Latinx business owners and Latinx residents to the by-weekly Zoom meetings.
- Communicate and coordinate with the Lake Street Council to support the Lake St. businesses which are primarily Latinx and Somali in the Midtown area.

### **Resources needed:**

- Spanish speakers and translation for flyers
- Volunteers for events
- More police protection for Latinx businesses
- Community police at Banyan monthly leadership meetings

### **Partners in the work:**

- KRSM Community Radio
- Banyan Community
- Semilla Center for Healing & the Arts
- Waite House
- Phillips West Neighborhood, Ventura Village, East Phillips Neighborhood, and Little Earth of United Tribes for Clean Sweep.
- Also for Clean Sweep directed funding for Minneapolis Solid Waste and Recycling and city garbage trucks

### **Persons Responsible:**

- Midtown Board, John Richards, Jana Metge, Joanne Johnson, Abdul Mohamed, Wayne Bugg, Jamie Mendoza-Brenner, Sunshine Seigny, Chris Lomheim Donna Neste, Katie Kirt, Chuck Steddom, Peter Eichten, and Mahamed Cali

### **Timeline:**

- January-December – Do monthly ads in KRSM Community Radio, Send out information in Spanish, if possible and available, in Alley Newspaper, Facebook, by-weekly electronic newsletter and on Web site.
- January-March – Select Latinx outreach partners, create and sign MOUs
- November-February – Recruit Latinx board member(s) to run for election to the board at February Annual Meeting.
- July – Latinx youth from the three partner organizations to participate in Midtown Phillips Festival

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- Oct.- Nov. – Dedicate the community meeting to partnership presentations
- October – Latinx youth from the three partnership organizations to participate in Phillips Community Clean Sweep
- November – Organize to invite Latinx community to the meeting to meet the newly elected Councilperson in our district, and police “if necessary” to discuss crime and livability issues.

### **Quantitative goals:**

- Increase the number of Latinx residents on our board
- Meet quarterly with the Banyan Community Council
- Sign MOU with the three organizations that serve mainly Latinx community, Waite House, Banyan Community, and Semilla Center for Healing & the Arts
- 12 (one monthly) announcements in about the Midtown Community meetings and/or events in KRSM Community Radio
- All three partnership’s youth groups at Midtown Phillips Festival and Phillips Community Clean Sweep
- Find 1 Latinx newspaper in which to promote Midtown meetings and events

### **Qualitative goals:**

- Support Latinx residents and business owners as they deal with crime and livability issues
- Build wealth and capacity in the Latinx community
- Heal, empower, and inform Latinx community

### **Outcome of engagement:**

- A more fully integrated community with more engagement with Midtown
- A more empowered community
- Safety for the Latinx community and their businesses
- Healthier and wealthier Latinx community

### **Next steps:**

- Initiate conversations with Latinx neighbors about being part of the board
- Organize for a meeting with 9<sup>th</sup> Ward Councilperson around issues of crime
- Create a new outreach partnership with American Indian Community Development Corporation supporting Michael Goze in their outreach to the encampments that that plague the Latinx businesses on Lake St. and on Bloomington Ave.

### **Demographic group #4 Native Americans 3.9%**

#### **Initiative, activity, project or program:**

- Create a new outreach partnership with American Indian Community Development Corporation Street Outreach, headed by Michael Goze in support for his outreach to the unsheltered addicted in encampments
- Strengthen our relationship with AIM Patrol
- Partner with Little Earth on community events and activities
- Directed funding to advertise at 950 am Radio in support of the 6-7 p.m. “Native Roots Program”
- Continue our outreach partnership with KRSM Community Radio, whose founding partners were Little Earth United Tribes, American Indian

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Community Development Corporation, Voices of Racial Justice, and Hope Community Inc. that broadcasts 12 hours of Native-led programing, along with the other multi-cultural voices of Phillips with programs in 6 languages

### **Barriers to engagement:**

- At this time, this writer cannot think of one. Midtown has good relationships with the First People of this nation, the original inhabitants of Midtown

### **Outreach and engagement strategies:**

- In the past year MPNAI has been in frequent communication with Michael Goze's outreach to the Native community in encampments. Michael was one of the guest speakers at two of our community meetings, featuring three outreach programs/agencies that worked with the unsheltered residents. In 2022 we will partner with his organization, American Indian Community Development Corporation Street Outreach in helping to move the unsheltered into culturally appropriate housing.
- Recently members of the board have gone out into the community to make a connection with AIM Patrol, who moved abused and trafficked Native women from an encampment on Franklin and Cedar into the unused property of the boarded Speedway on Bloomington Ave. for their protection. We have been advocating with them for their needs, and for their protection. Midtown has committed to strengthen and continue this relationship, by networking with AICDC and other Native organizations to explore the possibility of purchasing this property; Also to work with Michael Goze to move them into shelter before winter.
- Because it is so important for the Native perspective to be heard, we will continue to partner with KRSM Community Radio, and in 2022 direct new funding to advertise on 950 AM Radio in support of the "Native Roots Program."
- Midtown has always worked in close contact with Little Earth United Tribes and our strategy is to keep those strong relationships going, by advertising their events and programs in our by-weekly E-newsletter, Facebook and encouraging Midtown residents to attend them.
- MPNAI has funded pow-wow dances, drums and song at every Midtown Phillips Festival and will continue to do so in 2022.
- Little Earth of United Tribes will continue to welcome their participation in all of Midtown events and celebrations

### **Resources needed:**

- Volunteers to help coordinate and organize some of the efforts described above
- Adequate funding. We will not be able to do any of this without it.

### **Partners in the work:**

- American Indian Community Development Corporation Street Outreach
- AIM Patrol
- KRSM Community Radio
- Little Earth of United Tribes
- American Indian organizations, East Phillips, Ventura Village, and Phillips West for Clean Sweep and other events

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- Also for Clean Sweep the City of Minneapolis Solid Waste and Recycling And Minneapolis garbage trucks

### **Persons responsible:**

- Midtown Board, John Richards, Jana Metge, Joanne Johnson, Abdul Mohamed, Wayne Bugg, Jamie Mendoza-Brenner, Sunshine Sevigny, Chris Lomheim, Donna Neste. Chuck Steddom, Katie Kirt, Peter Eichten, Mahamed Cali

### **Timeline:**

- January-March – Select Midtown Outreach Partners, create and sign MOUs.
- January-December – Any Little Earth or Native American events will be advertised in Midtown e-newspaper, and Facebook or placed on the website
- July – Native American participation in Midtown Phillips Festival
- October – America Indian organizations participation in Clean Sweep
- Ongoing support for Michael Goze in his pursuit of acquisition of properties
- In the winter of 2021/2022 meet with co-chairs of AIM Patrol

### **Quantitative goals:**

- All unsheltered neighbors in shelter to work on sobriety and housing
- No encampments that attract drug dealers, trafficked Native women, human waste, trash and needles on the streets
- Support AIM in keeping formerly trafficked women in safe, well-run and clean housing
- 12 ads on KRSM Radio
- 10 ads on 950 AM Radio during “Native Roots”
- A Native youth group to participate in drum, dance and song at Midtown Festival
- Native American organizations to participate in Clean Sweep

### **Qualitative goals:**

- Protection for Native trafficked women
- More people sheltered or in permanent housing

### **Outcome of engagement:**

- A more informed Midtown as Native culture and values are shared with all
- A safer Phillips Community

### **Next steps:**

- Set up meeting with Michael Goze with agenda as to how we can work with him in partnership
- Foster a deeper relationship with AIM Patrol.

# NEIGHBORHOOD PRIORITY PLAN

## **Approved at January 2021 Community Meeting:**

1. Create a section to our NRP Phase II plan for Economic Development.
2. New Outreach partner in 2022 with NCR funding.
  - \$50,000 to American Indian CDC for Culturally specific Outreach services to unsheltered residents.
  - 'We are Water Protectors', a Caldecott award winning book; there is a proposal to buy a book at \$20/each for young people living at Little Earth of United Tribes.
  - Pursue additional Radio Interviews on Individual Experiences x KALY & KRSM Community Radio at \$5,000 (\$2,500 each).
3. Establish a small business grant program of \$5,000 per business; focused on businesses damaged by the civil unrest for a total amount of \$100,000.
4. Establish Community Meetings with Ryan Companies/Neighborhood Development Center on the redevelopment of the Family Dollar Store to pursue a location for small minority businesses and the possibility of creating a Community Safety Center to relocate bilingual domestic violence counselors.

## **Neighborhood Priority Plan**

### ***Economic Development -***

Mission: Foster and Support minority, family small businesses on the Lake Street Corridor from Chicago to Bloomington as well as greater Phillips Community.

Goal 1: Advocate for Policies which help small businesses thrive.

Goal 2: Advocate for Resources to Re-Build and Renovate Phillips businesses specifically those impacted by the June 2021 civil unrest.

Goal 3: Dedicate identified funding for physical improvements to businesses.

Strategies:

- Testify at City of Minneapolis Budget Hearings
- Provide testimony at the Legislature to secure additional financial resources
- Dedicate a portion of remaining MPNAI Community Participation Funding; develop a Neighborhood Participation Plan; launch a community approval process.

### **Processed Use for Approval & Timeline:**

January 2021

- Attend the NCR Department Briefing 1.27.2021 on future neighborhood funding;
- Organize & Record a Community Meeting on Lake Street Recovery;
- Solicit community and business ideas;
- Reach Out to potential vendors;
- Hold an Online meeting with bookkeeper on processes and steps to expend funds;
- Gather Community ideas thruout the month

# NEIGHBORHOOD PRIORITY PLAN

## February 2021

- Organize Community Meeting #2 on Lake Street Recovery;
- Present an overview of ideas and proposed expenditures at the MPNAI meeting;
- Present an overview of ideas and proposed expenditures at the MPNAI community meeting;
- Present at the MPNAI Annual Meeting and announce the March meeting to vote; and
- Investigate proposed vendors for expense of funds

## March 2021

- Hold Community Meeting to vote on the NPP and proposed use of CPP funds;
- Plan & Organize a Community Meeting with Ryan Companies on the Family Dollar Store vacated site due to vandalism & fire;
- Develop Scope of Service and Timeline for expenditures; Develop MOUs.

## April - December 2021

- Begin work on MOU's &/or contracts
- Organize Community Meeting to 1) orient vendors & board on programs & partnerships 2) report back year end on programs & partnerships; written report & photos will be required.

### **Communication & Promotional Vehicles:**

- Community Newsletter 2x per month
- Advertising in the Alley Newspaper and Latino Press
- Postings on MPNAI Facebook Page
- Outreach Partners promote gatherings
- Email blasts to volunteer base & board
- KRSM Community Radio Announcements
- Radio Announcements on KALY Radio
- Interviews on Somali TV
- Announcement at Monthly Block Network Breakfast sponsored by Banyan
- Community Crime Prevention Specialist will post to all neighbor block leaders
- Business contacts will post to businesses

### **Incoming Ideas for 2021 as of 1.28.2021:**

- Support for Small Lake Street businesses - Donna & Wayne & Daniel
- Support for Outreach to Encampments - Michael Goze/AICDC
- Support for Maria's Cafe - Michael Goze/AICDC
- Midtown Safety Center Re Build - Donna
- Safety Outreach March thru May on Lake Street - Mad Dads
- Policy & Funding Advocacy
- Down Payment Assistance for new Homeowners - with NRP \$ funds
- Legal Support for Insurance issues - Businesses
- Fund the 2021 Budget; update Communication budget to fund Latino advertising.
- Increase Outreach Partnership budget line item.

# CPP CONTRACT BUDGET

## Contract Budget and Cost Breakdown Midtown Phillips Neighborhood Association

Schedule A  
Payment Request 30  
Reporting Period: 12/7/21 to 12/31/21

#	COST CATEGORY	CONTRACT BUDGET	ACTUAL CUMULATIVE COSTS TO END OF PRECEDING PERIOD	TOTAL COSTS FOR REPORTING PERIOD	TOTAL COSTS THROUGH END OF REPORTING PERIOD	BUDGET BALANCE
		A	B	C	(B+C) D	(A-D) E
1	Staff Expenses	\$ 96,112.00	\$ 49,918.87		\$ 49,918.87	\$ 46,193.13
2	Employee Benefits	-	-		-	-
3	Professional Services	25,000.00	17,114.37	1,667.00	18,781.37	6,218.63
4	Occupancy/Rent – donated	12,000.00	3,751.24	-	3,751.24	8,248.76
5	Communications/Outreach	30,710.50	38,027.39	1,750.00	39,777.39	(9,066.89)
6	Outreach Partnerships	237,544.35	227,976.82	10,000.00	237,976.82	(432.47)
7	Supplies and materials	6,000.00	1,765.32	-	1,765.32	4,234.68
8	Meetings/community building events	25,488.00	13,400.17	(3,676.00)	9,724.17	15,763.83
9	Development	-	342.00	(267.00)	75.00	(75.00)
10	Fundraising	-	-		-	-
11	Other Services	-	-		-	-
12	Directors and Officers Insurance	3,600.00	4,882.23		4,882.23	(1,282.23)
13						
14						
15						
		\$ 436,454.85	\$ 357,178.41	\$ 9,474.00	\$ 366,652.41	\$ 69,802.44

# NRP CONTRACT BUDGET

Payment Request 19

## CONTRACT BUDGET AND COST BREAKDOWN Midtown Phillips Neighborhood Association

Reporting Period: 4/1/20 to 5/31/20

#	COST CATEGORY	CONTRACT BUDGET	ACTUAL CUMULATIVE COSTS TO END OF PRECEDING PERIOD	TOTAL COSTS FOR REPORTING PERIOD	TOTAL COSTS THROUGH END OF REPORTING PERIOD	BUDGET BALANCE
		A	B	C	(B+C) D	(A-D) E
1	Personnel	\$ 47,500.00	\$ 43,880.00	\$ 5,000.00	\$ 48,880.00	\$ (1,380.00)
2	Non-personnel	5,000.00	1,529.88		1,529.88	3,470.12
3	Outreach and Community Building	2,500.00	2,441.00		2,441.00	59.00
4	Professional Services	10,000.00	11,096.61		11,096.61	(1,096.61)
5	Midtown Safety Center	20,000.00	20,000.00		20,000.00	-
6	Neighborhood Signage	5,000.00	1,531.96		1,531.96	3,468.04
7	Utility Box Wraps	8,347.04	2,048.36	6,298.68	8,347.04	-
8		-	-		-	-
9		-	-		-	-
10		-	-		-	-
11		-	-		-	-
12		-	-		-	-
13		-	-		-	-
14		-	-		-	-
15						
		\$ 98,347.04	\$ 82,527.81	\$ 11,298.68	\$ 93,826.49	\$ 4,520.55

# NRP CONTRACT

## For Board Manual Time of Performance Extension - Midtown Phillips Phase II Administration NRP Funding Agreement (#C-37262)



Jana Metge <weleadeverydayu2@gmail.com>

To: Sunshine Sevigny

Friday, March 4, 2022 at 9:00 AM

A copy of this message is on the server.

Delete from server

This email should get printed out and inserted behind the 2022 operations budget too. You could make into a PDF - needs to serve as a reminder that the NRP contract needs to be requested to be extended.

Jana

----- Forwarded message -----

From: **Cooper, Bob**

All:

This message is to let you know that the time of performance for the Midtown Phillips Phase II Administration NRP Funding Agreement (#C-37262) has been administratively extended through December 31, 2022.

Please let me know if you have any questions.

Thanks.

Bob Cooper  
Manager, NRP and Citizen Participation  
City of Minneapolis, Finance and Property Services Department  
Development Finance Division  
[505 4th Avenue South, Room 620](#)  
Minneapolis, MN [55415](#)  
612-673-5239

# COMMUNITY PARTICIPATION PLAN

**FIFTH AMENDMENT TO NRP FUNDING AGREEMENT NO. C-41836  
BETWEEN  
CITY OF MINNEAPOLIS  
AND  
MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION, INC.**

(Midtown Phillips: 2017-19 Community Engagement Plan)

**THIS AMENDMENT**, entered into this 30<sup>th</sup> day of December, 2019, by and between the City of Minneapolis (herein called the "City") and the **Midtown Phillips Neighborhood Association, Inc.** a Minnesota nonprofit corporation (the "Contractor").

**WHEREAS**, the City and the Contractor have entered into that certain NRP Funding Agreement No. C-41836 dated the 12<sup>th</sup> day of January, 2017, amended the 7<sup>th</sup> day of August, 2017, the 15<sup>th</sup> day of February, 2018, the 2<sup>nd</sup> day of January, 2019, and the 8<sup>th</sup> day of March 2019 (the "Contract") for a Neighborhood Revitalization Program Action Plan activity; and

**WHEREAS**, the Contractor would like an extension to the time of performance and an increase to the Contract amount.

**NOW, THEREFORE**, the parties hereto agree to amend said Contract as follows:

1. The time of performance for services to be performed under the terms of the Contract shall be extended to December 31, 2020.
2. The Contract amount shall be increased by \$73,123.00 for a new Contract total of \$362,921.85.
3. Exhibit B-4 to the Contract is replaced by a new Exhibit B-5.
4. All other terms and conditions of said Contract unaltered hereby shall remain in full force and effect and are hereby ratified and reaffirmed.

**IN WITNESS WHEREOF**, the City and the Contractor have duly executed this Agreement on, or as of, the date first written above.

NCR Approval:

DocuSigned by:  
David Rubador  
90FA82057F494D8...

**CITY OF MINNEAPOLIS**

DocuSigned by:  
Mwende Nyimbi  
125C3C6A4B0F48E...

Its Assistant Director of Purchasing/  
Finance Officer/  
City Purchasing Agent

Approved as to form:

DocuSigned by:  
Bradley Cousins  
18B29C56971E4F8... rney

**MIDTOWN PHILLIPS  
NEIGHBORHOOD ASSOCIATION,  
INC.**

By Beth Allen A  
Its Tasha Sorensen  
Tax ID #02-0599042

# COMMUNITY PARTICIPATION PLAN

## EXHIBIT B-5

Midtown Phillips Neighborhood Association C-41836  
2017-19 Community Participation Program

	CPP Budget	4th Amendment Total	Rollover	5th Amendment Total
1	Staff Expenses	105,000.00	35,000.00	140,000.00
2	Employee Benefits	0.00	0.00	0.00
3	Professional Services	15,000.00	5,000.00	20,000.00
4	Occupancy	9,000.00	3,000.00	12,000.00
5	Communications/Outreach	10,000.00	2,000.00	12,000.00
6	Supplies and Materials	4,500.00	1,500.00	6,000.00
7	Partnerships	123,583.85	20,250.00	143,833.85
8	Meetings/community building events	20,015.00	5,473.00	25,488.00
9	Fundraising	0.00	0.00	0.00
10	Other Services:	0.00	0.00	0.00
11	Directors and Officers Insurance	2,700.00	900.00	3,600.00
		0.00	0.00	0.00
	<b>Total for Contract:</b>	<b>\$289,798.85</b>	<b>\$73,123.00</b>	<b>\$362,921.85</b>

### Notes:

- Staff expenses should include payroll, FICA, and withholding, and contract staff.
- Employee benefits should include any health insurance, retirement, or other benefits.
- Professional services should include the cost of temporary contractors, bookkeepers, accountants, etc.
- Occupancy should reflect costs related to rent, utilities, phone, websites and email expenses, and other similar expenses.
- Each neighborhood organization is required to acquire General Liability Insurance and provide a certificate of insurance to the City of Mpls. Contact your Neighborhood Support Specialist for details on required coverage & limits.
- NCR organizes bulk purchase of Directors and Officers Liability insurance for most neighborhood organizations. An additional \$900 is allocated to each neighborhood organization to cover the cost.
- Communications/Outreach should include costs of publications, printing, postage, delivery, flyers, etc.
- Translation, interpretation and ADA support should be included as part of the neighborhood organization's budget, and could include the cost of contract services for translation and interpretation, or accommodations required under the ADA.
- Supplies and materials should include office supplies as well as expenses for supplies related to ongoing programs such as block patrols, etc.
- Meetings and community building events can include those costs related to community meetings and events (excluding food and entertainment).
- Development expenses could include costs related to training, education, recognition, or orientation for board, staff and volunteers.
- Fundraising could include any costs related to fundraising for your organization (hiring of consultants, costs of materials, postage, events, etc).

2/1/2019

# CPP SCOPE OF SERVICES

## EXHIBIT A SCOPE OF SERVICES

### COMMUNITY PARTICIPATION PROGRAM

In accordance with the adopted Community Participation Program guidelines of the City of Minneapolis, the following roles are defined.

- A. ROLE OF THE CONTRACTOR. The CONTRACTOR shall be responsible for the following within the boundaries of the Neighborhood as defined by the City of Minneapolis:
1. The CONTRACTOR shall carry out the activities as outlined in its application for Community Participation Program funding (Exhibit B to this contract). Regardless of any budget contained in Exhibit B, the total compensation shall not exceed the rate stated in Section 3 of this contract.
  2. The CONTRACTOR shall follow the guidelines set forth in the Community Participation Program guidelines (incorporated herein by reference). Specifically, the CONTRACTOR shall have and follow its Articles of Incorporation and By-laws, shall have no barriers to participation and shall be a democratically elected and representative group of the Neighborhood. The CONTRACTOR shall make every effort to ensure that participation in all phases of its activities is inclusive of all members of the neighborhood and represents the diversity of that membership.
  3. The CONTRACTOR shall provide opportunities on a regular basis for residents and property and business owners to participate in the decision-making process by attending meetings and by serving on committees or task forces.
- B. REPORTING PROCEDURES.

The CONTRACTOR will be responsible for submitting a report to the Neighborhood and Community Relations (NCR) Department at the end of the contract year to account on the expenditure of all funds received through this contract. The CONTRACTOR shall provide such other reports and information as required by NCR to comply with department requirements (including narrative reports on community participation activities). All such reports are considered public documents and may be published on the City's website.

# CPP SCOPE OF SERVICES

## Community Participation Program 3-Year Funding Application 2017-2020

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Submitted by:  
Midtown Phillips Neighborhood Association, Inc. (MPNAI)  
2828 10th Ave. So., Suite #1205F  
Minneapolis, MN 55407

Fed ID #: 10256081

MPNAI Coordinator  
Margaret Moran  
[Midtownphillips@gmail.com](mailto:Midtownphillips@gmail.com)  
612.232.0018  
[www.midtownphillips.org](http://www.midtownphillips.org)

MPNAI Board Co-Chair  
Peter Eichten

MPNAI Board Co-Chair  
Abdul Mohamed

MPNAI Board Treasurer  
Jana L. Metge

Contact for CPP Grant: Jana Metge, MPNAI Treasurer and Maggie Moran, Coordinator

1. Eligibility. Midtown Phillips Neighborhood Association, Inc (MPNAI) is presently under contract and implementing the prior year's WorkPlan.
2. Community Participation efforts. Describe proposed outreach activity in the neighborhood, and methods to involve residents and other stakeholders in one or more of the three key program purposes. How will you engage residents and other stakeholders of their neighborhood in developing a Neighborhood Priority Plan?

# CPP SCOPE OF SERVICES

Midtown Phillips Neighborhood Association, Inc. (MPNAI) is working to implement our Neighborhood Revitalization Phase II plan as well as creating innovative ways to meet and engage with our Neighborhood Residents.

- Neighborhood Revitalization Phase II Plan - This plan was developed through an intensive three (3) year planning process. NRP Phase II plan was approved in November 2010 by the Neighborhood Revitalization Policy Board, in November end by the Ways & Means and Community Development Committees, and in December by a Unanimous vote of the Minneapolis City Council. This was written and noted as a 10-year plan, so we continue with its implementation through 2020.

Implementation involves prioritization, organizing community input to evaluate current status of community need and then implementation.

The plan focuses on Community Participation through a focus on Maintaining our Affordable Housing Stock, Engaging blocks to build new, affordable housing in vacant lots, Ensuring community Safety, Participating in Community Events & Forums where we can meet each other, network, and foster creative problem solving.

Neighborhood Priority Plans (NPP) will come from Implementation Items out of the NRP Phase II Plan, as well as new ideas/issues which arise from the community and not identified in our NRP Phase II plan. There may also be new initiatives which rise from our Partners, out of our Community Meetings, and from Information Booths at Community Events.

The current projects being implemented and to continue into 2017-2020 are:

- Neighborhood Tree Project - New City Church will be planting fruit trees with neighbors and doing education on how to best cultivate and harvest them.
- Public Art on Utility Boxes - We have gathered art from our neighborhood and through neighborhood meetings have chosen which art will go on the utility boxes throughout the neighborhood.
- Housing Rehab Loans - We offer, through GMHC, rehab loans at 2% interest for up to \$8,500.
- Phillips Swimming Pool - We will be negotiating and signing a contract with MPRB for \$50,000 in 2017.
- New Home Construction in partnership with Powderhorn Residents Group in 2017/2018.
- CEPRO site - We have been working closely with Hennepin County and Midtown Community Works to groom and plant the CEPRO site, while staying at the table to discuss future options for programming and use. There are remaining NRP dollars contracted with Hennepin County for this project.
- Discussions with Andersen School, Stewart Park, and the adjacent blocks in Traffic Calming and the Safe School Safe Park Public Works project will continue. This project is focused upon enhancing walkability and safety on and around 12th Ave., 26th & 28th Streets.
- 'Southside District Park Planning', a Future Public Realm & Parks 20 year plan. We organized participation for the Parks portion of this plan. Moving forward we will monitor and participate with the Plan Implementation. We also will be monitoring the City's portion of this plan, as it affects the Sustainability of not only Stewart Park, but East Phillips Park, Phillips Community Center, and Peavey Park.
- The Midtown Phillips Traffic Study was a motion coming from a Community Meeting, followed by Board action and funding proposed in the 2017 Budget. The first step will be to build a Scope of Service to define what the Traffic Study will cover. MPNAI's role will be to 1) Develop a Scope 2) Post, Collect Bids, Select & Hire Consultant, and 3) Organize & Engage to Community to Participate.

Community Notification & Outreach mechanisms utilizing our Community Participation funds for 2017-2020 will be:

- Community monthly Meetings & Forums on specific issues (Safety, Events, Land Use, Re Development, Urban Planning, Public Realm Transportation, Small Business Needs) are held. These are advertised in our Community Newspaper, the Alley and posted through emails by District Reps & Board members. Most importantly we believe in personal contact. People come because they feel welcome. Nothing is better than a personal invite or phone call.
- Neighborhood Partnerships

# CPP SCOPE OF SERVICES

- Banyan Community
  - St Paul's Youth / HOTB
  - Somali Radio Station
  - New American Youth Soccer Club
  - Fruit Tree Project
- A new idea to build Community Policing is to host quarterly 'Meet & Greets' between residents, property owners, businesses, Police and City/County/Park staff.

Additionally, to build community policing and collaborations, we have a partnership with West Phillips, Allina, Children's Hospital, and other business partners. Together we created the Midtown Safety Center during our 'Weed & Seed' federal grant days and have sustained operating costs and the partnership since then. The Safety Center is staffed by a full time Community Crime Specialist, Domestic Abuse Resources/staff, and Hennepin County Adult Probation. Information is available at the Safety Center and neighbors can complete crime reports there if no computer is available at home. The Safety Center provides support for block leaders and participates in community events. Minneapolis Police stop in and out of the Safety Center. The Safety Center is available for Community Meetings.

- Social Media; Facebook, Next Door, Website, Email blasts. A monthly newsletter which highlights city policies affecting Midtown Phillips, Events, Activities, Projects, and community meetings.
  - Advertising in The Alley Newspaper is both in print version and an online version.
  - We will continue to utilize Community Events for Outreach and partner with 'Open Streets' both along Franklin Avenue and Lake Street.
3. Building organizational capacity - How will you work to: a) provide opportunities for direct involvement of members b) build membership and volunteer base c) encourage and develop new leadership, and d) expand the organization's capacity through self assessment and other activities.

Through MPNAI Partnership Projects, residents participate in a variety of neighborhood activities.

In 2016, the Banyan Community added 4 new block clubs, developing leadership within Midtown Phillips. Heart of the Beast Puppet & Mask Theatre, in partnership with St. Paul's Lutheran Church, worked with over 30 youth to train them in job skills, leadership development, and enhanced artistic talents. St. Paul's Lutheran Youth has been doing a door-knocking initiative, asking about the value of public art in our neighborhood. The New American Youth Soccer Club, has worked to engage hundreds of parents on issues of safety, access/use of Stewart Park, participation in our neighborhood Clean Sweep, and encouraging community building. The Somali American Radio has been crucial in increasing our volunteer base and getting the word out about ways to volunteer in the Midtown Phillips Neighborhood and citywide issues affecting the Community.

Some ways to encourage participation in 2017 could include Board members meeting with newly interested residents, emailing, and calling. Personal invitations to Community Meetings and events is what gets people out. We also could utilize the Next Door social media. Banyan Community hosts a monthly networking breakfast. This builds relationships and is crucial in sharing ideas.

Once our neighbors come to a gathering, we will work to ensure that all are welcomed everyone want new participants to come back - be involved. We will also set up ways to get feedback from our participants at community meetings and at our Annual Meeting.

We will network with training through the U of M/ CURA or the NCR Department, as well as set up Board & Volunteer Planning sessions.

We plan to explore ways to bring our partnerships and their participants together at least one time per year. Our Vision will be that partnerships will be an introduction to MPNAI, that interest will be developed within the participants, and that future MPNAI committee and board involvement will be a future step.

A new Outreach Initiative from community discussions and our Board Planning sessions

Is to conduct door to door outreach and a neighborhood asset inventory. We would work with a planning team to train neighbors, to go door to door, and to map neighborhood assets. This information would then be used in creating annual organizational goals, help provide direction to our work, as well as generate a list of assets and resources in our neighborhood which may lead to future projects and

# CPP SCOPE OF SERVICES

criminal activities. We have seen criminal activity skyrocket in parts of our neighborhood, which if not addressed, will drive families out. Presently, this is still the top concern in our community - Safety on our Streets, on our Bus Stops, at our Neighborhood Parks, and in/around our businesses. The Midtown Safety Center plays a key role in all of these strategies.

The Minneapolis City Attorney's office has been invaluable in helping to create solutions to Livability Crime, which can destroy a community. They have been participatory through the 3rd Precinct Community Prosecutor who is a City Attorney assigned to the 3rd Precinct. A monthly court watch meeting is held to review individual cases, share information, and discuss public policy. Many a legislative initiative has come from this group.

Minneapolis Solid Waste & Recycling - The City Clean Sweep Coordinator, Michelle Howard, has been fabulous. She is available to problem solve, work with us on trash needs, and do Community Education thru Events. She is also extremely responsive with Graffiti Reports.

Minneapolis Parks and Recreation - We continue to have communication issues with MPRB. Notifications from Headquarters on crucial meetings continue to get to us with a 1-2 week notice. It is imperative to receive these notifications by the 15th of the month prior to the meeting. We can then get the information in our monthly newsletter, in our Community Newspaper which comes out monthly, and announce at our monthly community meeting.

Besides the technical aspects of notifications from MPRB, people have schedules - maybe work 2 jobs - maybe need to arrange childcare. It is difficult to participate without ample notification. We would also like to see these notifications in at least Spanish and Somali.

Public Works Street & Parking & Traffic -

We had serious lack of enforcement issues of an approved Traffic Demand Management Plan for the 24th St Madina Market. We have a strong coalition of residents working tirelessly to get the TDMP enforced. Traffic violations continue to be high and livability in the area is being affected.

We will be strengthening our participation in upcoming community discussions around the 'Safe School' initiative. This grant-funded project needs further conversations with impacted residents. We shall seek that these discussions occur prior to and throughout the implementation of this project.

CPED Development Staff - A goal of having a 30/hr Coordinator will be to develop these relationships with CPED and determine what development activities are proposed for Midtown Phillips and ensure a neighborhood voice into any Public project.

The Minneapolis Planning Department appears to no longer partner with neighborhoods within the Community Engagement Plan for the Minneapolis Comprehensive Plan. With a background in Urban Planning, we will explore hosting our own planning sessions utilizing the online ToolKit and then providing feedback to the Project Lead for the Minneapolis Comprehensive Plan update.

After 25 years of planning and development done together, it is unfortunate that their presently is a disconnect with value Neighborhoods can bring to a project or how connected to community neighborhoods can be. It also appears that Place-based development may not be a prioritized approach presently. We will continue to provide input on how a place based focus and Citywide initiatives can and do work together. An engaged community increases the future sustainability of any project.

6. Involvement of under-engaged stakeholder. Organizations should discuss which stakeholder groups are typically unengaged or under engaged in their work, and how they will work to engage these groups. Organizations should also discuss how the NCR Department could help with this work.

Our partnerships are our approach for broadening participation and engagement.

The Somali Radio Station is the first of its kind, broadcasting news, important information, and programming in Somali, reaching a demographic that is normally left out in city processes. St. Paul's Lutheran Church engages a large Latino population in their art efforts and programs, including Latino youth, through their art publication. Heart of the Beast works directly with Native youth, youth of color, and low-income youth in the neighborhood to create stories of hope and beauty. Through the New American Youth Soccer Club, over a hundred youth have been given the opportunity to build community on the field, learn necessary leadership skills, and live a healthy lifestyle. Our board is still completely under-representative of our Latino community. Our Latino neighbors are very engaged with Phillips Clean Sweep and our Partnerships. So, hopefully our

# CPP SCOPE OF SERVICES

partnerships will help with making sure the Midtown Phillips Board has our Latino voice represented at the table. This is a goal for 2017, has been a long-term goal, and a purpose of our Partnerships.

## 7. Housing Activities. Housing & Housing Related Activities. Organizations should estimate the percentage of time to be spent on these issues.

Housing, Transportation, Neighborhood Safety, and Community Building continue to be our core issues.

40% of organizational time focuses on Housing issues. This past year we hosted a session on Renter concerns & rights. CPED forwards to us proposals for vacant lot reuse, proposals for new home construction, proposals for mixed use developments, and housing rehab proposals.

City Council Committee agendas are monitored to ensure that the neighborhood has a voice on all publicly funded projects going forward to City Council. We also contract with GMHC/Greater Metropolitan Housing Corporation on a Midtown Phillips Rehab Loan. Much of our staff time may be devoted to Housing & Land Use issues. For the past few years we have wanted to start a Land Use/Housing Committee. Staff support can assist us with the capacity building needed to sustain a Housing/Land Use Committee. Presently, these issues are taken up 1) by organizing/notifying the adjacent & impacted community, 2) providing discussions at our monthly community meetings, and 3) Documenting the public discussions and forwarding to city staff/elected officials.

We believe strongly in and try to adhere to the City of Minneapolis Core Principles of Community Engagement:

- 1 Right to be involved – Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
- 2 Contribution will be thoughtfully considered - Public participation includes the promise that the public's contribution will be thoughtfully considered.
- 3 Recognize the needs of all - Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision-makers.
- 4 Seek out involvement - Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
- 5 Participants design participation - Public participation seeks input from participants in designing how they participate.
- 6 Adequate information - Public participation provides participants with the information they need to participate in a meaningful way.
- 7 Known effect of participation - Public participation communicates to participants how their input affected the decision.

We hope in 2017 that City Departments as well as the Minneapolis Planning Commission will be oriented with the leadership that prioritizes the neighborhood voice. Nothing disempowers folks more than organizing to given voice on an issue only to find it is not wanted or heard.

We believe that the NCR Department and City Coordinator are crucial to the implementation of City Departments and Commissions following the City Council approved Principals of Community Development.

## 8. Unused Funds.

MPNAI requests that remaining 2014-2016 CPP funds and Community Participation Funds set aside to be available for Neighborhood Priority Plan Implementation be rolled over into the 2017-2020 contract. Specifically, we wish to add \$20,000 to our Partnership line item, then add some to Staffing & Communications. Any remaining funds would be directed to our Neighborhood Priority Plan line item.

The Neighborhood Community Relations Department can help us by rebuilding relationships and developing mutual respect between the Minneapolis Planning Department, CPED, City Departments, and Neighborhoods. Neighborhoods came out of Planning Districts and should be an outreach arm and support for the Planning department and elected Officials. Fostering discussions on the value and logic of Placed-Based Organizing would be extremely helpful. Reviewing the City Council approved Principles of Community Engagement with all Planning staff, the Planning Commission, and Councilmembers is crucial. If Neighborhood Organization input is not welcomed or wanted, this should be publicly stated. When we

# CPP SCOPE OF SERVICES

organize to a Planning Commission meeting and those testifying are not listened to, it deters future involvement or empowerment of that neighborhood resident. The experience with the City is soured and future involvement with the neighborhood organization threatened.

Additionally, we hope to work with NCR and other neighborhoods on the Future of Neighborhoods 2020.

<b>Contract Budget:</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Staff Expenses	\$35,000.00	\$35,000.00	\$35,000.00
Employee Benefits	\$0.00	\$0.00	\$0.00
Professional Services	\$5,000.00	\$5,000.00	\$5,000.00
Occupancy	\$3,000.00	\$3,000.00	\$3,000.00
Communications/Outreach	\$2,000.00	\$2,000.00	\$2,000.00
Supplies & Materials	\$1,500.00	\$1,500.00	\$1,500.00
Partnerships	\$20,250.00	\$20,250.00	\$20,250.00
Events	\$5,473.00	\$5,473.00	\$5,474.00
Fundraising	\$0.00	\$0.00	\$0.00
Other Services	\$0.00	\$0.00	\$0.00
	<hr/>	<hr/>	<hr/>
	\$72,223.00	\$72,223.00	\$72,224.00
D & O Insurance	\$900.00	\$900.00	\$900.00
<b>Total for Contract</b>	<b>\$73,123.00</b>	<b>\$73,123.00</b>	<b>\$73,124.00</b>
Development/NPP	\$75,000.00	\$75,000.00	\$75,000.00

## City Notes on Funding application:

- Staff expenses should include payroll, FICA, and withholding, and contract staff.
- Employee benefits should include any health insurance, retirement, or other benefits.
- Professional services should include the cost of temporary contractors, bookkeepers, accountants, etc.
- Occupancy should reflect costs related to rent, utilities, phone, websites and email expenses, and other similar expenses.
- Each neighborhood organization is required to acquire General Liability Insurance and provide a certificate of insurance to the City of Minneapolis. Contact your Neighborhood Support Specialist for details on required coverage and limits.
- NCR organizes bulk purchase of Directors and Officers Liability insurance for most neighborhood organizations. An additional \$900 is allocated to each neighborhood organization to cover the cost.
- Communications/Outreach should include costs of publications, printing, postage, delivery, flyers, etc.
- Translation, interpretation and ADA support should be included as part of the neighborhood organization's budget, and could include the cost of contract services for translation and interpretation, or accommodations required under the ADA.
- Supplies and materials should include office supplies as well as expenses for supplies related to ongoing programs such as block patrols, etc.
- Meetings and community building events can include those costs related to community meetings and events (excluding food and entertainment).
- Development expenses could include costs related to training, education, recognition, or orientation for board, staff and volunteers.
- Fundraising could include any costs related to fundraising for your organization (hiring of consultants, costs of materials, postage, events, etc).

# NRP PHASE II SCOPE OF SERVICES

January 2015

## **Goal 4: Strengthen Cultural, Recreational, and Educational activities**

Objective A: Engage community members including Youth, Teens, Young Adults and Elder residents to broaden community identity and provide Midtown organization input.

Strategy 1: Support community Sports Associations and encourage participants to engage in all neighborhood activities.

## **Goal 5: Improve recreational opportunities that serve neighborhood residents and improve the natural environment.**

Objective A: Build neighborhood resource use by ensuring that all community members have access to safe and enjoyable facilities.

Strategy 1: Maintain strong communications with the Minneapolis Park and Recreation Board (MPRB). Work with planning, programming, security, and maintenance staff on current concerns and future needs.

Resources: CPP/Community Participation Funds

See Midtown Phillips Neighborhood Association, Inc NRP Phase II plan Appendix/Research. 53% of respondents prioritized more youth activities and support for the Phillips Pool mentioned in comments.

## **Project: Phillips Community Center Pool Renovation & Expansion Project**

Purpose: To ensure the renovation and future use of an existing deep water indoor pool and to ensure that Phillips neighborhood children, adults, and Elders have access to the pool for exercise, enjoyment, and swimming lessons.

Timeline: January 2015 - December 2016

MPNAI will:

- Work with Minneapolis Swims, MPRB, and Phillips Community neighborhoods to ensure a successful fundraising campaign and successful pool renovation and expansion.
- Work with Minneapolis Swims, MPRB, and Phillips Community neighborhoods to ensure access for Phillips residents for enjoyment, lessons, and fitness.
- Assist with any media or fundraising Events to promote the Phillips Pool and partners.
- Promote the Phillips Pool programs throughout the Midtown Phillips Neighborhood.

Minneapolis Swims and MPRB will:

- Report to MPNAI no less than 2x per year on program, scholarship, and fundraising updates.
- Include MPNAI on all press releases and media coverage as a partner in the project.
- Provide MPNAI with an Annual Report to include funding secured, requested, pledged and Budget for the project, both capital development budget and operating budget

- Work with Phillips Neighborhoods to develop Phillips Pool programs
- Work with Phillips Neighborhoods to market and promote Phillips Community Pool.
- Include MPNAI in the future Ribbon Cutting Event & Program

CPP Funds Requested: \$50,000

This amount to be drawn from the CPP 2012-2013 Allocation awarded to MPNAI.

Community Engagement History:

Midtown Phillips Resident Shirley Heyer was appointed to a Multi Neighborhood Workgroup to Save the Pool. She has participated in this for three (3) years.

Tuesday, November 25th, 2014 - Vote at monthly Community Meeting to propose to the Community to dedicate \$50,000 of CPP 2012-2013 awarded grant funding to Phillips Community Pool; Neighborhood Priority Plan developed; Promote for Discussion/ Vote at January 2015 MPNAI Community Meeting.

MPNAI will report results to the City of Minneapolis Neighborhood Community Relations Department on an Annual basis.

# ADMINISTRATIVE HISTORY

## Years 1-3: 2012-2014

- Brought in Bookkeeper & Accountant CPA
- Reviewed all finances from 2011 to present to ensure accurate coding; created chart of accounts; ensured monthly reconciliations
- Ensured that IRS and AG filings are current
- Ensured Secretary of State filing
- Worked with Accountant to get monthly financial statements set up
- Secured a donated Office space
- Set up mail box and changed address
- Set up electric deposit with the bank for city reimbursements
- Collected all equipment located at volunteer homes and but in office
- Collected program, contract, and finance archives from volunteer homes and place in office.
- Hired Organizational consultant to file office
- Created monthly newsletter and built data base to expand community notification
- Created a Facebook presence
- Updated & Enhanced website
- Ensured minutes & agendas are on website
- Extended the 2011 CPP contract
- Developed a \$10,000 NRP Admin. Contract
- Contracted NRP Phase II Housing dollars
- Created an Organizational Budget
- Wrote the 2012-2014 CPP Grant proposal
- Completed the Audit, wrote Management responses, reviewed with City, approved
- Developed and/or Updated existing Organizational policies
- Created a Fixed Asset Policy
- Explored resident proposal to expand the Board creating District Representatives
- Ensured that current 990 is on the website
- Developed hiring processes for policy
- Funding released, not frozen by city
- Created contract for 2014-2016 CPP Grant utilizing 2012-2013 text
- Created NPP fund for NRP Phase II Implementation and other potential projects
- Created Community Engagement processes for CPP Grant thru community meetings
- Implemented CPP 2014-2016 contract to include creating MOUs with identified partners
- Paid bills, filed Reimbursement requests

- Hired PT staff utilizing a non profit partnership PPL
- Conducted Board Orientation w NCR staff
- Created a Board Handbook
- Created a CEPRO file and determine contract completion status & if any remaining funding (contingency fund). Researched remaining funding for capital \$ Program.

## Years 3-4: 2015

- Hired book keeper & Accountant
- Completed Items in the Audit Management Response as identified in past Audit
- Paid bills, filed reimbursements request
- Consultant created Employee Handbook and Personnel policies for future use
- Reviewed AAEO policy and ADA policy
- Consultant Created job descriptions for Board Officers
- Consultant filed Office, oriented Board
- Board reviewed Non Profit Law and duties of Board
- NCR scheduled another Audit to review & ensure that prior Audit Management responses were in place
- Continued all in yrs 0-3

## Year 5: 2016

- Functional Office in place as well as Employee space at PPL Office
- Laptop Computer purchased and Printer available at PPL
- Office Phone and Number established
- Hired one FT Coordinator
- Continued compliance with All of above

This plan included no program. Fiscal and Administrative issues only. A copy of program can be found in the past CPP Annual Report found on the NCR website.

# OFFICE INVENTORY

Midtown Phillips Neighborhood Association, Inc.  
Office Inventory, January 2015

The following items are in the MPNAI office:

## **Event Supplies:**

2 canopy tents  
Misc. Styrofoam plates, cups, serving spoons, silverware and napkins  
Prizes: toy cars, gum  
20 Midtown Phillips Festival signs  
5 Montar Ponis signs  
Clean Sweep banner

## **AV and Computer Equipment:**

Projector	Optoma EP719	SN O82G641AAACRR2185
Projector	Epson PowerLite Presenter	SN MBQF9X1313L
Laptop Computer	Toshiba Satellite P105-S6104	SN X6107483W
External hard drive	Hitachi	SN VAGGM4GV
TV/VHS player	Magnavox	
Speakers (1 large, 2 small)		
Projector screen		
Tripod		
1 box of software and manuals		

## **General office equipment:**

Microwave  
Small refrigerator  
Toaster  
2-drawer file cabinet and bookshelf, black  
L-shaped desk with two matching chairs, black  
Coat rack  
4 misc. chairs (2 in very poor condition)  
4 plastic portable file boxes (1 large, 3 small)  
Office supplies: colored paper, office paper, file folders, envelopes, labels, stapler, hanging files, 3-hole punch  
Various large maps

# \*SAMPLE\*

## LETTER OF AGREEMENT

December 10, 2014

Midtown Phillips Neighborhood Association, Inc.  
Attn. Jana Metge, Treasurer

Dear Ms. Metge,

The purpose of this letter is to set forth the terms of the agreement between Midtown Phillips Neighborhood Association, Inc. and Willow Consulting (“Willow Consulting”), regarding consulting services provided to Midtown Phillips Neighborhood Association, Inc. from January 5, 2015 through April 30, 2015.

### I. Services Scope.

#### **Willow Consulting will provide:**

##### Office organization:

- Ensure Invoices/Billing files are completed for 2013-current
- Ensure 2011-2014 Board minutes are complete, approved, signed by President and in file
- Ensure that 2011-current Bank Reconciliations are completed and filed
- Ensure that General Insurance Document is on file
- Ensure that contract amendments are on file for all current NRP contracts
- Ensure that Board Conflict of Interest statements are on file
- Start files for monthly community meetings
- Ensure CPP 2011-2012 contract is in file
- Ensure that 2014-2016 contract is in file
- Ensure that copies of all reimbursement requests for current contracts are on file
- Ensure NRP contract is on file
- Ensure Inventory of all Office Equipment & Furniture is on file
- Complete and gather CEPRO file
- Collect and file Xcel power lines testimony
- Develop annual files for Clean Sweep, Midtown Phillips Festival and Annual meeting
- Develop files for Banyan Partnership-MOU added to Board Manual
- Develop files for HOTB/St Paul's Partnership-MOU added to Board Manual
- Develop file on Agreement with the Alley Newspaper for outreach partnership
- Work with the board to purchase translation headsets or propose an alternative

##### Staff support:

- Draft a staff work plan for 2015 for the board to review and finalize
- Help train the new staff person

##### Assistance with policy development and review of the financial audit:

- Draft the following policies for the board’s review:
  - Employee Handbook/Personnel Policy
  - Job descriptions for Board Officers, District Reps, and Board members at large
  - Bylaws
- Review with the Board the 2013 Audit Management Responses and ensure awareness and compliance

##### Board training:

- Conduct a new board member training session that includes the role of a board, the board’s relationship with staff, and how to read financial statements
- Present a recommendation for future training opportunities to the board
- Start a list of nonprofit/neighborhood organization best practices

#### **Midtown Phillips Neighborhood Association, Inc. will:**

- Assign 2-3 people to act as the Guiding Team for this project
- Provide the materials necessary to complete the office organization (key, file cabinets, file folders, etc.)
- Ensure that all available files are in the office by the contract start date

2. Term. The services to be provided under this Agreement shall begin as of January 5, 2015, and shall continue through April 30, 2015. This Agreement may be renewed for up to one additional month at the option of Midtown Phillips Neighborhood Association, Inc. The renewal shall be effective only if Midtown Phillips Neighborhood Association, Inc. delivers written notice of the renewal to Willow Consulting at least 10 days prior to the date on which the Agreement would otherwise terminate.

3. Termination. This Agreement may be terminated at any time by either party with or without cause on 30 days' written notice to the other party.

4. Work Product is Property of Midtown Phillips Neighborhood Association, Inc. All rights, title and interest in and to the work resulting from Willow Consulting's engagement by Midtown Phillips Neighborhood Association, Inc. under this Agreement belongs exclusively to Midtown Phillips Neighborhood Association, Inc., including all rights provided under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection.

5. Subcontractors. Willow Consulting may use subcontractors in performing its obligations under this Agreement.

6. Compensation. In consideration of the services provided by Willow Consulting, Midtown Phillips Neighborhood Association, Inc. shall pay Willow Consulting \$75.00 per hour spent by Willow Consulting in performance of the services, with the total amount of compensation payable under this Agreement not to exceed \$10,000.00, without prior approval from Midtown Phillips Neighborhood Association, Inc.. However, it is understood that variations in work hours is expected over the course of the contract and no prior permission is required as long as those hours do not exceed the total amount of \$10,000.00 for the entire contract. Midtown Phillips Neighborhood Association, Inc. shall pay Willow Consulting after receiving a monthly invoice detailing specific dates and hours worked along with specific activities undertaken each day worked. Payment shall be made no longer than 30 days after receipt of invoice.

7. Willow Consulting Representations and Warranties. Willow Consulting is an independent consultant and has all requisite power and authority to enter into and perform its obligations under this Agreement.

8. Nonexclusive Agreement. Nothing herein shall preclude Willow Consulting from performing similar services for other entities nor shall it prohibit Midtown Phillips Neighborhood Association, Inc. from engaging other persons to perform the same or similar services.

9. Employment Not Intended. In the performance of the Agreement, it is mutually understood and agreed that Willow Consulting is at all times performing as an independent contractor and not as an employee of Midtown Phillips Neighborhood Association, Inc., and that Willow Consulting shall not have any claim under this Agreement or otherwise against Midtown Phillips Neighborhood Association, Inc. for income taxes, employment taxes, workers compensation, unemployment insurance benefits, or other employee benefits, all of which shall remain the sole responsibility of Willow Consulting. Willow Consulting shall indemnify and hold Midtown Phillips Neighborhood Association, Inc. harmless from any and all loss or liability arising with respect to any of the foregoing benefits including, but not limited to, fringe and/or pension benefits, or withholding with respect to Willow Consulting or its employees.

10. Agency Not Intended. Midtown Phillips Neighborhood Association, Inc. shall have no power or right to incur any liability or obligation in the name of Willow Consulting and shall have no power or right to bind Willow Consulting to any contracts or agreements. Willow Consulting shall have no power or right to incur any liability or obligation in the name of Midtown Phillips Neighborhood Association, Inc. and shall have no power or right to bind Midtown Phillips Neighborhood Association, Inc. to any contracts or agreements unless specifically delegated by Midtown Phillips Neighborhood Association, Inc..

13. Notices. All notices to either party pursuant to this Agreement shall be in writing and shall be given by personal delivery or certified mail.

14. Assignment. Neither party shall assign the rights nor delegate the duties arising hereunder, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted assignment or delegation without such prior written consent shall be null and void.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

16. Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and signed by duly authorized representative of both parties.

17. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota. Any action arising out of or relating to this Agreement shall be brought in the State of Minnesota.

18. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

If the terms and conditions of this Agreement are acceptable, please sign below and return this letter to me, retaining a copy for your records.

Sincerely,  
Amy Arcand, Willow Consulting, Principal

Accepted and agreed to this XX day of December on behalf of Contractor.

By \_\_\_\_\_  
Amy Arcand, Willow Consulting, Principal

Accepted and agreed to this XX day of December on behalf of Midtown Phillips Neighborhood Association, Inc.

By \_\_\_\_\_



# CEE HOME LOAN PROGRAM GUIDELINES

## **Program Overview:**

The Midtown Phillips Neighborhood Association Inc. (MPNAI) is making available NRP dollars that have been designated for home improvements in the Midtown Phillips neighborhood. The intent of the MPNAI Loan and Grant Program is to encourage investment in the neighborhood and to maintain and the housing stock. Other sources of funds are also available, such as MHFA and CEE, which may be used to supplement a MPNAI loan or are deemed the most suitable by CEE for an individual applicant.

## Revolving Loan Program

1. Interest Rate: 0%. Interest rates are subject to change. MPNAI will notify CEE of any interest rate changes in writing.
2. Loan Amount: Minimum loan size of \$1,000 and maximum of \$7,500.
3. Loan term: Generally one year per thousand dollars borrowed up to a maximum of seven (7) years.
4. Eligible Properties: Properties with up to 4 dwelling units located within the boundaries of the Midtown Phillips neighborhood. Condominiums, Cooperatives, Townhomes and properties held in a Trust are eligible.
5. Ineligible Properties: Include dwellings that are more than 4 units, manufactured homes, time shares, and properties used for commercial purposes.
6. Eligible Borrowers: Owners of 1-4 unit properties within the Midtown Phillips Neighborhood who meet the program guideline criteria. Properties held in a trust are eligible.
7. Ineligible Borrowers: Include but are not limited to: co-borrowers with no ownership interest in the subject property and business entities.
8. Ownership / Occupancy: Must be Owner-occupied. Contracts-for-deed are evaluated on a case by case basis by MPNAI.
9. Loan - to - Value Ratio: The ratio of all loans secured by the property, including the new MPNAI loan, must not exceed 110% of the property value as established by current property tax statement, real estate market assessment, Zillow report or a certified real estate appraisal within the last 12 months. There is no Loan-to-Value Ratio requirement for Cooperative units.
10. Income Limit: There is no maximum income limit for the program.
11. Debt- to-Income Ratio: Applicants must have the ability to repay the loan. Applicants who have a debt to income ratio in excess of 50% will be denied loan financing. Debt obligations include, but are not limited to; mortgage payments, property tax, insurance escrow payments, student loans, personal or auto loans, credit card payments, revolving debt payments and the new MPNAI loan.

# CEE HOME LOAN PROGRAM GUIDELINES

12. Underwriting / Credit Requirements: Applicants must have acceptable credit history. Borrowers must be current on housing payments and property tax payments.

13. Multiple Loans per Borrower: Multiple MPNAI revolving loans per borrower are eligible as long as the total outstanding balance of any existing MPNAI and new MPNAI loan doesn't exceed the maximum eligible loan amount and any existing loan(s) are current on payments. Recipients are eligible to utilize the Emergency Repair Deferred Program at the same time as the Revolving Loan program, but the dollar amount of the loans combined must not exceed the maximum loan amount possible, that being \$7500).

14. Eligible Improvements: Exterior improvements, hardscaping (patios, decks, sidewalks, pavers, retaining walls, tree removal), major mechanical (HVAC, water heater, plumbing and electrical), asbestos removal, radon and lead mitigation and energy improvements (HVAC, windows, doors, solar and insulation). Other improvements that may create a health hazard to the occupants.

15. Ineligible Improvements: Work initiated prior to the loan being approved and closed. Interior remodeling improvements. No recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas, whirlpools, etc.), furniture, skylights, non-permanent (built-in) appliances. Funds for working capital, debt service or refinancing existing debts are NOT allowed. CEE will refer to MPNAI whenever eligibility of an improvement project is questionable.

16. Bidding: Except when labor is provided by the borrower, the borrower must provide a minimum of 1 bid for each improvement project under \$5,000 and 2 bids for each project more than \$5,000. All contractors must be properly licensed. Permits must be obtained when required by City ordinance. CEE will provide assistance with selection of a licensed contractor by providing a list of contractors to the loan applicant.

17. Sweat Equity: Work can be performed on a "sweat equity" basis. Loan funds cannot be used to compensate for labor even if the owner is a licensed contractor, only for materials. Loan funds cannot be used for the purchase or rental of tools or equipment, only for materials. Materials must be purchased and installed prior to the disbursement of the loan proceeds. When applicable, a signed City Inspections Department permit must be obtained by the borrower. For projects not requiring a permit, a CEE representative will verify the project is complete. Only 1 material estimate is required for sweat equity projects.

18. Property Inspection: Not required

19. Post Installation Inspection: Properties are subject to a post installation inspection by CEE when a permit is not required. Where a permit is required, the work must be signed-off by a City inspector prior to release of funds.

20. Work Completion: Weather permitting, all work must be completed within 120 days of loan closing. Extensions may be granted by CEE.

21. Loan Security: All NRP loans will be secured with a mortgage in favor of the City of Minneapolis, unless the loan is to a Cooperative unit.

# CEE HOME LOAN PROGRAM GUIDELINES

## Emergency Repair Deferred Loan Program

1. Interest Rate: 0%
2. Loan Amount: Minimum of \$1,000; Maximum of \$5,000
3. Loan term: Loan will be deferred until the borrower sells, transfers title of the property or becomes Non-owner occupied, at which time 100% of the loan is due.
4. Eligible Properties: Owner-occupied properties with up to 4 dwelling units located within the boundaries of the Midtown Phillips Neighborhood. Condominiums, Cooperatives, Townhomes and properties held in a Trust are eligible.
5. Ineligible Properties: Properties with more than 4 dwelling units, manufactured homes, time shares, and properties used for commercial purposes.
6. Eligible Borrowers: Owners of 1-4 unit properties within the Midtown Phillips Neighborhood who meet the program guideline criteria. The borrower must not be eligible for any other financing administered by CEE in order to obtain an Emergency Deferred Loan.
7. Ineligible Borrowers: Include, but are not limited to: nonresident owners, non-occupant co-borrowers and business entities.
8. Ownership / Occupancy: Must be owner-occupied.
9. Loan- to-Value Ratio: N/A
10. Income Limit: None
11. Debt- to-Income Ratio: N/A
12. Multiple Loans per Property/Borrower: Multiple emergency loans on a property are allowed if the balance is within the overall maximum loan limit.
13. Eligible Improvements: An emergency is defined as an imminent condition that makes a house uninhabitable, dangerous to the occupants, or is capable of causing severe health problems. Repairs that will remedy such emergencies are eligible. Examples of eligible repairs include, but are not limited to water lines, sewer service, fire hazards, repair to exterior steps, railings, retaining walls, water seepage into basement, structural problems, or replacement of a furnace or hot water heater.

# CEE HOME LOAN PROGRAM GUIDELINES

Repairs that remedy code violations and those needed to address home repairs before they significantly devalue the home and become much more serious problems, are also eligible whether or not the city has issued a code violation. Examples of eligible repairs include, but are not limited to, leakage around windows, tree removal if causing damage or can cause damage to property because of the health of the tree or causes loss of homeowners insurance, rotting fascia, holes in siding and/or roofing due to animals, roof leakage, crumbling brick or concrete and deteriorated retaining walls. CEE will determine eligibility of projects.

14. Ineligible Improvements: Work initiated prior to the loan being approved and closed. Personal property items, including appliances, furniture, hot tubs, swimming pools, and other luxury items, exterior plumbing (e.g. sprinkler systems), non-permanent landscaping fixtures (e.g. potted plants, furniture, bird feeders), repairs to property used for business or trade purposes, refinancing existing indebtedness, and labor costs of borrowers and/or residents. CEE will refer to the Hawthorne Neighborhood whenever eligibility of an improvement project is questionable.

15. Bidding: Except when labor is provided by the borrower, the borrower must provide a minimum of 1 bid for each project/contractor under \$5,000 and 2 bids for each project/contractor more than \$5,000. All contractors must be properly licensed. Permits must be obtained when required by City ordinance.

16. Sweat Equity: Work can be performed on a "sweat equity" basis. Loan funds cannot be used to compensate for labor even if the owner is a licensed contractor, only for materials. Loan funds cannot be used for the purchase or rental of tools or equipment, only for materials. Materials must be purchased and installed prior to the disbursement of the loan proceeds. When applicable, a signed City Inspections Department permit must be obtained by the borrower. For projects not requiring a permit, a CEE representative will verify the project is complete. Only 1 material estimate is required for sweat equity projects.

17. Property Inspection: Required. Eligible improvements will be determined through an analysis of the emergency condition of the property. A CEE staff member will perform the analysis to determine the severity of the situation.

18. Post Installation Inspection: Properties are subject to a post installation inspection by a CEE staff member when a permit is not required. Where a permit is required, the work must be signed-off by a City inspector prior to release of funds.

19. Work Completion: All work must be completed within 30 days of loan closing. Extensions may be granted by CEE.

20. Underwriting Decision: CEE will review the application and submitted documentation for consideration for other home improvement programs prior to considering the application for the Emergency Repair Loan Program. This is a last resort program. The borrower must not be eligible for any other financing administered by CEE in order to obtain an Emergency Repair Deferred loan. Property owners must be current on property taxes and mortgage payments. CEE's decision shall be final.

21. Loan Security: All NRP loans will be secured with a mortgage in favor of the City of Minneapolis, unless the loan is to a Cooperative unit.

# CEE HOME LOAN PROGRAM GUIDELINES

## OTHER GENERAL CONDITIONS AND PROCEDURES

Rehabilitation Consulting: A CEE representative will be available to borrowers to advise them about proposed projects and will review bids for reasonableness. NRP funds will pay for this service to be provided.

Loan Costs: Loan origination fees will be paid for with NRP funds. The borrower is responsible for paying the following applicable fees: credit report, title work, flood certification and applicable mortgage filing fees.

Total Project Cost: It is the borrower responsibility to obtain the amount of funds necessary to pay for the entire cost of the work. If the final cost exceeds the loan/grant amount the borrower must obtain the additional funds. NRP funds will not be disbursed until all other funds have been paid into the project

Applications for Funding: Applications will be accepted by CEE on an on- going basis and processed on a first-come, first-served basis, as funds are available until all program funds are committed. Borrowers may be required to submit:

- a. A completed application form
- b. A copy of current photo ID
- c. A copy of the most Federal Income Tax Returns, including W-2's and all schedules
- d. A copy of two most recent payroll statements
- e. A copy of your current mortgage statement
- f. A signed Data Privacy Act Statement, USA Patriot Act and Authorization to Release disclosure.
- g. Other documentation as requested.

Custody of Funds: Loan/grant funds will remain in the custody of CEE until payment for completed work.

### **Disbursement Process:**

- a. Payment to the contractor (or owner) will be made after completion of the work. An inspection will be performed by the City and/or the CEE representative to verify the completion of the work.
- b. The following items must be received before the funds can be released:
  - 1) Final Invoice from each contractor showing all amounts paid and due.
  - 2) Lien Waiver from each contractor.
  - 3) Material Receipts for sweat equity projects.
  - 4) Completion Certificate signed by each contractor and the borrower.
  - 5) Permits Closed. Have the inspector sign the permit card, or have the inspector leave a message at CEE, 612-335-5856 or the permit must be closed on the Minneapolis Inspections computer 612-673-5890.
  - 6) Final Inspection and approval by CEE, if applicable. The above items must be provided to CEE to begin the preparation of the check(s). Lien waivers must be provided before the funds will be released.
- c. Payment checks may take up to 10 business days after the above items are received to prepare. A maximum of two draws will be allowed per loan. Payments will only be made for work completed and approved.

# 2022 ADVERTISING SUBMISSION TIMING

ADVERTISING VEHICLE	DEADLINE	TYPE	CONTACT	TOTAL BUDGET
<b>AGENDAS</b>	5th of the month prior (i.e., April agendas due Mar5)	modify for web NL/social/radio	Exec Committee	
<b>Alley Newspaper*</b>	15th of the month <i>prior to month of publication</i> (i.e., April issue ad due Mar15)	half pg ad (print) 10x/yr 10.25"x7.75" (Feb-Nov)	copydesk@alleynews.org	\$3600
<b>E-Newsletter (1 of 2)</b>	First of two eblasts sent on 1st; submit content no later than one week prior	email	hannah.kamath@gmail.com	
<b>E-Newsletter (2 of 2)</b>	Second eblast sent around 15th; submit content no later than one week prior	email	hannah.kamath@gmail.com	
<b>Website</b>	content published as necessary	online	hannah.kamath@gmail.com	
<b>Facebook/Instagram</b>	content published as necessary	social media	jplarson@me.com	
<b>KRSM 98.9 FM*</b>	no later than 10 days prior to event	30-sec radio monthly	andreap@pillsburyunited.org	\$1200
<b>KALY 101.7 FM*</b>	no later than 10 days prior to event	30-sec radio monthly	mcali@kalyradio.org	\$2500
<b>AM950 Native Roots*</b>	no later than 10 days prior to event	30-sec radio	clarson@am950radio.com	\$2800
<b>La Matraca News*</b>	no later than 10 days prior to event	half pg print ad & FB promo (Mar-Nov)	enrique@lamatracanews.com	\$2600
<b>KMOJ 89.9 FM</b> <i>currently working to establishment ad plan</i>	no later than 10 days prior to event	radio	rnevotion@kmojfm.com	\$2500

\* See Ad Agreement for ad specifics.

# 2022 BOARD MEMBERS

As of February 22, 2022

(Odd districts are elected in odd years and even districts in even years)

**Midtown Phillips Board Chair: John Richard**

(One-year term, 2022-2023)

**At Large Representative: Mahamed Cali**

(Two-year term, 2021-2023)

**At Large Representative: Jamie (Larson) Mendoza-Brenner**

(Two-year term, 2021-2023)

**At Large Representative: Anniessa Antar**

(Two-year term, 2022-2024)

**At Large Representative: Wayne Bugg**

(Two-year term, 2022-2024)

**District 1 Representative: OPEN-one year of term remaining**

24th-26th St & Chicago to 12th Avenue

(Two-year term, 2021-2023)

**District 2 Representative: Joanne Johnson**

24th-26th St & 12th Avenue to Bloomington

(Two-year term, 2022-2024)

**District 3 Representative: OPEN-one year of term remaining**

26th -28th St & Chicago to 12th Avenue

(Two-year term, 2021-2023)

**District 4 Representative: Chris Daniel**

26th -28th St & 12th Avenue to Bloomington

(Two-year term, 2022-2024)

**District 5 Representative: Chris Lomheim**

28th-Lake St & Chicago to 12th Avenue

(Two-year term, 2021-2023)

**District 6 Representative: Ruby Levine**

28th-Lake St & 12th Ave to Bloomington

(Two-year term, 2022-2024)

# 2022 PARTNERSHIPS

We partner with local Phillips neighborhood non-profits to implement a variety of projects which expand the outreach within the Midtown Phillips neighborhood:

- Semilla Center for Healing and the Arts
- Somali TV
- KRSM Radio
- New Americans Youth Soccer Club
- Greenway Coalition
- Banyan Community

Please see the Memorandums of Understanding with each partner organization in the pages to follow. Memorandums of Understanding pending board approval.

# 2021 PARTNERSHIPS

- Banyan Community
- St. Paul's ELCA
- Somali TV
- KRSM Radio
- New Americans Youth Soccer Club
- Pillsbury/Waite House

# 2020 PARTNERSHIPS

- Banyan Community
- St. Paul's ELCA
- Somali TV
- Heart of the Beast Mask and Puppet Theater
- MN Youth Association,
- KRSM Radio
- New Americans Youth Soccer Club
- MadDads of Minneapolis



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

[www.midtownphillips.org](http://www.midtownphillips.org) | [info@midtownphillips.org](mailto:info@midtownphillips.org) | [f midtownphillipsminneapolis](https://www.facebook.com/midtownphillipsminneapolis)

## MEMORANDUM OF UNDERSTANDING

**Banyan Community and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

### **Overview:**

Banyan Community partners with MPNAI on outreach by maintaining existing block clubs, organizing new block clubs where none exist, providing monthly networking breakfast for block leaders, and supporting Block Clubs with National Night Out parties.

### **Midtown Phillips Neighborhood Association, Inc (MPNAI) will:**

- Assist Banyan organizer with block outreach and connecting to block leadership;
- Request MPNAI District Representatives to assist Banyan organizer with organizing blocks and building block leadership;
- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of invoice and written report, process payment and release payment within thirty (30) days;
- Host one end of year forum for all outreach partners to share information, network, and discuss their partnership with the Midtown Phillips community;
- Acknowledge the outreach partnership between Banyan Community and MPNAI at the next Annual Meeting;
- Meet with Banyan Community Council twice per year; and
- Designate a point of contact for the Banyan Community Outreach partnership.

### **Banyan Community will:**

- Organize and host monthly networking block leader breakfasts;
- Provide an Annual List and/or Midtown Phillips map illustrating locations of all block clubs;
- Expand to bring in 2 new block clubs from Midtown Phillips into the Lighthouse Network;
- Maintain the LHN Block Clubs currently in Midtown;
- Assist in promotion and recruitment of residents to attend community meetings, finding at least one resident affected by or with an interest in the topic of the community meeting, per meeting;
- Aid in board identification and recruitment, recruiting at least one candidate for an unfilled seat by the next Annual Meeting;
- Promote MPNAI Community Gatherings, Candidate Forums, Meetings, and Events;
- Promote and participate in the Annual Fall Phillips Community Clean Sweep Saturday, October 8;
- Participate in the Midtown Phillips Annual Meeting February 2022 and provide a report if requested;
- Recruit new residents to attend events and community meetings and sign up for MPNAI neighborhood newsletter;
- Participate in end of year forum with other Outreach Partners, to network and share project outcomes with the community;
- Identify a Point of Contact for partnership with MPNAI;
- Submit report and invoice no later than December 15, 2022;
- Forge relationships with other MPNAI Outreach Partnerships in order to strengthen overall neighborhood capacity;
- Regularly share Banyan events/activities for promotion within MPNAI newsletter and Facebook.

### **Expenses**

Outreach: \$10,000

**Agreed Upon by:**

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Banyan Community ED Date

---

Banyan Community Program Manager Date

---

MPNAI President Date

---

MPNAI Treasurer Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

[www.midtownphillips.org](http://www.midtownphillips.org) | [info@midtownphillips.org](mailto:info@midtownphillips.org) | [midtownphillipsminneapolis](https://www.facebook.com/midtownphillipsminneapolis)

## MEMORANDUM OF UNDERSTANDING

### Midtown Greenway Coalition and Midtown Phillips Neighborhood Association, Inc (MPNAI)

January 15, 2022—December 15, 2022

#### Overview:

Midtown Greenway Coalition is creating an Ambassador Program for the Greenway. Ambassadors will seek to make visitors to Midtown and the Greenway feel welcome. Midtown Greenway Coalition will also partner with other organizations doing outreach in the Midtown Phillips neighborhood and with social service groups such as St. Stephens and Southside Harm Reduction Services, and with government agencies to reduce livability crimes and find resources for people struggling with drug abuse or seeking safe housing.

#### Midtown Phillips Neighborhood Association, Inc (MPNAI) will:

- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of invoice and written report, process payment and release payment within thirty (30) days;
- Host one end of year forum for all outreach partners to share information, network, and discuss their partnership with the Midtown Phillips community;
- Promote Greenway clean up, tree planting and Ambassador program;
- Work with developers to ensure Greenway-friendly construction;
- Acknowledge the outreach partnership between Midtown Greenway Coalition and MPNAI at the next Annual Meeting; and
- Designate a point of contact for Midtown Greenway Coalition outreach partnership.

#### Midtown Greenway Coalition will:

- Organize at least one bike ride and one walk per quarter, between May and November;
- Recruit volunteers from Midtown Phillips, where our office is located, with a goal of recruiting volunteers who are reflective of the diversity of the neighborhood; A key recruitment strategy will be outreach to organizations serving diverse residents in Midtown Phillips;
- Engage at least two-dozen residents from Midtown Phillips to join Ambassadors for at least one ride or walk and hopefully become regular volunteers;
- Partner with other MPNAI partners, such as KALY Somali Community Radio, KRSM Community Radio/Waite House and am950 Native Roots radio, to help spread the word about the program and recruit volunteers;
- Provide community outreach to residents; strengthen and promote MPNAI, and enhance engagement within the Midtown Phillips Neighborhood on behalf of MPNAI;
- Promote and participate in MPNAI Community Gatherings, Candidate Forums, Meetings, and Events;
- Promote and participate in the Annual Fall Phillips Community Clean Sweep;
- Recruit residents to attend events and community meetings;
- Recommend forum topic based on input of participants;
- Participate in end of year forum with other Outreach Partners, to network and share project outcomes with the community;
- Identify a Point of Contact for partnership with MPNAI;
- Submit report and invoice no later than December 15, 2022;
- Forge relationships with other MPNAI outreach partnerships in order to strengthen overall neighborhood capacity; and
- Regularly share MGC events/activities for promotion within MPNAI newsletter and Facebook.

**Expenses**

Outreach: \$5,000

**Agreed Upon by:**

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Midtown Greenway Coalition Date

---

MPNAI President Date

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MPNAI Treasurer Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

763.310.4760 | 2828 10th Avenue South, Suite 1205F, Minneapolis MN, 55407

## MEMORANDUM OF UNDERSTANDING

### KRSM Radio 98.9 FM and Midtown Phillips Neighborhood Association, Inc (MPNAI)

January 15, 2022—December 15, 2022

#### Overview:

KRSM is a low-power FM radio station based out of the Phillips neighborhood in South Minneapolis. Broadcasting at 98.9 FM, this is a hyper-local platform for amplifying the voices, stories, cultures, and conversations happening in Midtown Phillips. KRSM focuses on communities that are marginalized, misrepresented, and erased by traditional media, featuring shows in 6 different languages (English, Spanish, Somali, Ojibwe, Hmong, and Haitian Creole), and airing 10 hours of programming each week by Indigenous hosts.

#### Midtown Phillips Neighborhood Association, Inc (MPNAI) will:

- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of mp3s/itemized invoice showing play dates and number of times spots were played and written report, process payment and release payment within thirty (30) days;
- Host one end of year forum for all outreach partners to share, network, and discuss their partnership with the community;
- Acknowledge the outreach partnership between KRSM and MPNAI at the next Annual Meeting; and
- Designate a point of contact for KRSM outreach partnership.

#### KRSM will:

- Create (10) monthly reports 10-30 minutes each led by KRSM and community members to take listeners on a deep dive exploring topics like sex work and human trafficking, urban agriculture, the effects of gentrification, and the heroin epidemic;
- Create (10) youth led shows 60 minutes each produced by youth from the Waite House community center. These shows, chosen by youth in the KRSM Youth Internship program and led by Youth Media Manager Michel Be, will bring listeners to the youth perspectives on community;
- Host one Community Forum. This will be led by our morning show "Power Perspectives". The Pillsbury United Communities Story teller ShaVunda Brown and KRSM Station Manager Andrea Pierre. This Community Forum will be streamed on air live as well as on KRSM social media;
- Provide mp3s of all productions made under this agreement;
- Promote MPNAI Community Gatherings, Candidate Forums, Meetings, and Events;
- Promote and participate in the Annual Fall Phillips Community Clean Sweep Saturday, October 8;
- Participate in the next Midtown Phillips Annual Meeting and provide a report if requested;
- Recruit new residents to attend events and community meetings;
- Recommend forum topic based on input of Semilla Center participants;
- Participate in end of year forum with other Outreach Partners, to network and share project outcomes with the community;
- Forge relationships with other MPNAI outreach partnerships in order to strengthen overall neighborhood capacity;
- Regularly share KRSM events/activities for promotion within MPNAI newsletter and Facebook.
- Identify a Point of Contact for partnership with MPNAI;
- Submit report and final invoice no later than December 15, 2022; and
- Invoices shall be paid quarterly to Pillsbury United Communities.

**Expenses**

Outreach: \$5,000

**Agreed Upon by:**

\_\_\_\_\_ Date

KRSM Radio

\_\_\_\_\_ Date

MPNAI President

\_\_\_\_\_ Date

MPNAI Treasurer



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## MEMORANDUM OF UNDERSTANDING

### **New American Youth Soccer Club and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

#### **Overview:**

The New American Youth Soccer Club (NAYSC) partners through its organization's activities and events with Midtown Phillips Neighborhood Improvement Association, Inc (MPNAI) to expand outreach to the families and children of Midtown Phillips.

#### **Midtown Phillips Neighborhood Association, Inc (MPNAI) will:**

- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of invoice and written report, process payment and release payment within thirty (30) days;
- Host one end of year forum for all outreach partners to share information, network, and discuss their partnership with the Midtown Phillips community;
- Acknowledge the outreach partnership between NAYSC and MPNAI at the next Annual Meeting; and
- Designate a point of contact for NAYSC outreach partnership.

#### **New American Youth Soccer Club (NAYSC) will:**

- Continue to use the Soccer Club as a medium to promote youth and family engagement in the Midtown community and neighborhood organization;
- Continue regular community and soccer club gatherings which provide an ongoing venue where Midtown Phillips families discuss neighborhood issues and provide input on local initiatives;
- Employ strategic audio, video, print, and social media communication strategies to communicate with and engage families involving community media resources including: Somali Cable TV, KALY Radio, and others;
- Provide Outreach and Engagement to the Midtown Phillips Neighborhood on behalf of MPNAI;
- Promote MPNAI Community Gatherings, Candidate Forums, Meetings, and Events to NAYSC families;
- Provide space from which to stage community outreach initiatives;
- Assist with boardmember identification and recruitment for MPNAI;
- Promote and participate in the Annual Fall Phillips Community Clean Sweep Saturday, October 8;
- Participate in the Midtown Phillips Annual Meeting February 2022 and provide a report if requested;
- Recruit new residents to attend events and community meetings;
- Recommend Forum Topic based on input of NAYSC constituents;
- Participate in end of year forum with other Outreach Partners, to network and share project outcomes with the community;
- Identify a Point of Contact for partnership with MPNAI;
- Submit report and invoice no later than December 15, 2022;
- Forge relationships with other MPNAI Outreach Partnerships in order to strengthen overall neighborhood capacity;
- Regularly share NAYSC events/activities for promotion within MPNAI newsletter and Facebook.
- Sign up 10 Midtown Phillips families to receive MPNAI neighborhood newsletter.

#### **Expenses**

Outreach: \$10,000

**Agreed Upon by:**

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NAYSC Date

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MPNAI President Date

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MPNAI Treasurer Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## MEMORANDUM OF UNDERSTANDING

**Semilla Center for Healing and the Arts and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

### **Overview:**

Semilla Center for Healing and the Arts, through its fiscal sponsor St. Paul's ELCA, seeks to expand neighborhood and organizational capacity by building understanding and connectedness in Midtown Phillips by utilizing youth leadership, engaging people in art, and creating greening projects which beautify and uplift the community.

### **Midtown Phillips Neighborhood Association, Inc (MPNAI) will:**

- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of invoice and written report, process payment and release payment within thirty (30) days;
- Host one end of year forum for all outreach partners to share, network, and discuss their partnership with the community;
- Acknowledge the outreach partnership between Semilla Center and MPNAI at the next Annual Meeting; and
- Designate a point of contact for Semilla Center outreach partnership.

### **Semilla Center for Healing and the Arts will:**

#### **Neighborhood Restoration**

Bloomington Avenue is a prioritized community corridor:

- We will create 12 murals, positive art markers, and/or green additions to Bloomington Ave. S. between 24th St. & Lake St. replacing areas of blight with art;
- Cover graffiti with art;

#### **Community Outreach**

- Through our public art workshops and public events, we will engage 100 Midtown residents in creating art to celebrate and beautify the neighborhood. We will partner with St. Paul's Lutheran ELCA Church in some of this outreach and events;
- Through our neighborhood literary journal, we will engage 500 Midtown residents in stories and other creative expressions of their neighbors' voices, promoting a sense of understanding and unity;
- Through our neighborhood meetings we will reach 50 residents and give a venue for their hopes, concerns, frustrations, ideas while providing strengthening of connections and the creation of new working networks with residents;
- Through our Young Leaders Program, we will train 10 neighborhood youth in leadership using art, gardening & community organizing;
- Coordinate with Midtown Phillips on partnering public events, communication, marketing and outreach;
- Provide community outreach to youth; strengthen and promote MPNAI, and enhance engagement within the Midtown Phillips Neighborhood on behalf of MPNAI;
- Promote MPNAI Community Gatherings, Candidate Forums, Meetings, and Events;
- Promote and participate in the Annual Fall Phillips Community Clean Sweep Saturday, October 8;
- Participate in the Midtown Phillips Annual Meeting February 2022 and provide a report if requested;
- Recruit new residents to attend events and community meetings;
- Recommend forum topic based on input of Semilla Center participants;

**Semilla Center for Healing and the Arts will (continued):**

- Participate in end of year forum with other Outreach Partners, to network and share project outcomes with the community;
- Identify a Point of Contact for partnership with MPNAI;
- Submit report and invoice no later than December 15, 2022;
- Forge relationships with other MPNAI outreach partnerships in order to strengthen overall neighborhood capacity; and
- Regularly share Semilla Center events/activities for promotion within MPNAI newsletter and Facebook.

**Expenses**

Outreach: \$12,000

(\$10,000 to be billed to Outreach Partner contract line item; \$2,000 for Supplies to be billed to Event & Meeting contract line item.)

**Agreed Upon by:**

\_\_\_\_\_ Date  
Semilla Center

\_\_\_\_\_ Date  
MPNAI President

\_\_\_\_\_ Date  
MPNAI Treasurer



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## MEMORANDUM OF UNDERSTANDING

### Somali TV and Midtown Phillips Neighborhood Association, Inc (MPNAI)

January 15, 2022—December 15, 2022

#### Overview:

Somali TV will partner with MPNAI to video and distribute visually activities, events, meetings, and forums to the Somali Community in Midtown Phillips. This visual exposure will create awareness and promote participation within the Midtown Phillips Neighborhood.

#### Midtown Phillips Neighborhood Association, Inc (MPNAI) will:

- Promote this outreach partnership through our newsletter, Facebook, meetings, and email;
- Review reports submitted with invoices and monitor compliance with this signed MOU;
- Upon receipt of invoice and written report, process payment and release payment within thirty (30) days. Invoices shall be paid to Somali TV;
- Host one (1) community meeting for all outreach partners to share information, network, and discuss their partnership with the Midtown Phillips community;
- Acknowledge the outreach partnership between Somali TV and MPNAI at the Annual Meeting;
- Support Somali TV by connecting them to local resources and partners on outreach activities;
- Suggest potential topics of interest to be covered or persons to be interviewed by Somali TV; and
- Designate a point of contact for Somali TV partnership.

#### Somali TV will:

- Provide outreach and mentor youth in the art of videography;
- Video upon request community gatherings, forums, meetings, and events within Midtown Phillips;
- Promote MPNAI Community Gatherings, Candidate Forums, Meetings, and Events;
- Provide information and resources to the Somali community in Midtown Phillips;
- Promote, participate and film the Annual Fall Phillips Community Clean Sweep Saturday, October 8;
- Participate in the Midtown Phillips Annual Meeting February 2022 and provide a report if requested;
- Recruit new residents to attend events and community meetings;
- Participate in one (1) meeting per year with all Outreach Partners, networking with each other, sharing project information, and discussing the partnership with Midtown Phillips residents;
- Identify a Point of Contact for MPNAI;
- Submit report and invoice no later than December 15, 2022;
- Forge relationships with other MPNAI Outreach Partnerships in order to strengthen overall neighborhood capacity;
- Assist with boardmember identification for MPNAI;
- Regularly share Somali TV events/activities for promotion within MPNAI newsletter and Facebook.

#### Expenses

Outreach: \$8,000

**Agreed Upon by:**

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Somali TV Date

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MPNAI President Date

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MPNAI Treasurer Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## ADVERTISING AGREEMENT

**The Alley Newspaper and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

### Overview:

This agreement is made between the Midtown Phillips Neighborhood Association, Inc and The Alley Newspaper for advertising services to be provided under the terms of this agreement (the "Contract").

### Scope of Services:

- The Alley Newspaper agrees to publish (10) monthly half-page "print-ready" ads for MPNAI February through November.
- MPNAI will provide all content per press specs as provided by The Alley Newspaper.

### Compensation:

- The Alley Newspaper shall be compensated at the rate of \$350 per half-page monthly ad (10.25" x 7.75").
- MPNAI is responsible to provide "print-ready" ads by deadlines as directed by The Alley Newspaper.
- The Alley Newspaper shall submit itemized quarterly invoices for services rendered in March, June, September and December. The final invoice should be submitted no later than December 15, 2022.
- If additional ad space is requested by MPNAI beyond the monthly half-page ad, The Alley Newspaper may include the additional ad space cost with the next quarterly invoice.
- Upon receipt of itemized invoice, MPNAI shall process payment and release payment within thirty (30) days.
- Invoices shall be paid to The Alley Newspaper.

### Agreed Upon by:

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The Alley Newspaper

---

Date

---

MPNAI President

---

Date

---

MPNAI Treasurer

---

Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## ADVERTISING AGREEMENT

### Native Root Radio AM950 and Midtown Phillips Neighborhood Association, Inc (MPNAI)

January 15, 2022—December 15, 2022

#### Overview:

This agreement is made between the Midtown Phillips Neighborhood Association, Inc and Native Root Radio AM950 for media/advertising services to be provided under the terms of this agreement (the "Contract"). Native Root Radio AM950 agrees to perform the following services for MPNAI: Provide radio airtime and production of promotional spots (live or prerecorded).

#### Scope of Services:

Native Root Radio AM950 will provide radio airtime and studio support on radio station AM950 of 3 :30 second ads on Native Roots Radio airing M-F from 6pm-7pm

- 2 ads on Monday before the event and 1 ad in the first break of Native Roots Radio on the Tuesday of the event
- 3 live reads the week prior to the event
- Listing on the AM950 website with link to meeting each month
- Listing on the AM950 newsletter the week prior to the event

For the (9) event dates: Feb 22, March 22, April 26, May 24, June 28, August 23, September 27, October 25 and Nov 22.

MPNAI will provide spot content to be read by Native Root Radio 950AM staff. All spot content shall be submitted 10 days before airtime to allow for adequate airtime scheduling coordination.

MPNAI will promote AM950 and MPNAI events including Midtown Phillips Festival in July (event pending Covid) and Clean Sweep October 8.

#### Compensation:

Native Root Radio AM950 shall be compensated as follows:

- The following rates will apply to airtime purchased by MPNAI: \$60 per radio broadcast of 30-second underwriting spot.

The total compensation under this Contract for services shall not exceed \$2,800. Native Root Radio AM950 shall submit itemized invoices for services rendered. Time stamped MP3s of sampling of airings shall be provided at time of invoice. Upon receipt of invoice and MP3s, MPNAI shall process payment and release payment within thirty (30) days.

- Invoices shall be paid quarterly to Native Root Radio AM950.
- Submit mp3s/itemized invoice showing play dates and number of times spots were played no later than December 15, 2022;

#### Agreed Upon by:

\_\_\_\_\_  
Native Root Radio AM950

\_\_\_\_\_  
Date

\_\_\_\_\_  
MPNAI President

\_\_\_\_\_  
Date

\_\_\_\_\_  
MPNAI Treasurer

\_\_\_\_\_  
Date



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## ADVERTISING AGREEMENT

**Somali American Radio and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 1, 2021—December 31, 2022**

### Overview:

This agreement is made between the Midtown Phillips Neighborhood Association, Inc and Somali American Radio (KALY 101.7 FM) for media/advertising services to be provided under the terms of this agreement (the "Contract"). Somali American Radio agrees to perform the following services for MPNAI: Provide radio airtime and production of promotional spots (live or prerecorded) as well as post content on KALY Somali American Radio's Facebook page.

### Scope of Services:

Somali American Radio will provide radio airtime and studio support on radio station KALY 101.7 FM of 60-second spots read in English and Somali a minimum of 15 times per event in the week immediately leading up to event between 8am and 10pm for:

- (8) MPNAI community meeting notifications: March 22, April 26, May 24, June 28, August 23, Sept 27, Oct 25 and Novr 22.
- Annual meeting notification: Feb 22
- Midtown Phillips Festival notification: event in July (event pending on Covid situation)
- National Night Out notification: August 2
- Clean Sweep notification: October 8

MPNAI will provide spot content to be read by KALY staff. All spot content shall be submitted seven days before airtime to allow for adequate airtime scheduling coordination. Somali language interpretation will be provided by Somali American Radio.

### Compensation:

Somali American Radio (KALY 101.7 FM) shall be compensated as follows:

- The following rates will apply to airtime purchased by MPNAI: \$14 per radio broadcast of 60-second underwriting spot.

The total agreed upon 2022 sponsorship shall not exceed more than \$2,500. Somali American Radio shall submit itemized invoices for services rendered. Time stamped MP3s of each airing shall be provided at time of invoice. Upon receipt of itemized invoice and MP3s, MPNAI shall process payment and release payment within thirty (30) days.

- Invoices shall be paid to Somali American Community.
- Submit mp3s/itemized invoice showing play dates and number of times spots were played no later than December 15, 2022;

### Agreed Upon by:

_____	_____
Somali American Radio President	Date
_____	_____
MPNAI President	Date
_____	_____
MPNAI Vice President	Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## ADVERTISING AGREEMENT

**KRSM Radio 98.9 FM and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

### Overview:

This agreement is made between the Midtown Phillips Neighborhood Association, Inc and KRSM Radio 98.9 FM for media/advertising services to be provided under the terms of this agreement (the "Contract"). KRSM Radio agrees to perform the following services for MPNAI: Provide radio airtime and production of promotional spots (live or prerecorded).

### Scope of Services:

KRSM Radio will provide radio airtime and studio support on radio station 98.9 FM of 30-second spots a minimum of 12 times per event in the week immediately leading up to event between 8am and 10pm for:

- (8) MPNAI community meeting notifications: March 22, April 26, May 24, June 28, August 23, September 27, October 25 and November 22.
- Annual meeting notification: Feb 22
- Midtown Phillips Festival notification: event in July (event pending on Covid situation)
- National Night Out notification: August 2
- Clean Sweep notification: October 8

MPNAI will provide spot content to be read by KRSM Radio staff. All spot content shall be submitted seven days before airtime to allow for adequate airtime scheduling coordination.

### Compensation:

KRSM Radio 98.9 FM shall be compensated as follows:

- The following rates will apply to airtime purchased by MPNAI: \$8.33 per radio broadcast of 30-second underwriting spot.

The total compensation under this Contract for services shall not exceed \$1,200. KRSM Radio shall submit itemized invoices for services rendered. Time stamped MP3s of sampling of airings shall be provided at time of invoice. Upon receipt of invoice and MP3s, MPNAI shall process payment and release payment within thirty (30) days.

- Invoices shall be paid quarterly to Pillsbury United Communities.
- Submit mp3s/itemized invoice showing play dates and number of times spots were played no later than December 15, 2022;

### Agreed Upon by:

\_\_\_\_\_

KRSM Radio

\_\_\_\_\_

Date

\_\_\_\_\_

MPNAI President

\_\_\_\_\_

Date

\_\_\_\_\_

MPNAI Treasurer

\_\_\_\_\_

Date



# MIDTOWN PHILLIPS NEIGHBORHOOD ASSOCIATION INC

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## ADVERTISING AGREEMENT

**La Matraca News and Midtown Phillips Neighborhood Association, Inc (MPNAI)**

**January 15, 2022—December 15, 2022**

### Overview:

This agreement is made between the Midtown Phillips Neighborhood Association, Inc and La Matraca News for media/advertising services to be provided under the terms of this agreement (the "Contract"). La Matraca News agrees to perform the following services for MPNAI: Provide monthly half page print ads and Facebook promotion.

### Scope of Services:

La Matraca News will provide monthly half page print ads and Facebook promotion in the week immediately leading up to event for:

- (8) MPNAI meeting/event notifications: March 22, April 26, May 24, June 28, August 23, September 27, October 8 (Clean Sweep) and November 22.

MPNAI will provide content to be translated by La Matraca News staff. All content shall be submitted no later than 10 days before event. The production of ads and the translation will be performed by La Matraca News staff and sent for approval before publication.

### Compensation:

La Matraca News shall be compensated as follows:

Month	Event date	Publication date	Edition number	Size	Price	Free Publication on our Facebook Platform
March	3/22/2022	3/17/2022	626	1/2 page	\$306.50	*
April	4/26/2022	4/21/2022	631	1/2 page	\$306.50	*
May	5/24/2022	5/19/2022	635	1/2 page	\$306.50	*
June	6/28/2022	6/23/2022	640	1/2 page	\$306.50	*
July	7/26/2022	7/21/2022	644	1/2 page	\$306.50	*
August	8/23/2022	8/18/2022	648	1/2 page	\$306.50	*
September	9/27/2022	9/22/2022	653	1/2 page	\$306.50	*
October	10/8/2022	9/29/2022	654	Full page	Free	*
November	11/22/2022	11/17/2022	661	1/2 page	\$306.50	*
Total price					\$2,452.00	

The total compensation under this Contract for services shall not exceed \$2,600. La Matraca News shall submit itemized invoices for services rendered. Upon receipt of invoice, MPNAI shall process payment and release payment within thirty (30) days.

- Invoices shall be paid quarterly to La Matraca News following completion of services for that quarter.
- Itemized invoice detailing print and Facebook runs shall be submitted no later than December 15, 2022;

**Agreed Upon by:**

\_\_\_\_\_  
La Matraca News \_\_\_\_\_  
Date

\_\_\_\_\_  
MPNAI President \_\_\_\_\_  
Date

\_\_\_\_\_  
MPNAI Treasurer \_\_\_\_\_  
Date