



**REGULAR CITY COUNCIL MEETING
VIRTUAL MEETING HELD VIA WEBEX
FEBRUARY 23, 2021
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council may call 612-861-0651 during the open forum portion of the meeting. Individuals may also call 612-861-9711 or email kwynn@richfieldmn.gov prior to the meeting.

Approval of the Minutes of the (1) Joint Richfield Public School and City Council meeting of February 1, 2021; and (2) City Council Meeting of February 9, 2021.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider the approval of setting a public hearing to be held on March 09, 2021, for the consideration of the issuance of new On-Sale Wine and 3.2 Malt Liquor licenses for Mos Eisley Cantina, LLC d/b/a Sandy's Tavern located at 6612 Penn Avenue South.
Staff Report No. 28
 - B. Consider the approval of a resolution for reimbursement of certain expenditures from the proceeds of General Obligation (G.O.) Grant Anticipation Bonds bonds to be issued by the City for the 77th Street Underpass Improvements Project.
Staff Report No. 29
 - C. Consider the approval of the Sentencing to Service Program Services Agreement between Richfield and Hennepin County for calendar years 2021 through 2023.
Staff Report No. 30
3. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

4. Public hearing and consider the adoption of a resolution specifying the use of funds from the Urban Hennepin

County Community Development Block Grant allocation for 2021 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

Staff Report No. 31

PROPOSED ORDINANCES

5. Consider approval of the second reading of an ordinance rezoning property at 6945 Penn Avenue South as Neighborhood Business (C-1).

Staff Report No. 32

OTHER BUSINESS

6. Consider the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorize the City Manager to execute agreements with those agencies.

Staff Report No. 33

CITY MANAGER'S REPORT

7. City Manager's Report

CLAIMS AND PAYROLLS

8. Claims and Payroll

COUNCIL DISCUSSION

9. Hats Off to Hometown Hits
10. Adjournment

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



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Joint Session with the Richfield School Board

February 1, 2021

CALL TO ORDER

The work session was called to order by School Board Chair Tim Pollis at 6:00 p.m. via Google Meet and at 7145 Harriet Avenue South, Richfield, MN, 55423.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; Ben Whalen; and Sean Hayford O'leary

School Board Members Present: Chair Tim Pollis; Vice Chair Paula Cole (virtually); Peter Toensing; Christine Maleck; and Crystal Brakke.

Staff Present: Katie Rodriguez, City Manager; Steve Unowsky, Richfield Public Schools Superintendent; John Stark, Community Development Director; and Blanca Martinez Gavina, Executive Analyst

Richfield Public Schools Superintendent Unowsky and City Manager Rodriguez shared their joint initiatives and issues impacting the community.

City Manager Rodriguez gave a budgetary impact of COVID at the city level.

Superintendent Unowsky supplied the impact of COVID at the district level.

Community Development Director John Stark gave an update on city development.

Richfield School Board and Richfield City Council discussed ways they could partner and continue on future plans.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:00 p.m.

Date Approved: February 23, 2021

Maria Regan Gonzalez
Mayor

Blanca Martinez Gavina
Executive Analyst

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting Virtual Meeting held via WebEx

February 09, 2021

CALL TO ORDER

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

Council Members Present: Maria Regan Gonzalez, Mayor; Ben Whalen; Mary Supple; and Sean Hayford Oleary

Council Members Absent: Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Chris Regis, Finance Director; Rachel Lindholm, Sustainability Specialist; Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

Others Present: Amanda Janzen, Senior Development Manager

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

Senior Office Assistant Wynn reviewed the options to participate:

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

Sandra , 7144 Knox Ave S, expressed the desire for a tree preservation policy.

Gordon Hanson, 6311 Sheridan Ave S, spoke of the benefits a tree preservation policy would have on the city.

APPROVAL OF MINUTES

M/Whalen, S/Supple to approve the minutes of the (1) City Council Work Session of January 23, 2021; (2) City Council Work Session of January 26, 2021; (3) City Council Meeting of January 26, 2021; and (4) City Council Work Session of January 30, 2021

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Mayor Regan Gonzalez stated Council Member Trautmann would not be attending the meeting tonight and had given notice. She also spoke of applications being accepted through February 24, 2021 for the Advisory Board of Health, Arts Commission, Civil Service Commission and Friendship City Commission. The city will also be accepting applications for the Housing and Redevelopment Authority (HRA) and Charter Commission.

Item #1	APPROVAL OF THE AGENDA
----------------	-------------------------------

M/Hayford Oleary, S/Whalen to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Item #2	CONSENT CALENDAR
----------------	-------------------------

City Manager Rodriguez presented the consent calendar.

A. First reading of transitory ordinance providing funding for certain capital improvements from the Special Revenue Fund. Staff Report No. 19

B. Consider the approval of a Declaration of Covenants related to the use of City property by Rya Apartments, LLC for the construction of a public pocket park at approximately 63rd Street East and Richfield Parkway. Staff Report No. 20

C. Consider approval of the first reading of an ordinance rezoning property at 6945 Penn Avenue South as Neighborhood Business (C-1) and schedule a second reading for February 23, 2021. Staff Report No. 21

D. Consider the adoption of a Competitive Bidding Policy. Staff Report No. 22

E. Approve the cancellation of a special assessment for unpaid false user fees from the 2020 Unpaid False Alarm Fees From Private Property assessment roll. Staff Report No. 23

RESOLUTION NO. 11824

RESOLUTION AUTHORIZING THE REMOVAL OF AN ASSESSMENT TO THE PROPERTY AT 200 78th STREET WEST FROM THE 2020 UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY ASSESSMENT ROLL

F. Consider the approval of a resolution restricting parking along Municipal State Aid Street 108 (77th street) from Bloomington Ave S to Old Cedar Ave S/Richfield city limits at TH 77. Staff Report No. 24

RESOLUTION NO. 11825

RESOLUTION RESTRICTING PARKING ON MUNICIPAL STATE AID STREET 108 KNOWN AS 77th STREET BETWEEN BLOOMINGTON AVE SOUTH AND OLD CEDAR AVE SOUTH/RICHFIELD CITY LIMITS

G. City Coalition Letter Commenting on Xcel Energy's 2020-2034 Integrated Resource Plan. Staff Report No. 25

RESOLUTION NO. 11826

RESOLUTION APPROVING THE CITY OF RICHFIELD AS A SIGNATORY ON THE MINNESOTA LOCAL GOVERNMENT COALITION LETTER IN RESPONSE TO XCEL ENERGY'S INTEGRATED RESOURCE PLAN (IRP)

M/Supple, S/Whalen to approve the consent calendar.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Item #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
----------------	--

None

Item #4	CONSIDER THE ADOPTION OF A RESOLUTION APPROVING THE CONTRACT WITH THE LABOR AND TRADES LOCAL 49 FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2021 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT. STAFF REPORT NO. 26
---------	--

Council Member Whalen read staff report 26.

Assistant City Manager Dmytrenko reiterated this is a one year contract for 2021 and negotiations went well.

M/Whalen, S/Supple to adopt a resolution approving the provisions of the 2021 labor agreement with the Labor & Trades Local 49 bargaining unit and authorize the City Manager to execute the agreement.

RESOLUTION NO. 11827

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE
CITY OF RICHFIELD AND INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 49BARGAINING UNIT FOR YEAR 2021**

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Item #5	CONSIDER THE APPOINTMENTS TO CITY ADVISORY BOARD AND COMMISSIONS. STAFF REPORT NO. 27
---------	--

Council Member Hayford Oleary presented staff report 27 and appreciated all residents for taking the time to interview.

Senior Office Assistant Wynn thanked residents for applying and interviewing with Council.

Mayor Regan Gonzalez stated there are openings still available and applications will be re-open Wednesday, February 10 and close Wednesday, February 24. More information along with the application is available on city website.

M/Supple, S/Hayford Oleary to appoint members to fill the expiring or vacant terms on City advisory board and commissions referenced in the attached list.

Council Member Supple stated this is one of the most enjoyable parts of being on the Council as they get to hear the excitement of residents.

Council Member Whalen encouraged residents to apply as it is a great opportunity to become more involved in the community.

Mayor Regan Gonzalez thanked staff for all their work and also encouraged residents to apply for boards and commissions.

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Item #6	CITY MANAGER REPORT
----------------	----------------------------

City Manager Rodriguez supplied brief Covid-19 update. She also stated Bloomington Public Health is actively looking for a large site to give vaccines when they are available to the general public.

Council Member Whalen asked for clarification on potential sites.

City Manager Rodriguez stated there are two potential sites being examined currently but are open to suggestions.

Item #7	CLAIMS AND PAYROLL
----------------	---------------------------

M/Hayford Oleary, S/Supple that the following claims and payrolls be approved:

U.S. Bank	02/09/2021
A/P Checks 294292 - 294628	\$ 1,180,826.92
Payroll: 159803 – 160107 43391	<u>719,452.69</u>
TOTAL	\$ 1,900,279.61

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Hayford Oleary: AYE

Whalen: AYE

Motion carried 4-0

Item #8	HATS OFF TO HOMETOWN HITS
----------------	----------------------------------

Council Member Supple spoke of the Congress of New Urbanism Legacy Project selecting Bloomington and Richfield for a project around Portland and 494. More information is available on the city website of how to contribute ideas. She also spoke of the AR&LE (Adaptive Recreation & Learning Exchange) Ski & Snowboard Lesson program is nearing the end of their 34th season. Lastly, she wished Richfield Spartans basketball good luck this evening.

Council Member Whalen spoke of the upcoming joint work session regarding the inclusionary housing policy and encouraged residents to continue to reach out with comments.

Council Member Hayford Oleary thanked the Planning Commission for explaining decisions made and thoughtful discussions during all meetings.

City Manager Rodriguez stated the Finance Department was awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the 36th year in a row.

Mayor Regan Gonzalez spoke of the new data request system through the city website.

Item #9	ADJOURNMENT
----------------	--------------------

The meeting was adjourned by unanimous consent at 7:37 p.m.

Date Approved: February 23, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Senior Office Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 28
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
2/17/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of setting a public hearing to be held on March 09, 2021, for the consideration of the issuance of new On-Sale Wine and 3.2 Malt Liquor licenses for Mos Eisley Cantina, LLC d/b/a Sandy's Tavern located at 6612 Penn Avenue South.

EXECUTIVE SUMMARY:

On December 28, 2019, the City received the application materials for new On-Sale Wine and 3.2 Malt Liquor licenses for Mos Eisley Cantina, LLC d/b/a Sandy's Tavern located at 6612 Penn Avenue South.

All required information and documents have been received. All licensing fees have been paid.

RECOMMENDED ACTION:

By motion: Approve the setting of a public hearing to be held on March 09, 2021, for the consideration of the issuance of new On-Sale Wine and 3.2 Malt Liquor licenses for Mos Eisley Cantina, LLC d/b/a Sandy's Tavern located at 6612 Penn Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This is a notice to set the public hearing. Staff will provide a more detailed historical context in the report submitted for the public hearing on March 09, 2021.

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

- City ordinance requires the City Council to conduct a public hearing to consider all On-Sale Wine and 3.2 Malt Liquor license applications and set a date for the public hearing.
- The hearing must be scheduled and held before a new license may be considered.
- The new process has been initiated.

C. CRITICAL TIMING ISSUES:

Holding the public hearing on March 09, 2021 will provide ample time to complete the licensing process.

D. FINANCIAL IMPACT:

All licensing fees have been received.

E. LEGAL CONSIDERATION:

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- Reject the applications for new On-Sale Wine and 3.2 Malt Liquor licenses for Mos Eisley Cantina, LLC d/b/a Sandy's Tavern
- Schedule the public hearing for another date; however, this will delay the licensing process.

PRINCIPAL PARTIES EXPECTED AT MEETING:

There are no parties expected at this meeting.



STAFF REPORT NO. 29
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/16/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a resolution for reimbursement of certain expenditures from the proceeds of General Obligation (G.O.) Grant Anticipation Bonds bonds to be issued by the City for the 77th Street Underpass Improvements Project.

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan (CIP), and the City's Comprehensive Plan, staff is working towards the construction of the 77th Street Underpass Improvements Project.

The 77th Street underpass will connect 77th Street east and west of Trunk Highway (TH) 77 (Cedar Avenue) to eliminate a gap in the minor reliever network. The project will connect Bloomington and Longfellow Avenues and address regional traffic issues on the I-494 corridor through Richfield and Bloomington.

With a project funding package identified, Staff is working to secure all funding and are moving forward with plans to let and build the project in Spring 2021. Construction will be ongoing through 2021 and 2022, with final completion in early 2023.

The City anticipates receiving approval of federal funding for the project prior to letting the project, totaling \$7 million, which will not be disbursed until October 2024. G.O. Grant Anticipation Bonds will be issued to cover project expenses incurred prior to that time. Upon disbursement of federal funding to the City, the par of the bonds will be repaid from the federal funds; the issuance and interest costs, estimated at approximately \$200,000, will be paid using other sources.

RECOMMENDED ACTION:

By Motion: Approve the resolution for reimbursement of certain expenditures from the proceeds of G.O. Grant Anticipation Bonds to be issued by the City for the 77th Street Underpass Improvements Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

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

- The construction of the 77th Street Underpass Improvements Projects is identified in the City's Capital Improvement Plan and 5-Year Street Reconstruction Plan.
- The reimbursement resolution is necessary to cover any project costs incurred prior to the sale of bonds.

C. CRITICAL TIMING ISSUES:

Staff is working to secure the identified funding package for the project and anticipates being ready to move forward with soliciting bids for construction to start building the project in Spring 2021.

D. FINANCIAL IMPACT:

- Adoption of the proposed reimbursement resolution provides approval for City staff to incur costs for the 77th Street Improvements Project.
- G.O. Grant Anticipation bonds are proposed for partial project funding, in combination with State general obligation bonds and Federal Highway Administration funds.
- The par of the General Obligation Grant Anticipation Bonds will be repaid using federal funding scheduled for disbursement in October 2024.

E. LEGAL CONSIDERATION:

None.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

DECLARING THE OFFICIAL INTENT OF THE CITY OF RICHFIELD TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY WITH RESPECT TO 77TH STREET UNDERPASS IMPROVEMENTS PROJECT

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Richfield, Minnesota (the "City") expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds; and

WHEREAS, the City has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA AS FOLLOWS:

1. The City proposes to undertake the 77th Street Underpass Improvements Project, which includes but is not limited to roadway improvements and storm water system improvements and is within the City (the "Project").

2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$7,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The foregoing resolution was moved by Councilmember _____ and seconded by Councilmember _____.

The following voted in the affirmative: _____

The following voted against: _____

Councilmember _____ was absent.

Adopted by the City Council of the City of Richfield, Minnesota, this 23rd day of February, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose , City Clerk



STAFF REPORT NO. 30
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/16/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Sentencing to Service Program Services Agreement between Richfield and Hennepin County for calendar years 2021 through 2023.

EXECUTIVE SUMMARY:

Program Background

Hennepin County Sentencing to Service (STS) is a structured work program that provides a sentencing alternative for low-risk adult and juvenile offenders. Instead of serving time in jail or paying a fine, offenders can work, learn new skills and gain self-confidence, while completing community improvement and restoration projects.

Services Provided to Richfield Public Works

STS supports Richfield Public Works Forestry and Park Maintenance Services by doing general park and forestry related work such as litter pickup, spreading mulch, pulling weeds, shoveling, raking and tree and brush removal. As part of the agreement, Hennepin County will provide one STS crew for 4 days per week for a minimum of 6 hours per day to complete the various work duties assigned.

RECOMMENDED ACTION:

By Motion: Approve the Sentencing to Service Program Services Agreement between Richfield and Hennepin County for calendar years 2021 through 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Richfield has utilized the STS program since 2004.
- The work tasks STS completes are simple but are important to the quality of life in Richfield.
- By utilizing STS, Public Works staff is able to focus on their more important and specialized duties around the City.
- Without the service of STS, their job duties may be completed less frequently or go undone altogether.

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

Contracts for services that exceed \$175,000 must be submitted to the City Council for consideration and approval.

C. CRITICAL TIMING ISSUES:

The current contract has expired and a new contract must be approved in order to continue the STS program.

D. FINANCIAL IMPACT:

The contract duration is January 1, 2021 to December 31, 2023 and will cost \$240,928.48 in total:

- 2021: (\$378.53/day x 4 days/week x 52 weeks per year) = \$78,734.24
- 2022: (\$389.89/day x 4 days/week x 52 weeks per year) = \$81,097.12
- 2023: (\$389.89/day x 4 days/week x 52 weeks per year) = \$81,097.12

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▣ STS Contract	Contract/Agreement

**SENTENCING TO SERVICE PROGRAM
SERVICES AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA (the “COUNTY”) A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Community Corrections and Rehabilitation, C-2300 Government Center, Minneapolis, Minnesota 55487 (the “DEPARTMENT”) and the CITY OF RICHFIELD, 6700 Portland Avenue South, Richfield, Minnesota 55423 (the “PARTNER”).

WHEREAS, the COUNTY operates the Sentencing to Service Program (the “PROGRAM”), which offers offenders an opportunity to learn landscape maintenance and other marketable skills; and

WHEREAS, the PARTNER wishes to purchase the services of the PROGRAM;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY, on behalf of the DEPARTMENT, and the PARTNER agree as follows:

1. TERM AND COST OF THIS AGREEMENT

This Agreement shall be in effect from January 1, 2021 through December 31, 2023, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement shall not exceed Two Hundred Forty Thousand Nine Hundred Twenty-Eight Dollars and Forty-Eight Cents (\$240,928.48) plus applicable tax.

2. SERVICES TO BE PROVIDED

The COUNTY agrees to provide labor to perform the following work, in accordance with the terms of this Agreement, and as more specifically described in Attachment A, attached hereto and incorporated herein by reference (the “Work”): Forestry and Park Maintenance Services.

3. PARTNER RESPONSIBILITIES

The PARTNER agrees to the following:

- A. Obtain all necessary permits or licenses or special authority for all Work.
- B. Assign all Work and coordinate material purchases and delivery for projects to be performed.
- C. The PARTNER will give the COUNTY at least one day advance notice of changes in its daily labor needs.

4. COUNTY RESPONSIBILITIES

The COUNTY agrees to the following with respect to the Work requested:

- A. Provide work crew(s) in the number and on the days specified on Attachment A.
- B. Provide COUNTY-employed crew leader who will be responsible for the transportation, instruction, and supervision of the PROGRAM work crew.
- C. Provide required personal safety equipment and clothing needed for specific work.
- D. Provide basic landscaping or other tools and equipment needed for specific work.
- E. Train each PROGRAM work crew in necessary safety principles and techniques.
- F. Provide quarterly reports to the PARTNER that show the number of days worked and total hours of service received.
- G. Assume all medical liability for the PROGRAM participants.
- H. The COUNTY, in its sole discretion, will assign PROGRAM participants of any gender, race or age capable of performing the Work.
- I. The COUNTY will notify the PARTNER as soon as practical if it cannot complete the Work as specified in the Agreement. The COUNTY's inability to complete the Work, as requested by the PARTNER, shall not be a default under this Agreement.

5. COST AND PAYMENT FOR SERVICES

- A. The COUNTY shall bill the PARTNER for services performed including all applicable state and local sales tax as further specified in Attachment A. If the PARTNER is exempt from any such tax, it shall provide a completed Certificate of Exemption to the COUNTY as specified in Attachment A.
- B. Payment for services performed by the COUNTY shall be paid by the PARTNER within thirty (30) days from the date of invoice.

6. INDEPENDENT PARTNER

Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. Each party is and shall remain an independent PARTNER for all services performed under this Agreement. Each party shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel or other persons engaged in the performance of any work or services required by a

party will have no contractual relationship with the other party and will not be considered employees of the other party.

7. INDEMNIFICATION

Except as further provided in this paragraph: (1) each party is responsible for its own errors, acts, and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts, and omissions of the other party and the results thereof, and (2) each party agrees to defend, indemnify, and hold harmless the other party, its officials, officers, agents, and employees, for its own errors, acts, and omissions and the results thereof to the extent authorized by law. Notwithstanding anything to the contrary in this Section 7, the COUNTY shall have no liability to the PARTNER for any cause under or related to this Agreement for any consequential, special, incidental, punitive, or indirect damages (including without limitation loss of profit, revenue, business opportunity, or business advantage), whether based upon a claim or action of tort, contract, warranty, negligence, strict liability, contribution, or any other legal theory or cause of action. The COUNTY and the PARTNER's liability shall be governed by and limited in accordance with Minnesota Statutes, Chapter 466.

8. DATA PRACTICES

Both parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy and confidentiality.

9. SUBCONTRACTING AND ASSIGNMENTS

Neither party shall assign, subcontract, transfer, or pledge this Agreement, in whole or in part, without the prior written consent of the other party.

10. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless the default is excused by the nondefaulting party, the nondefaulting party may upon written notice immediately cancel this Agreement in its entirety. Additionally,

failure of the PARTNER to comply with the terms of this Agreement shall be just cause for the COUNTY to immediately cease providing services under this Agreement until the PARTNER resumes compliance.

- B. The above remedies shall be in addition to any other right or remedy available to the parties under this Agreement, law, statute, rule, and/or equity.
- C. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.
- D. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

12. CONTRACT ADMINISTRATION

In order to coordinate the services of the PARTNER with the activities of the DEPARTMENT, so as to accomplish the purposes of this Agreement, Logan Futterer, Corrections Program Manager, Hennepin County Department of Community Corrections & Rehabilitation, Community Offender Management Division, 3000 North Second Street, Minneapolis, Minnesota 55411, logan.futterer@hennepin.us or his successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and the PARTNER.

13. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating DEPARTMENT at the address given in the opening paragraph of this Agreement. Notice to the PARTNER shall be sent to the address stated in the opening paragraph of this Agreement.

14. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

{{Sig_es_:signer3:signature}}

{{userstamp3_es_:signer3:stamp}}

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

{{Sig_es_:signer6:signature}}

{{userstamp6_es_:signer6:stamp}}

Reviewed for COUNTY by:

{{Sig_es_:signer4:signature}}

{{userstamp4_es_:signer4:stamp}}

ATTEST:

{{Sig_es_:signer7:signature}}

{{userstamp7_es_:signer7:stamp}}

Board Resolution No:

{{*BoardResolution_es_:signer4:brs}}

By:

{{Sig_es_:signer5:signature}}

{{userstamp5_es_:signer5:stamp}}

Document Assembled by:

{{Sig_es_:signer1:signature}}

{{userstamp1_es_:signer1:stamp}}

{{Exh_es_:signer1:attachment:label("Attachments")}}

PARTNER

PARTNER warrants that the person who executed this Agreement is authorized to do so on behalf of PARTNER as required by applicable articles, bylaws, resolutions or ordinances.*

By:

{{Sig_es_:signer2:signature}}

{{userstamp2_es_:signer2:stamp}}
{{ ttl_es_:signer2:title}}

*PARTNER represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT A

Hennepin County STS Services For City of Richfield January 1, 2021 – December 31, 2023

SERVICES TO BE PROVIDED: Forestry and Park Maintenance Services, including but not limited to general park and forestry related work such as litter pickup, spreading mulch, pulling weeds, shoveling, raking, as well as, tree and brush removal.

SERVICE FREQUENCY: One (1) STS work crew, four (4) days per week for a minimum of six (6) hours per day, excluding paid breaks.

COST PER DAY:

2021: Three Hundred Seventy-Eight Dollars and Fifty-Three Cents (\$378.53)

2022: Three Hundred Eighty-Nine Dollars and Eighty-Nine Cents (\$389.89)

2023: Three Hundred Eighty-Nine Dollars and Eighty-Nine Cents (\$389.89)

TOTAL COST: \$79,915.68

2021: (378.53/day x 4 days/week x 52 weeks per year) = \$78,734.24

2022: (389.89/day x 4 days/week x 52 weeks per year) = \$81,097.12

2023: (389.89/day x 4 days/week x 52 weeks per year) = \$81,097.12

INVOICING: (Quarterly)

PARTNER CONTACT INFORMATION:

CITY PROJECT CONTACT:

Mark Hall, Operations Manager

1901 East 66th Street

Richfield, MN 55423

Office: 612-861-9173 Mobile: 612-221-6222

Fax: 612-861-9181

mhall@cityofrichfield.org

TAXABLE STATUS

Hennepin County provides certain services that are taxable in the State of Minnesota. Appropriate sales tax will be charged for all taxable services provided. If your organization is exempt from any state or local sales tax, you must provide a completed Certificate of Exemption (Form ST3) to the County Liaison identified in section 12.

Please consult the Minnesota Department of Revenue Sales & Use Tax guides (available at <https://www.revenue.state.mn.us/sales-and-use-tax>) for information on taxability of specific services.



STAFF REPORT NO. 31
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Celeste McDermott, Housing Specialist

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
2/17/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider the adoption of a resolution specifying the use of funds from the Urban Hennepin County Community Development Block Grant allocation for 2021 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

EXECUTIVE SUMMARY:

Community Development Block Grant (CDBG) funding is annually awarded to Hennepin County (County) on a formula basis from the Department of Housing and Urban Development (HUD). The County, in turn, allocates a portion of these funds to the City of Richfield to address local needs relating to affordable housing, community development, and public services.

Staff is proposing to use the City's 2021 direct allocation of \$210,000 (estimated) as follows:

- \$80,000 - Deferred Loan Rehabilitation Program
- \$50,000 - First Time Homebuyer Down Payment Assistance Program
- \$80,000 - Single Family Acquisition and Rehabilitation

Each city in the Hennepin County CDBG Program will set aside 15 percent of their allocation to fund public services that will be distributed through a single combined process covering all the cities in the County CDBG Program. For Richfield, the amount set aside for public services will be \$37,100 (estimated) and is separate from the City's direct allocation.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Adopt a resolution authorizing the use of funds for the 2021 Urban Hennepin County Community Development Block Grant Program and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- \$80,000 of the 2021 CDBG funds is proposed to be allocated to the Housing and Redevelopment

Authority (HRA) for the Deferred Loan Program (Program), which provides no interest, 30-year loans up to \$30,000 to low-income homeowners to address health, safety, and property maintenance needs. This Program has been in existence since 1984 and is administered for the City by Hennepin County. In the past year, nine loans were completed and six loans were started, 47 households are currently on the waiting list for the Program. Additional funding for loans is available through loan repayments (i.e., when a property is sold).

- \$50,000 of the 2021 CDBG funds is proposed to be allocated to the HRA for a First Time Homebuyer Down Payment Assistance Program administered by City staff. This is a program aimed at low and moderate income first time homebuyers who are looking to buy homes in Richfield. It provides no interest, deferred loans of up to \$10,000 to use towards down payment and closing costs. An additional \$5,000 is available to households who are current Richfield renters, have dependents under the age of 18 in the household, or have a household member with a disability. In 2020, six loans were issued.
- \$80,000 is proposed to be allocated to the HRA to either purchase and demolish a substandard property and work with a non-profit developer to construct a new, affordable home or to purchase and rehabilitate an existing home. The newly constructed or rehabilitated property would be sold to a household earning 80 percent of the area median income or less (\$78,500 for a family of four).

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

- All funded activities must meet one of three national objectives: benefiting low and moderate income persons, preventing or eliminating slums and/or blight, or meet an urgent need. In addition, activities must be consistent with priorities identified in the County's Five-Year Consolidated Plan. Those priorities include a variety of housing activities such as housing rehabilitation, preserving and creating homeownership opportunities, public services to maintain or increase self-sufficiency, and neighborhood revitalization activities.
- The current Consolidated Plan prioritizes housing, including rehabilitation and creating homeownership opportunities, and encourages increasing efforts to serve households with incomes less than 30% of the Area Median Income and households of color.
- Up to 15% of the County's total CDBG allocation can also be spent on public services. This amount is set aside for allocation through a single, combined competitive process covering all the cities in the Hennepin County CDBG Program. Richfield staff encourage eligible Richfield service providers to apply and also participate in the review of these funding proposals.

C. CRITICAL TIMING ISSUES:

- The application for 2021 funds is due to Hennepin County by February 28, 2021.
- Public service agencies must submit applications to the County by February 28, 2021. Applications will be reviewed in March, and the County Board will act on recommendations in May or June.
- The 2021 federal fiscal year will begin on July 1, 2021. Funds must be spent by June 30, 2022.

D. FINANCIAL IMPACT:

- The City's estimated direct allocation for 2021 is \$210,000.
- In the event of a change in the final allocation, the amount allocated to the Deferred Loan Program will be adjusted accordingly.

E. LEGAL CONSIDERATION:

- A local public hearing must be held prior to submission of the 2021 application.
- Notice of the public hearing for the 2021 CDBG funding was published in the *Richfield Sun Current* on February 11, 2021.

ALTERNATIVE RECOMMENDATION(S):

Council may modify the amount of funds allocated to each project in a way that still meets funding guidelines.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description

Type

RESOLUTION NO. ____

**RESOLUTION APPROVING PROPOSED USE OF 2021 URBAN HENNEPIN
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN
COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS**

WHEREAS, the City of Richfield, Minnesota, through execution of a Joint Cooperation Agreement with Hennepin County, is participating in the Urban Hennepin County Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Richfield has developed a proposal for the use of 2021 CDBG funds made available to it; and

WHEREAS, the City held a public hearing on February 23, 2021 to obtain the views of citizens on local and Urban Hennepin County housing and community development needs and priorities for the City's proposed use of \$210,000 from the 2021 Urban Hennepin County CDBG Program; and

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

1. Approves the following projects for funding from the 2021 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

Activity	Budget
1. Deferred Loan Rehabilitation Program	\$80,000
2. First Time Homebuyer Down Payment Assistance	\$50,000
3. Single Family Acquisition and Rehabilitation	\$80,000
TOTAL CDBG ALLOCATION	\$210,000

2. That the Mayor and City Council hereby authorize and direct the execution of the Subrecipient Agreement with Hennepin County and any required Third Party Agreements on behalf of the City to implement the 2021 CDBG Program.
3. That should the final amount of FY 2021 CDBG available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the City Manager to adjust the project budget of the Deferred Loan Rehabilitation Program to reflect an increase or decrease in funding.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of February, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 32
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
2/17/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of the second reading of an ordinance rezoning property at 6945 Penn Avenue South as Neighborhood Business (C-1).

EXECUTIVE SUMMARY:

The property at 6945 Penn Avenue South is currently used as a dental clinic and is zoned Single Family Residential (R). Since the business use pre-dates the application of the current zoning designation it is considered a legal non-conforming use and can therefore continue as-is indefinitely. The 2040 Comprehensive Plan changed the designation of the subject site to the Community Commercial planned land use category. The property owner is requesting to rezone the property to Neighborhood Business (C-1) to match both the current use and the planned land use.

Later this year, as a part of the implementation of the Comprehensive Plan, staff will be reviewing zoning designations to identify sites in need of rezoning to achieve agreement with the future land use designations. Because the property owner would like to install a new sign that is only permitted on a commercially-zoned property, staff offered the property owner the option of bringing this rezoning forward now.

RECOMMENDED ACTION:

By motion: Approve a second reading of an ordinance that amends Richfield Zoning Code Appendix I to change the zoning designation of property at 6945 Penn Avenue South from Single Family Residential (R) to Neighborhood Business (C-1).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 1987 the subject site was rezoned from MR-2 (Multiple Residence) to C-1 (Limited Business) to facilitate development of the dental clinic constructed shortly thereafter.
- The 1997-2007 Comprehensive Plan designated the property as Single Family Residential-High Density. The rationale at that time was to establish areas along the Penn Avenue corridor for attached single-family developments which would result in fewer access points and provide a buffer by backing up and to detached single family dwellings. Zoning of the property remained C1 at that time.

- The 2008 Comprehensive Plan continued guiding the site for residential uses by designating the site as Low Density Residential (the High Density Single Family category was eliminated). In 2010, after adoption of this plan update, the property was rezoned from C-1 to R, in order to conform with the Comprehensive Plan.
- To reflect the commercial use of the property, the 2040 Comprehensive Plan designated the site within the Community Commercial planned land use category.

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

- In a standalone rezoning request, the City Council is asked to consider whether or not the request is in agreement with the land use designation mapped in the City's Comprehensive Plan.
- As noted in the Executive Summary, the proposed new zoning category would align with the Comprehensive Plan's future land use designation for this site.

C. CRITICAL TIMING ISSUES:

The rezoning application was deemed complete on January 7, 2021 which starts the "60-day clock". The City must make a decision or extend the deadline by an additional 60 days, by March 8, 2021.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on January 25. No members of the public provided testimony prior to or during the public hearing.
- Notice of the public hearing was mailed to properties within 500 feet of the proposed development and published in the Sun Current newspaper. The Planning Commission voted unanimously to recommend approval of rezoning the property to C-1.
- Since the proposed rezoning is from a residential district to a commercial zoning district a two-thirds affirmative vote of the City Council is required per State Statute.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Jeffery O'Neil, property owner

ATTACHMENTS:

Description	Type
☐ Ordinance - Rezone from R to C-1	Ordinance
☐ Zoning Map	Exhibit
☐ Planned Land Uses Map	Exhibit

ORDINANCE NO.

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY CODE
BY REZONING LAND AT 6945 PENN AVENUE SOUTH
AS NEIGHBORHOOD BUSINESS DISTRICT (C-1)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 2 of Appendix I of the Richfield Zoning Code (Neighborhood Business District (C-1)) is amended to add a new Paragraph 19 to read as follows:

(19) M-7 (NE Corner 70th and Penn): Lots 13 and 14 and the South 14 feet of Lot 15, Block 10, Tingdale Brothers Lincoln Hills Second Addition.

Sec. 2. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 23rd day of February, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

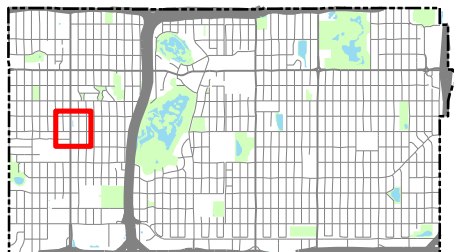
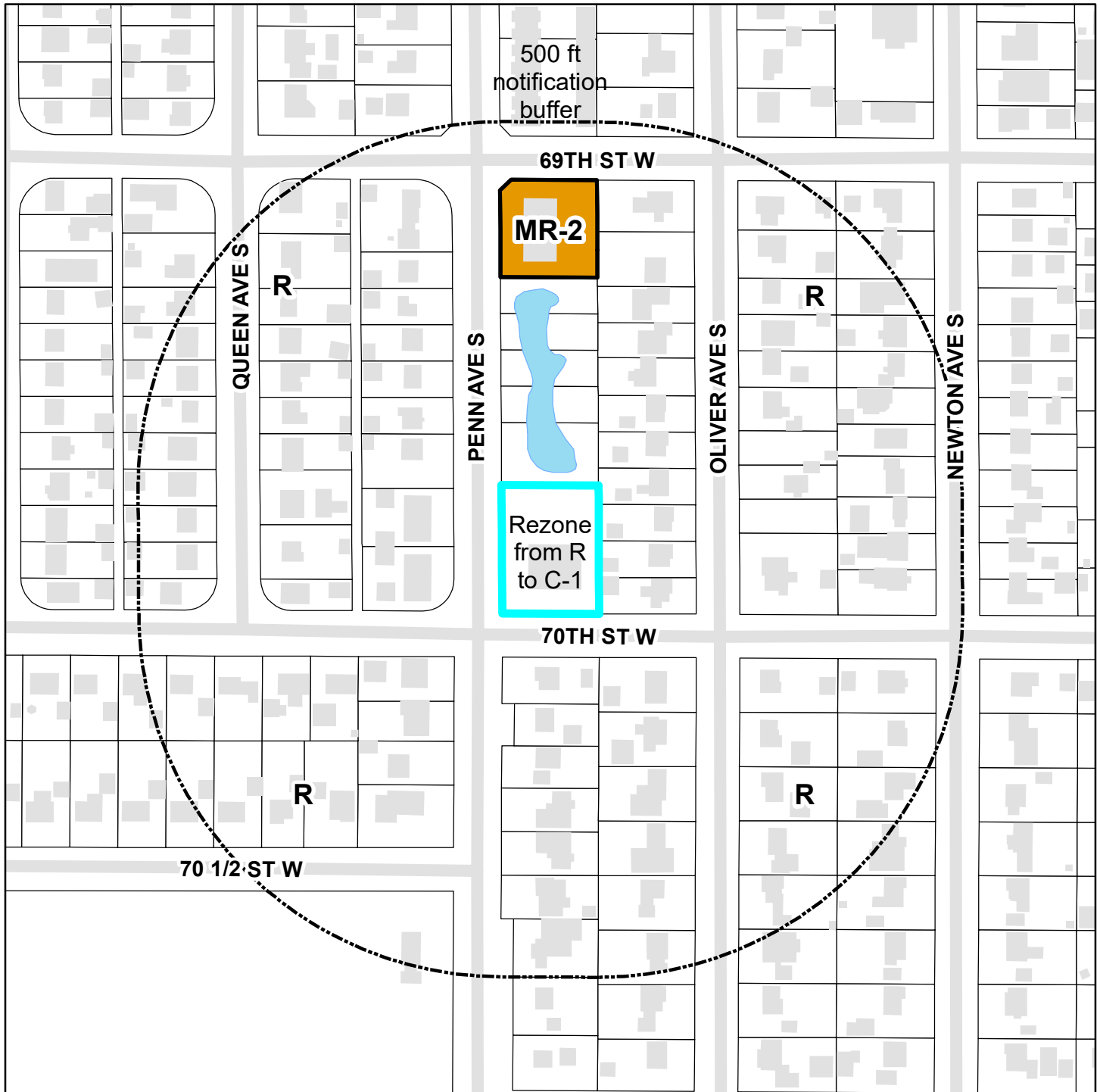
Elizabeth VanHoose, City Clerk



6945 Penn Avenue S

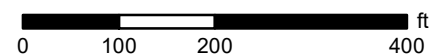
Surrounding Zoning

Case No: 21-RZN-01



Zoning Districts

R Single-Family	MR-2/CAC Multi-Fam + Cedar Overlay	PC-2 Planned General Commercial	MU-C/PAC Mixed Use + Penn Overlay
R-1 Low-Density Single-Family	MR-3 High-Density Multi-Family	PMU Planned Mixed Use	MU-N Mixed Use-Neighborhood
MR-1 Two-Family	SO Service Office	MU-C Mixed Use-Community	MU-R Mixed Use-Regional
PMR Planned Multi-Family	C-1 Community Commercial	MU-C/CAC Mixed Use + Cedar Overlay	I Industrial
MR-2 Multi-Family	C-2 General Commercial		

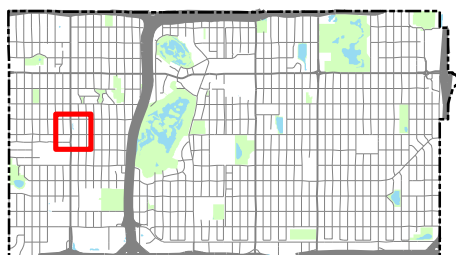
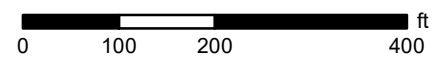




6945 Penn Avenue S

2040 Planned Land Uses

Case No: 21-RZN-01



2040 Planned Land Use

- | | |
|--------------------------|----------------------------|
| Mixed Use | Medium Density Residential |
| Regional Commercial | Low Density Residential |
| Community Commercial | Park |
| Neighborhood Commercial | Quasi-Public |
| High Density Residential | Right-of-Way (ROW) |





STAFF REPORT NO. 33
CITY COUNCIL MEETING
2/23/2021

REPORT PREPARED BY: Lynnette Chambers, Multifamily Housing Coordinator

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
 2/17/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
 2/17/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorize the City Manager to execute agreements with those agencies.

EXECUTIVE SUMMARY:

The 2021 City Budget includes funding for organizations that provide social services that are deemed to be of benefit to the City and the community in general. The 2021 Budget includes \$70,480 for this purpose.

In November 2020, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield for services to be provided in 2021.

A total of 8 proposals were received from the following agencies:

- Headway Emotional Health (The Storefront Group)
- Cornerstone Advocacy Services
- The Family Partnership
- Volunteers Enlisted to Assist People (VEAP)
- Loaves and Fishes
- Planned Parenthood
- Senior Community Services
- Modulo De Informacion De Recursos Y Apoyo (MIRA)

The proposals represent a wide variety of social services offered to Richfield residents.

The organizations requested a total amount of \$135,269.50, exceeding the City's available funding by \$64,789.50.

Two Richfield residents, two staff members and one Council member comprise the committee that reviews the proposals and makes funding recommendations. The review committee's recommendations took into account the type of service(s) to be provided, the target population(s) to be served, and past performance of the social service agency. All ten of the proposals were recommended for funding. The following table details the review committee's recommendations:

Organization	2021 Proposal Request	2021 Recommendation
--------------	-----------------------	---------------------

Headway/Storefront	\$12,000	\$8,000
Cornerstone	\$15,000	\$10,550
VEAP	\$50,000	\$21,160
Loaves and Fishes	\$10,000	\$6,000
The Family Partnership	\$15,000	\$10,000
Senior Community Services	\$10,000	\$7,500
MIRA	\$3,275.50	\$3,270
Planned Parenthood	\$19,994	\$4,000
TOTAL	\$135,269.50	\$70,480

A complete overview of all services to be provided by the various organizations is attached.

RECOMMENDED ACTION:

By motion: Approve the agreements between the recommended non-profit organizations and the City of Richfield, and authorize the City Manager to execute agreements for services with those agencies.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community.
- The City is not authorized to provide grant funding to social service agencies; however, it has been determined that the City can enter into agreements for services with agencies for specific services that are compatible with City activities.
- The 2021 recommendations are based on the following criteria:
 - Demonstrated need of the proposed service for the targeted population.
 - Compatibility with City functions/activities.
 - Partnership and/or assistance with various City services (e.g., public safety).
 - Efforts to serve low-income persons of all races/cultures/ethnicity.
 - Demonstrated value to the community.
 - Past performance.
 - Cost of services and number of persons served.
 - Certified non-profit agency.
- The following chart provides a five-year history of the City of Richfield social service funding to the responding agencies (fields left blank indicate no proposal was made or proposal not funded):

Organization	2016	2017	2018	2019	2020
Headway	\$8,000	\$8,000	\$8,000	\$9,000	\$8,000
Cornerstone	\$11,000	\$12,980	\$13,980	\$12,500	\$10,550
People with CAPES/Adv. for Intentional Living	\$5,000	\$7,500	\$9,250		
Comm. Involve. Program	\$4,000				
TRAIL	\$3,000	\$3,500	\$4,000	\$4,250	\$4,000
VEAP	\$16,000	\$16,000	\$19,250	\$21,230	\$21,230
Loaves and Fishes	\$6,000	\$7,500	\$7,500	\$8,000	\$6,000
Richfield R.E.A.D.Y.	\$1,500	\$2,000	\$1,500		
Family	\$6,980	\$7,000			\$10,000

Partnership						
Senior Services	Comm.	\$6,000	\$6,000	\$7,000	\$9,000	\$7,500
MIRA		\$3,000	\$0	\$0	\$2,000	\$3,200
Richfield Stability Group	Family Work				\$4,500	
TOTAL		\$70,480	\$70,480	\$70,480	\$70,480	\$70,480

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

To partner with other agencies as warranted and practical to assist in the delivery of services to City residents.

C. CRITICAL TIMING ISSUES:

Services are to be provided in the calendar year 2021.

D. FINANCIAL IMPACT:

- A City Council/Administration 2021 allocation of \$70,480 is budgeted for social services. This funding has remained at the same level since 2014.
- The amount requested exceeded the City's available funding by \$64,789.50.
- Given the increased demand for 2021 funding, staff will evaluate funding levels and priorities during this year's budget process.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreements.

ALTERNATIVE RECOMMENDATION(S):

- Approve the recommendations with revised allocations.
- Do not approve the recommendations.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of the Social Service Agencies have been invited to attend.

ATTACHMENTS:

Description	Type
□ 2021 Description of Services	Backup Material
□ 2021 Social Service RFP	Backup Material

CITY OF RICHFIELD

2021 APPLICANT SERVICES DESCRIPTIONS FOR OTHER AGENCY DIVISION SOCIAL SERVICE FUNDING ASSISTANCE

Agency-Program	Description of Services
<i>Headway/The Storefront Group – Youth Counseling Program</i>	Provide outpatient services, community based counseling, case management, and supportive services to youth and families in Richfield.
<i>Modulo de Informacion, Recursos y Apoyo (MIRA)</i>	<p>Funding is to support MIRA's ongoing services to assist the City of Richfield to address areas of need identified in the 2019 survey and 2020 focus groups with Latino residents:</p> <ul style="list-style-type: none"> • City of Richfield Latino Focus Groups • City of Richfield Classes and Information Sessions in Spanish • City of Richfield Communications to Latino Residents
<i>Planned Parenthood</i>	<p>Funding is to support PPMNS Department of Community Education and Engagement provided sexual health programming at Watershed High School between 2012 and 2020 in various capacities. During this time, PPMNS educated over 250 Watershed students through interactive classroom presentations regarding sexually transmitted infections, birth control, sexuality, consent, and healthy relationships. In addition, confidential 1-on-1 Safer Sex Intervention sessions were available to students. Other programming was facilitated as small-group and classroom workshops catering to the school's LGBTQ+ students.</p>
<i>Cornerstone Advocacy Service – Crisis Intervention</i>	<p>Funding is to support Cornerstone's full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence, human trafficking and general crime.</p> <p>Cornerstone is a pioneer in developing primary prevention and early intervention programs for children and youth. Cornerstone offers crisis intervention services 24/7 and their emergency shelter provides safe refuge when a victim is in imminent danger of assault. Cornerstone provides assistance to victims needing to file an Order for Protection or Harassment Order without cost to that victim.</p>
<i>Loaves & Fishes – meals, referrals, and advocacy services</i>	<p>Loaves and Fishes is a long-established, volunteer-driven, nonprofit organization providing healthy meals people in need. Our holistic recipe for success is predicated on the knowledge that food is medicine and a basic human right, serving just any kind of meal to hungry residents is shortsighted and ultimately more costly, and proper nutrition helps open the door to opportunity. We offer prepared meal service with social service advocacy at 2 community-access locations – at Hope Presbyterian Church and Woodlake Lutheran Church in Richfield. Our robust food rescue operation, as well as our status as the only Minnesota redistributor of Second Harvest Heartland food, supports our meal services in the city of Richfield.</p>
<i>Senior Community Services</i>	<p>Senior Outreach provides service/case management and supportive counseling to frail older adults and their caregivers to help senior remain as independent as possible and to assist caregivers in providing care while maintaining balance in their lives.</p>

<i>VEAP (Volunteers Enlisted to Assist People)</i>	VEAP's Social Services program's primary goal is to create a path to stability for low-income individuals, seniors, youth, and families in the City of Richfield. The program strives to do this by providing food, financial, and supportive services that increase access to healthy food and stable housing, minimize or prevent crisis situations, and increase client resourcefulness.
<i>The Family Partnership</i>	The Family Partnership's School-Linked Mental Health program provides one-to-one mental health therapy co-located within Richfield Public Schools. The program acts as a mental health resource for school staff, students, and parents, providing referrals as well as vital information on mental health. The Family Partnership's School-Linked Mental Health program is currently in Richfield Middle School and Centennial Elementary with a possibility of expanding to the STEM Elementary School.

CITY OF RICHFIELD
REQUEST FOR PROPOSALS FOR
SOCIAL SERVICES
2021

The City of Richfield is seeking proposals for social services from non-profit agencies serving the City of Richfield. Funding parameters and priority goals for the purpose of making the best use of funds are as follows:

Funding Parameters

- Any non-profit organization is eligible to apply.
- Projects must serve Richfield residents.
- Services must be compatible with City functions and activities.

Priority Goals

Projects must address at least one of the following areas:

- Services for people impacted by the COVID-19 pandemic.
- Homelessness prevention
- Services for vulnerable senior residents.
- Services for individuals, families, teens and/or children at risk.
- Housing support services for low-income persons and persons at risk.

Award Criteria

Proposals must meet one or more of the following criteria:

- Demonstrated need of the proposed service for the targeted population.
- Compatibility with City functions/activities.
- Partnership and/or assistance with various City services (i.e., public safety).
- Efforts to serve low-income persons of all races/cultures/ethnicities.
- Demonstrated value to the community.
- Certified Non-Profit agency.

Proposal's must be submitted by 4:30 p.m. December 31, 2020

LATE PROPOSALS WILL NOT BE ACCEPTED

Proposals must be submitted by 4:30 p.m. December 31, 2020

LATE PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL SUBMISSION INSTRUCTIONS

The information requested in the attached Request for Proposals must be addressed in your proposal.

Submit **1 electronic copy** of your agencies proposal by **4:30 p.m. December 31, 2020** (**LATE PROPOSALS WILL NOT BE ACCEPTED**) to:

Lynnette Chambers
City of Richfield
6700 Portland Avenue
Richfield, MN 55423
Ichambers@richfieldmn.gov

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in February 2021.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2021 and submit semi-annual reports on service outcomes.

Please contact Lynnette Chambers at 612-861-9773 or Ichambers@richfieldmn.gov with any questions.

Proposals must be submitted by 4:30 p.m. December 31, 2020

LATE PROPOSALS WILL NOT BE ACCEPTED

CITY OF RICHFIELD

2021 REQUEST FOR PROPOSALS FOR SOCIAL SERVICE ASSISTANCE

Proposals for social services must include the following:

PROPOSAL HEADING

1. Agency name, address, contact person, and phone/fax/email
2. Amount of request
3. Brief description of service(s) provided
4. Identify priority area(s) you are addressing:
 - a) Services for vulnerable senior residents
 - b) Services for individuals, families, teens and/or children at risk
 - c) Housing support services for low-income persons and persons at risk
 - d) Other: Please Specify
5. Explain how the services you are proposing to provide will benefit the City of Richfield.
6. Explain any formal or informal partnership you have with the City of Richfield (i.e., assisting Public Safety through the services you provide, etc.)

ADMINISTRATION

1. Provide a mission statement for your agency.
2. Provide verification of your organization's non-profit legal status.
3. Indicate your **total agency budget** for 2020.
4. Indicate your **proposed project budget** for 2020. Itemize proposed expenses and describe as applicable. Indicate both proposed City funds and other funds to support the project.

PROGRAM

1. Describe service to be funded, including:
 - a) Brief statement detailing the service and how it is provided
 - b) Target population(s); estimated number of **unduplicated** individuals you plan to serve residing in the City of Richfield
 - c) Eligibility criteria and process
 - d) How clients are involved in the planning process for service
 - e) Desired client outcomes and methods of evaluating and measuring client progress (use attached "Proposed Outcome/Evaluation Methods" form)
3. Demonstrate the need for the proposed service.
4. Describe outreach efforts to target populations, including immigrant and low-income individuals.

***Please contact Lynnette Chambers at 612-861-9773 or
lchambers@richfieldmn.gov with any questions.***

Proposals must be submitted by 4:30 p.m. December 31, 2020

LATE PROPOSALS WILL NOT BE ACCEPTED

**City of Richfield Social Service Programs - 2021
Proposed Outcomes/Evaluation Methods**

Name of Applicant Organization: _____

Address: _____

Contact Person: _____

Phone: _____ **Email:** _____

Brief description of service(s):

Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – <u>relate outcomes to client progress</u> Outcomes indicate what result, benefit, or change would come from the service provided. Outcomes can be: 1) <i>initial</i> , such as increased knowledge, understanding, or skills; 2) <i>intermediate</i> , such as change in a specific behavior or attitude; or 3) <i>long term</i> , such as a change in the condition or status of people.	Indicators: Describe methods of evaluating proposed outcomes – <u>how you will measure client progress</u>