



**SPECIAL CITY COUNCIL WORKSESSION  
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM  
FEBRUARY 13, 2018  
6:00 PM**

Call to order

1. The City's communication efforts

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 OF RICHFIELD, MINNESOTA**  
Office of City Manager

February 8, 2018

Council Memorandum No. 13

The Honorable Mayor  
and  
Members of the City Council

Subject: City communication efforts

Council Members:

With a new media coordinator, it was requested by the city council that a discussion is held about the tools the city uses to communicate with residents.

At the work session on February 13, media coordinator Neil Ruhland will give a brief presentation on past, present and future communication strategies. He will explain how incorporating new communication strategies will better connect with residents.

Mr. Ruhland will seek feedback from the city council regarding these new communication practices, as well as any other ideas the council might have that will improve communication with residents.

Future communication efforts discussed will include:

- Developing a brand for the city
- Expanding city's social media presence
- Establish external newsletter
- Reorganizing city website
- Create city citizens academy
- Leverage communication partnership with Richfield schools
- Edit and expand city style guide

Mr. Ruhland looks forward to discussing his vision for city communication moving forward. He believes that through these new communication strategies the city can better tell its stories to residents, garner more resident participation in city programming and increase positive opinion about the city's government.

Respectfully submitted,

  
Steven L. Devich

City Manager

SLD:nr

Email: Assistant City Manager  
Department Directors



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
FEBRUARY 13, 2018  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council work session of January 20, 2018; (2) Special City Council work session of January 23, 2018; and (3) Regular City Council meeting of January 23, 2018.

**COUNCIL DISCUSSION**

1.
  - Hats Off to Hometown Hits
  - Select Councilmember as liaison to the organics taskforce

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **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. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2018.  
Staff Report No. 28
  - B. Consideration of the approval of setting a public hearing to be held on March 13, 2018, for the consideration of the issuance of new On-Sale Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, located at 7745 Lyndale Ave South.  
Staff Report No. 29
4. Consideration of items, if any, removed from Consent Calendar

**PUBLIC HEARINGS**

5. Public hearing and consideration of the revocation of First Step, LLC (Richfield Health Massage) business

license for violations of operating with three unlicensed massage therapists, engaging in prohibited massage, and charges of gross misdemeanor prostitution.

Staff Report No. 30

6. Public hearing and consideration of the approval of a resolution specifying the use of funds from the Community Development Block Grant allocation for 2018 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

Staff Report No. 31

7. Public hearing and consideration of the approval of a resolution granting approval of the final plat of the Cedar Point Commons 2nd Addition.

Staff Report No. 32

### **PROPOSED ORDINANCES**

8. Consideration of the approval of the first reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries.

Staff Report No. 33

### **RESOLUTIONS**

9. Consideration of the approval of a resolution approving the contract with the Police Lieutenants Teamsters 320 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.

Staff Report No. 34

### **OTHER BUSINESS**

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

Staff Report No. 35

### **CITY MANAGER'S REPORT**

11. City Manager's Report

### **CLAIMS AND PAYROLLS**

12. Claims and Payrolls

Open forum (15 minutes maximum)

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

13. 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 Work Session**  
**January 20, 2018**

**CALL TO ORDER**

The work session was called to order by Mayor Elliott at 8:30 a.m. in the Babcock Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

<b>Item #1</b>	<b>INTERVIEWS OF PERSONS INTERESTED IN SERVING ON THE CITY'S ADVISORY COMMISSIONS.</b>
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The City Council conducted interviews of the following applicants for appointment to City Advisory Boards and Commissions:

Patricia "Pixie" Pixler  
 Karin Wolverton  
 Laura Weiglein  
 James Versteeg  
 Brandt Krueger  
 Nicole Nee  
 Chelsea Knauf

Katherine Goodemote  
 Kara Skahen  
 Berline Pierre-Louis  
 James Rudolph  
 Wes Dunser  
 Anne Basso  
 Patrick Bergin

David Fiedler  
 Samantha Downs  
 Kathryn Quam  
 Meg Slindee  
 Cathy Stephens  
 Kevin Wendt  
 Sana Juma

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 2:45 p.m.

Date Approved: February 13, 2018

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Pat Elliott  
 Mayor

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Jared Voto  
 Executive Aide/Analyst

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Steven L. Devich  
 City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special City Council Work Session

January 23, 2018

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Elliott at 5:45 p.m. in the Bartholomew Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Maria Regan Gonzalez; Simon Trautmann (arrived at 5:48 p.m.); and Michael Howard (arrived at 6:27 p.m.).

*Staff Present:* Steven L. Devich, City Manager; Jim Topitzhofer, Recreation Services Director; Chris Link, Operations Superintendent; Taylor Burandt, Public Works Administrative Aide/Analyst; and Jared Voto, Executive Aide/Analyst.

<b>Item #1</b>	<b>DISCUSSION OF SOLAR OPTIONS</b>
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Public Works Administrative Aide/Analyst Burandt presented alternative energy options, giving background on the City Council goals, the City’s “Green Team”, information gathering by staff and energy audits by energy consultants, and provided a recommendation to continue the process forward with selecting an energy consultant or installer to pursue solar projects, subject to no financial obligation.

Councilmembers asked about the purchase power agreements, the solar array, and what would happen if the tax credits are no longer available. Councilmembers agreed with the recommendation.

<b>Item #2</b>	<b>DISCUSSION OF ORGANICS COLLECTION</b>
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Recreation Services Director Topitzhofer introduced Ben Knudson from Hennepin County and Molly Olson from Wood Lake Nature Center, as well as members from the Richfield League of Women Voters and the Richfield Social Justice group. Mr. Topitzhofer shared tonight’s objectives, provided background from the September work session, and provided the five options shared at the previous work session and two options preferred by the Council: establish organics drop off site(s) and organize hauling and require organics collection by contract.

Ms. Olson provided the recommended action plan and went through an overview of the recommendations and went into detail of establishing drop-off site(s) following Dakota County’s model.

Mr. Knudson discussed Hennepin County’s upcoming grant program and answered questions from Councilmembers.

Mr. Topitzhofer discussed the formation of an organics taskforce and their duties to establish organics drop-off locations and working toward organized waste hauling.

Councilmembers asked questions about the process and commented on the importance of educating the public.

Members of the audience made comments endorsing organics collection, sharing their excitement for drop-off sites and hope that all residents will have the opportunity to participate once it is incorporated into organized waste collection.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:54 p.m.

Date Approved: February 13, 2018

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

January 23, 2018

### CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:00 p.m. in the Council Chambers.

*Councilmembers Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

*Staff Present:* Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; Kristin Asher, Public Works Director; Jay Henthorne, Public Safety Director/Police Chief; John Stark, Community Development Director; Jim Topitzhofer, Recreation Services Director; Melissa Poehlman, Planning & Redevelopment Manager/Assistant CD Director; and Jared Voto, Executive Aide/Analyst.

### OPEN FORUM

None.

### PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Howard, S/Garcia to approve the minutes of the: (1) Special City Council work session of January 9, 2018; (2) Special City Council, Housing and Redevelopment Authority, and Planning Commission work session of January 9, 2018; (3) Regular City Council meeting of January 9, 2018; and (4) Special City Council work session of January 13, 2018.

Motion carried 5-0.

Item #1

**PRESENTATION OF THE OFFICER OF THE YEAR 2017 AWARD TO RICHFIELD POLICE OFFICER NICHOLAS SCHIPP**

Chief Henthorne presented the Officer of the Year Award for 2017 to Officer Nicholas Schipp.

<b>Item #2</b>	<b>FRIENDS OF THE RICHFIELD BAND SHELL DRAWING FOR A LEGACY BRICK AT THE NEW BAND SHELL</b>
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Sue Sandahl provided an update on the legacy brick campaign and indicated the group would be coming back to a future Council meeting.

<b>Item #3</b>	<b>COUNCIL DISCUSSION</b> <ul style="list-style-type: none"> <li>• Hats Off to Hometown Hits</li> </ul>
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Councilmember Garcia spoke regarding the Richfield Optimists Club chili and salad dinner on February 9 at Woodlake Lutheran Church; youth sports registration on February 8; and commission interviews.

Councilmember Trautmann spoke regarding the Bloomington League of Women Voters Caucus workshop on January 27.

Councilmember Howard spoke regarding the commission interviews and thanked the Public Works staff for their snow plowing efforts and community for helping each other dig out.

Councilmember Regan Gonzalez spoke regarding the Richfield affordable housing forum held by the Richfield League of Women Voters on January 27; the snow event and the community coming together to help each other; and the commission interviews.

Mayor Elliott spoke regarding the quality of the commission applicants; creating a new commission with regard to City communications; and checking in with the seniors in our community during snow events.

<b>Item #4</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Trautmann, S/Regan Gonzalez to approve the agenda.

Motion carried 5-0.

<b>Item #5</b>	<b>CONSENT CALENDAR</b>
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City Manager Devich presented the consent calendar.

- A. Consideration of the approval of a resolution supporting nominations for the Minnesota Department of Transportation's Corridors of Commerce program solicitation. (S.R. No. 18)

**RESOLUTION NO. 11471**  
**RESOLUTION APPROVING THE SUBMITTAL OF PROJECTS FOR**  
**CONSIDERATION BY THE STATE OF MINNESOTA'S 2018**  
**CORRIDORS OF COMMERCE PROGRAM**

This resolution appears as Resolution No. 11471.

- B. Consideration of the approval to authorize staff to hire Hoisington Kogler Group, Inc. to complete remaining work for the 2018 Comprehensive Plan update. (S.R. No. 19)
- C. Consideration of the authorization of the City Manager to execute a site lease agreement with New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for antenna space on Penn Avenue water tower. (S.R. No. 20)
- D. Consideration of the approval of a resolution clarifying the repayment schedule for the assessment for removal of diseased trees from private property for work ordered in 2016. (S.R. No. 21)

RESOLUTION NO. 11472  
 RESOLUTION CLARIFYING THE REPAYMENT SCHEDULE OF THE  
 ADOPTED ASSESSMENT FOR THE REMOVAL OF DISEASED TREES  
 FROM PRIVATE PROPERTY FOR WORK ORDERED DURING  
 JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

This resolution appears as Resolution No. 11472.

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

Motion carried 5-0.

<b>Item #6</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #7</b>	<b>CONSIDERATION OF A VARIETY OF LAND USE APPROVALS RELATED TO A PROPOSAL FOR CONSTRUCTION OF A NEW AUTO DEALERSHIP AT 1550 78TH STREET EAST. (S.R. NO. 22)</b>
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Mayor Elliott presented Staff Report No. 22.

Councilmembers and staff discussed the work completed since the first reading, the communication of the projects progress in the future for the public and Council, and the value this project adds to the community.

M/Elliott, S/Garcia to approve a second reading of an ordinance amending Appendix I of the Richfield City Code to change the zoning designation 1550 78th Street East from Mixed Use Regional (MU-R) to Planned Mixed Use (PMU) and approve the attached resolution for a Conditional Use Permit and Final Development Plan for a Planned Unit Development that would allow construction of an automobile dealership at 1550 78th Street East.

RESOLUTION NO. 11473  
 RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN AND  
 CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT  
 AT 1550 78TH STREET EAST

Motion carried 5-0. This resolution appears as Resolution No. 11473.

Councilmembers thanked Morrie’s Auto Group for their work on the project and with staff, welcomed them to Richfield and agreed they will be wonderful neighbors.

<b>Item #8</b>	<b>CONSIDERATION OF THE APPROVAL OF A RESOLUTION PERTAINING TO FILING OF THE PAY EQUITY REPORT WITH THE MINNESOTA MANAGEMENT AND BUDGET DEPARTMENT AND THE APPROVAL OF A RESOLUTION APPROVING THE REVISED 2018 GENERAL SERVICES COMPENSATION PLAN TO REFLECT THE ELIMINATION OF A STEP IN THE GS1 THROUGH GS6E PAY GRADES. (S.R. NO. 23)</b>
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Councilmember Trautmann presented Staff Report No. 23.

M/Trautmann, S/Elliott to adopt a resolution pertaining to filing of the Pay Equity Report with the Minnesota Management and Budget Department and adopt a resolution approving the revised 2018 General Services Compensation Plan.

RESOLUTION NO. 11474  
RESOLUTION RELATING TO THE 2018 GENERAL SERVICES  
SALARY COMPENSATION PLAN

Motion carried 5-0. This resolution appears as Resolution No. 11474.

<b>Item #9</b>	<b>CONSIDERATION OF: 1. APPROVAL OF THE FINAL PLANS AND SPECIFICATIONS FOR THE 66TH STREET STREETSCAPING PROJECT (CP41009); AND 2. AUTHORIZING STAFF TO ADVERTISE FOR BIDS. (S.R. NO. 24)</b>
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Councilmember Howard presented Staff Report No. 24.

M/Howard, S/Regan Gonzalez to approve final plans and specifications for the 66th Street Landscaping Project (CP 41009) and authorize staff to advertise for bids.

Motion carried 5-0.

<b>Item #10</b>	<b>DISCUSSION REGARDING CITY COUNCIL ATTENDANCE AT THE 2018 NATIONAL LEAGUE OF CITIES (NLC) CONFERENCES. (S.R. NO. 25)</b>
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Mayor Elliott presented Staff Report No. 25.

Councilmembers discussed their interest in attending either of the conferences.

M/Elliott, S/Garcia designated no Councilmembers to attend the March 11-14, 2018 NLC Congressional City Conference in Washington, D.C. and reserved designation to the November 7-10, 2018 NLC City Summit in Los Angeles, CA for a later date.

Motion carried 5-0.

<b>Item #11</b>	<b>CONSIDERATION OF DESIGNATING REPRESENTATIVES TO SERVE AS THE 2018 LIAISONS TO VARIOUS METROPOLITAN AGENCIES AND CITY COMMISSIONS. (S.R. NO. 26)</b>
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Mayor Elliott presented Staff Report No. 26.

Council discussed appointing Councilmember Trautmann as the liaison to commissions, as he was elected mid-year in 2017.

M/Elliott, S/Garcia to designate City Council liaison appointments to various metropolitan agencies and City commissions for 2018.

Motion carried 5-0.

<b>Item #12</b>	<b>CONSIDERATION OF APPOINTMENTS TO CITY ADVISORY COMMISSIONS. (S.R. NO. 27)</b>
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Councilmember Trautmann presented Staff Report No. 27 and read the names of the individuals appointed to each commission.

M/Elliott, S/Trautmann to appoint persons to fill the expiring or vacant terms on City advisory commissions.

Motion carried 5-0.

<b>Item #13</b>	<b>CITY MANAGER’S REPORT</b>
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City Manager Devich discussed scheduling the legislative breakfast and the great response of applicants for City advisory commissions.

<b>Item #14</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>01/23/18</b>
A/P Checks: 265050 - 265464	\$ 1,381,491.27
Payroll: 133472 - 133807	<u>605,735.12</u>
TOTAL	\$ 1,987,226.39

Motion carried 5-0.

**OPEN FORUM**

None.

<b>Item #15</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 7:58 p.m.

Date Approved: February 13, 2018

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**STAFF REPORT NO. 28**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Jennifer J Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/2/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/5/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2018.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health contract with the City of Bloomington to provide public health services on Richfield's behalf for 40 years. The 2018 contractual agreement with Bloomington requires City Council approval and reflects an approximate 2% increase in the 2018 contract amount over the 2017 contract amount.

**RECOMMENDED ACTION:**

**By motion: Approve the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2018**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2018 reflects an approximate 2% increase over the 2017 contract amount. The contract amount for 2018 is \$247,656; with the 2017 contract amount having been \$242,308.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of the dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health subsidy.

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

- The City of Bloomington has sufficient resources to provide a professional level of public health services to Richfield residents. Annual evaluations of their services has demonstrated that they are providing effective services in a very cost efficient manner and that Richfield residents are very satisfied.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may choose to have Richfield provide its own public health nursing services. The costs of hiring the nursing staff necessary to provide the same level of services and administrative support would be more than our current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
▢ 2018 Public Health Contract with Bloomington	Cover Memo

**AGREEMENT BETWEEN  
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA  
FOR PUBLIC HEALTH SERVICES**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Bloomington, acting through its Public Health Division, a Minnesota municipal corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington"), and the City of Richfield, a Minnesota municipal corporation, located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield").

**WITNESSETH:**

**WHEREAS**, Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements; and

**WHEREAS**, Bloomington provides local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, disease prevention and control, health planning, and program administration; and

**WHEREAS**, Richfield wishes to promote, support, and maintain the health of its residents by providing local public health services such as health education, communicable disease programs, public health nursing services, health assessment, counseling, teaching, and evaluation in the community, home and clinic setting at a nominal fee to those making use of such services; and

**WHEREAS**, Richfield wishes to contract with Bloomington to provide such services to residents of Richfield; and

**WHEREAS**, the governing bodies of Bloomington and Richfield are authorized by Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59, Subdivision 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield; and

**WHEREAS**, through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.06, Subdivision 5a.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2018, to December 31, 2018, subject to termination as provided in Article VI.

## **II. DUTIES OF BLOOMINGTON**

A. Bloomington agrees to provide residents of Richfield with local public health services (hereinafter called "Public Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Public Health Services into the community.

B. Bloomington agrees to provide Public Health Services utilizing the same quality and kind of personnel, equipment and facilities as Public Health Services are provided and rendered to residents of Bloomington.

C. Bloomington shall provide the Public Health Services on a confidential basis, using duly trained professionals.

D. Bloomington shall provide Public Health Services in compliance with applicable federal, state, and local public health laws, policies, rules, and procedures.

E. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services.

F. Bloomington will communicate with Richfield regarding its Public Health Services in the form of reports, conferences, or consultations, as Richfield shall reasonably request. All reports relating to Public Health Services that are given by Bloomington to the Bloomington City Council or to the Bloomington City Manager during the term of this Agreement shall also be given to Richfield.

G. Bloomington also agrees to send Richfield an annual report describing its Public Health Services in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or an appropriate Richfield board or commission, to answer questions and give further information on the Public Health Services.

H. Bloomington will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2018 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.

### **III. DUTIES OF RICHFIELD**

A. Richfield shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED FIFTY SIX AND NO/100 DOLLARS (\$247,656.00) during the term of this Agreement as described in Exhibit A, which is incorporated by reference.

### **IV. DUTIES OF THE PARTIES**

A. Bloomington and Richfield understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and payments of any kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Public Health Services. Except as agreed to herein, any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

B. To the extent allowed by law, the parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:

1. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000.
2. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.

C. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2.

D. Bloomington agrees to maintain medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

E. To the extent allowed by law, the parties shall defend, indemnify and hold each other and their guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors harmless from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the other's (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of

use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of the acting party, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

F. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Bloomington's staff as the agents, representatives or employees of Richfield for any purpose in any manner whatsoever. Bloomington and its agents, representatives or employees are to be and shall remain an independent contractor with respect to all services performed under this Agreement. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required under this Agreement, shall not be considered employees of Richfield, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors shall in no way be the responsibility of Richfield; and Bloomington shall defend, indemnify and hold Richfield, its officers, officials, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel shall not be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

G. To the extent permitted by law, Bloomington agrees that Richfield has the right to use, reproduce and apply as it desires, any data, reports, analyses and materials that are collected or developed by Bloomington or anyone acting on behalf of Bloomington as a result of this Agreement.

H. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when sent via electronic mail to the following addresses if the notice is contemporaneously deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road  
Bloomington, Minnesota 55431  
Attention: City Manager

To Richfield: 6700 Portland Avenue South  
Richfield, Minnesota 55423  
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

## V. GENERAL PROVISIONS

A. Entire Agreement. This Agreement, any attached exhibits and any amendments signed by the parties, represents the entire Agreement between the parties and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

B. Applicable Laws. This Agreement shall be interpreted using the laws of the State of Minnesota. The parties agree to cooperate with each other in order to comply with all applicable local, state and federal laws, rules, regulations and ordinances in the performance of the duties of and arising from this Agreement, including but not limited to the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), the Americans with Disabilities Act, as amended (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and Minn. Stat § 16C.05, Subd. 5. The parties agree to hold harmless and indemnify the other from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA or Section 504, or both, caused by the other. Upon request, an accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Richfield agrees to utilize its own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. The parties agree to designated coordinators to facilitate compliance with these applicable laws.

C. Assignment. This Agreement shall not be assigned except with the written consent of the parties.

D. Mediation. The parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

E. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

F. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

## VI. TERMINATION

Either party may terminate this Agreement for any reason upon giving one hundred twenty (120) days' advanced written notice to the other party.

In the event of termination,

1. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Richfield, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by this Agreement, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.
2. The parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
3. The provisions of Article IV and V shall continue and survive termination.

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF BLOOMINGTON, MINNESOTA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

**CITY OF RICHFIELD, MINNESOTA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Its City Manager

Exhibit A  
PAYMENT

A. Richfield shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED FIFTY SIX AND NO/100 DOLLARS (\$247,656.00) for Public Health Services provided pursuant to this Agreement according to the following terms:

1. Payment shall be made in quarterly installments of SIXTY ONE THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND 00/100 (\$61,914.00).
2. On April 15, July 15, and October 15, 2018 and on January 15, 2019, Bloomington shall send to Richfield a statement covering the period of three (3) calendar months preceding the month in which the statement is given.
3. Payment shall be made to Bloomington within fifteen (15) days of the receipt by Richfield of the statements to be given pursuant to Exhibit A, Paragraph A. 2. hereof, subject, however, to the provisions of Exhibit A, Paragraph A. 4. hereof.
4. Should any dispute arise over this Agreement, Richfield shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Article V, Paragraph D of this Agreement.



**STAFF REPORT NO. 29**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of setting a public hearing to be held on March 13, 2018, for the consideration of the issuance of new On-Sale Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, located at 7745 Lyndale Ave South.**

**EXECUTIVE SUMMARY:**

On December 5, 2017, the City received application materials for new On-Sale Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, located at 7745 Lyndale Ave South. Lyndale Smokehouse will be operating out of the lower level of the Four Points by Sheraton Hotel located at the same address listed above.

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

**RECOMMENDED ACTION:**

**By motion: Approve setting a public hearing to be held on March 13, 2018, for the consideration of the issuance of new On-Sale Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, located at 7745 Lyndale Ave 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 13, 2018.

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

- City ordinance requires the City Council to conduct a public hearing to consider all On-Sale Intoxicating and Sunday 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 13, 2018 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 Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse
- 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. 30**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
2/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of the revocation of First Step, LLC (Richfield Health Massage) business license for violations of operating with three unlicensed massage therapists, engaging in prohibited massage, and charges of gross misdemeanor prostitution.**

**EXECUTIVE SUMMARY:**

The City of Richfield served a search warrant on First Step, LLC (Richfield Health Massage) located at 7610 Lyndale Ave S. on January 11, 2018. Due to discovering illicit activity occurring on the premises, the Richfield Police Department immediately closed the establishment. One therapist has been formally charged with gross misdemeanor prostitution.

The licensee was also operating the business in violation of City Code. Three individual massage therapists were engaging in prohibited massage, failed to use the required coverings on persons receiving a massage and had not obtained the required licensure from the City, despite several notices from City staff about this requirement to the licensee. Two of the women have been formally charged with misdemeanor massage without a license.

Based on the seriousness of the criminal charges and other code violations, City staff is recommending that the Council revoke the establishment's business license. The licensee has a right to a public hearing before any action is taken. Pursuant to City Code, the City gave written notice to the licensee informing it of the impending license revocation, the nature of the charges and basis for the proposed revocation, the right to a hearing, and the time and place of the hearing.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve revocation of the business license of First Step, LLC located at 7610 Lyndale Ave So., Richfield, Minnesota and direct staff to bring a Resolution with Findings supporting the revocation back to the City Council for approval at its next meeting.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- The City of Richfield Police Department first became aware of illegal activity at First Step, LLC

on December 26, 2017 when it received a tip from a patron of First Step, LLC.

- After a thorough investigation and undercover operation, a search warrant was procured on January 10, 2018 and executed on January 11, 2018. Code violations were discovered during the undercover operation.
- In regard to licensing of staff, the owner of First Step, LLC was instructed at the time of application (early July 2016) that anyone providing massage services needed to be licensed through the City of Richfield. In all instances, this information was communicated via a translator and/or mobile translation application.
- In late July 2016, the owner was reminded again about the need for staff to be licensed via a letter from the City of Richfield regarding items missing from his business license application packet.
- When the business opened in March 2017, the owner attempted to have a woman licensed but because she didn't have the necessary education and experience, she was denied licensure.
- To date, Business Licensing has not received any applications for the staff who were providing services and arrested on January 11, 2018 at First Step, LLC.

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

- City Code 1188.27 states "A license granted under this section may be suspended or revoked by the City Council by resolution upon notice and public hearing for any violation of this Chapter, conviction of any crime or misdemeanor or any fraud, misrepresentations or incorrect statements in the license application or in the course of operating or conducting business."
- City Code 1188.21 imposes the following license restrictions:
  - **Subd. 5. Employment of unlicensed massage therapists prohibited.** No therapeutic massage enterprise shall employ or use any person to perform therapeutic massage who is not licensed as a therapeutic massage therapist under this code, unless this person is specifically exempted from obtaining a therapist license in Section 1188.07 of this code.
  - **Subd. 6. Coverings.** The massage therapist must require that the person who is receiving the massage will at all times have that person's breasts, buttocks, anus and genitals covered with non-transparent material or clothing. A massage therapist performing therapeutic massage must have the therapist's breasts, buttocks, anus and genitals covered with a non-transparent material clothing at all times.
  - **Subd. 7. Prohibited massage.** A massage therapist may not intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva or vaginal area of a person.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- Other than the loss of license fees, there is no financial impact.

**E. LEGAL CONSIDERATION:**

- N/A

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council could choose not to revoke the enterprise business licence, allowing First Step, LLC to continue operating in Richfield, however due to the seriousness of the charges, city staff strongly recommend revoking the business license.
- The Council could choose to suspend the license with certain conditions.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Owner of First Step, LLC and Attorney

**ATTACHMENTS:**

Description	Type
□ July 2016 communication	Cover Memo

▣ Photos

Backup Material

## LaTonia DuBois

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**From:** LaTonia DuBois  
**Sent:** Thursday, July 07, 2016 11:22 AM  
**To:** 'liuhewei2014@gmail.com'  
**Cc:** Jessica Mitchell  
**Subject:** FW: Richfield

Tracking:	Recipient	Delivery	Read
	'liuhewei2014@gmail.com'		
	Jessica Mitchell	Delivered: 7/7/2016 11:22 AM	Read: 7/11/2016 8:49 AM

Hello Mr. Wei,

Unfortunately we have a communication barrier, perhaps this can be translated for you. What I was trying to explain when you came in today, is you need to meet all of the requirements of Richfield City Ordinance 1188 to obtain Therapeutic Massage Enterprise and Therapeutic Massage Therapist Licenses.

When you came to the counter you were missing a few items. You need to have 2 years of employment history and you need to show proof of employment history that can be verified. You also need to be a current member in good standing with the American Massage Therapy Association, the Associated Bodywork and Massage Professionals or other any other organization of therapeutic massage professionals. You need to have current insurance coverage over \$1,000,000.00 for professional liability.

We also need applications completed for each individual that will be performing massage. Each Massage Therapist will also be required to meet the conditions of the Massage Therapist ordinance and provide the evidence listed in the box on the Massage Therapist application, I put a star on the top of the page when you were here and I highlighted the items I did not see today.

Once you submit your application, with all the required information and fees, it will be forwarded to the Police Department for a background investigation. The background fee submitted with your application is non-refundable. We suggest you have someone read the ordinance and verify your applications are complete and that you are able to meet the requirements of the ordinance prior to submitting them to Business Licensing staff.

I hope this helps.

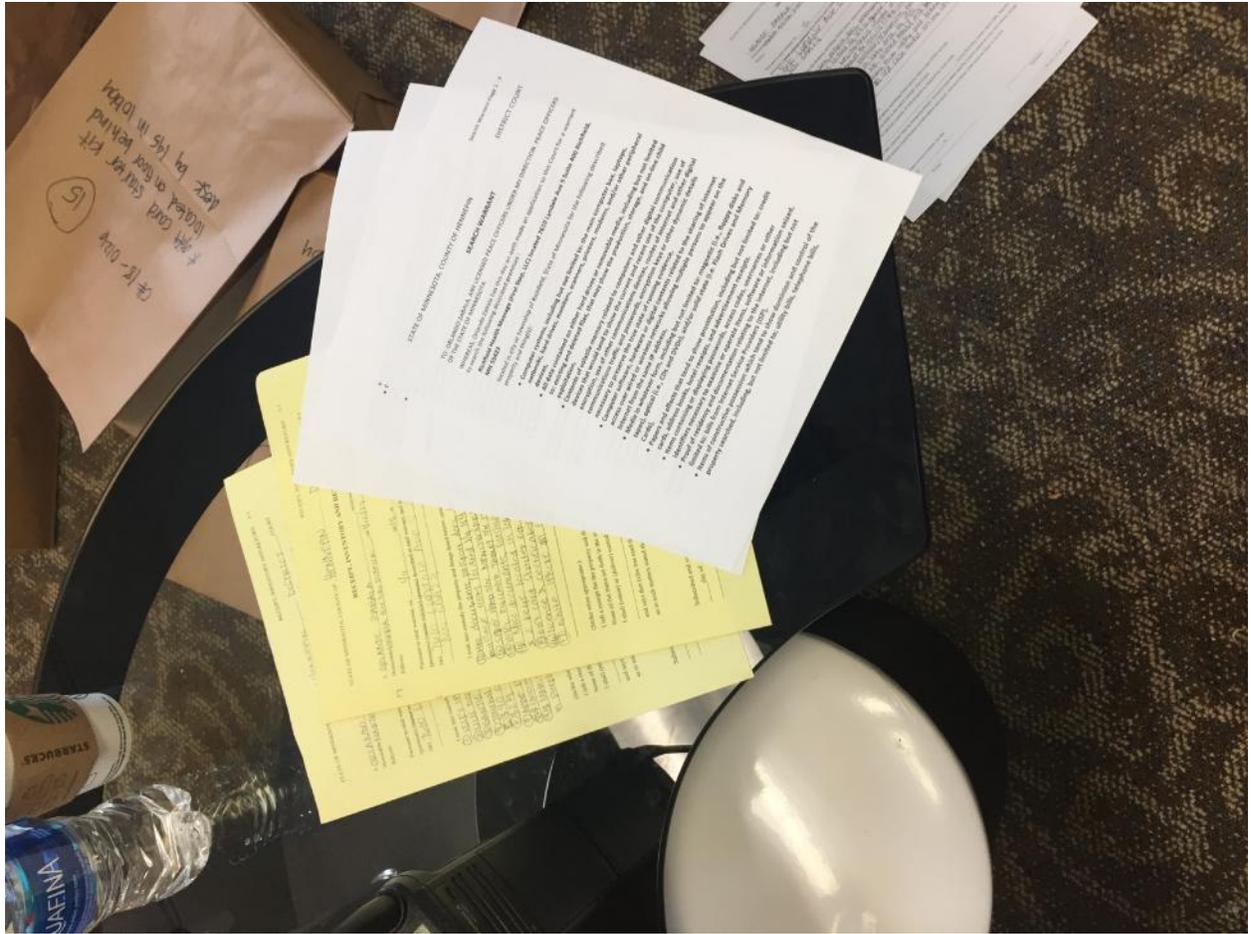


**LaTonia DuBois** | Business Licensing  
**City of Richfield** | 6700 Portland Ave, Richfield, MN 55423  
Tel: (612) 861-9870 | Fax: (612) 861-9824  
[ldubois@cityofrichfield.org](mailto:ldubois@cityofrichfield.org)  
*...A great place to thrive*









STATE OF TENNESSEE, COUNTY OF HAMILTON  
IN THE MATTER OF JAMES M. CANNON, Debtor  
CHAPTER 11 REORGANIZATION UNDER TITLE 11, UNITED STATES BANKRUPTCY CODE  
BANKRUPTCY SUMMARY  
11/15/2017

1. Name of Debtor: JAMES M. CANNON  
2. Name of Creditor: [REDACTED]  
3. Amount of Debt: [REDACTED]  
4. Date of Filing: 11/15/2017  
5. Date of Summary: 11/15/2017  
6. Name of Trustee: [REDACTED]  
7. Name of Attorney: [REDACTED]  
8. Name of Debtor's Attorney: [REDACTED]  
9. Name of Creditor's Attorney: [REDACTED]  
10. Name of Trustee's Attorney: [REDACTED]  
11. Name of Debtor's Attorney's Attorney: [REDACTED]  
12. Name of Creditor's Attorney's Attorney: [REDACTED]  
13. Name of Trustee's Attorney's Attorney: [REDACTED]  
14. Name of Debtor's Attorney's Attorney's Attorney: [REDACTED]  
15. Name of Creditor's Attorney's Attorney's Attorney: [REDACTED]  
16. Name of Trustee's Attorney's Attorney's Attorney: [REDACTED]  
17. Name of Debtor's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
18. Name of Creditor's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
19. Name of Trustee's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
20. Name of Debtor's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
21. Name of Creditor's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
22. Name of Trustee's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
23. Name of Debtor's Attorney's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
24. Name of Creditor's Attorney's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]  
25. Name of Trustee's Attorney's Attorney's Attorney's Attorney's Attorney's Attorney: [REDACTED]

STATE OF TENNESSEE  
DEPARTMENT OF REVENUE  
SALES TAX RECEIPT  
11/15/2017

DATE	AMOUNT	TAX	TOTAL
11/15/2017	[REDACTED]	[REDACTED]	[REDACTED]

Card sent by 1/5 in 10/14  
1/5  
1/5



**STAFF REPORT NO. 31**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Kate Aitchison/Celeste McDermott, Housing Specialists

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of the approval of a resolution specifying the use of funds from the Community Development Block Grant allocation for 2018 and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.**

**EXECUTIVE SUMMARY:**

Hennepin County (County) is annually awarded federal Community Development Block Grant (CDBG) funding 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 2018 direct allocation of \$197,200 (estimated) as follows:

- \$47,200 - Deferred Loan Rehabilitation Program
- \$100,000 - Single Family Scattered Site Acquisition & Rehabilitation or New Construction
- \$50,000 - First Time Homebuyer Down Payment Assistance

Beginning in the 2018 funding cycle, 15 percent of each city's allocation used to fund public services will be set aside and 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 \$34,800 (estimated) and is separate from the City's direct allocation.

**RECOMMENDED ACTION:**

**Conduct and close the public hearing and by motion: Approve a resolution authorizing the use of funds for the 2018 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**

- \$47,200 is proposed to be allocated to the Housing and Redevelopment Authority (HRA) for the Deferred Loan 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, one loan was completed and eight loans were started, 20 households are currently on the waiting list for the Program.

- \$100,000 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 (\$68,000 for a family of four).
- \$50,000 is proposed to be allocated to the HRA for a First Time Homebuyer Down Payment Assistance program administered by City staff. This is a pilot program aimed at low and moderate income Richfield renters who are looking to buy homes in Richfield. It will provide no interest, deferred loans of up to \$10,000 to use towards down payment and closing costs.
- Previously, each city was required to individually allocate the public service funds. Beginning in the 2018 funding cycle, 15 percent of each city's allocation will be set aside and 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 \$34,800 (estimated) and is separate from the City's direct allocation. Public service agencies that have received funds from the City in the past (HOME, Homeline, CAP-HC, and Bridging) have been notified of the new process. City staff will participate in the County review of public service requests.

**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 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.
- Under the CDBG funding guidelines, no more than 15 percent (\$34,800) of the allocation can be spent on Public Services. This amount will be set aside for allocation through a single combined, competitive process covering all the cities in the Hennepin County CDBG program.

**C. CRITICAL TIMING ISSUES:**

- The application for 2018 funds is due to Hennepin County by February 23, 2018.
- Public Service agencies must submit applications to the County by February 27, 2018. Applications will be reviewed in March, and the County Board will act on recommendations in May or June.
- The 2018 Federal Fiscal Year will begin on July 1, 2018. Funds must be spent by June 30, 2019.

**D. FINANCIAL IMPACT:**

- The City's estimated direct allocation for 2018 is \$197,200.
- In the event of a change in the final allocation, the amount of funds allocated to the Deferred Loan Program will be increased or decreased accordingly.

**E. LEGAL CONSIDERATION:**

- A local public hearing must be held prior to submission of the 2018 application.
- Notice of the public hearing was published in the *Richfield Sun Current* on February 1, 2018.

**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	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPROVING PROPOSED USE OF 2018 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 2018 CDBG funds made available to it; and

**WHEREAS**, the City held a public hearing on February 13, 2018 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 \$197,200 from the 2018 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 2018 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

Activity	Budget
1. Deferred Loan Rehabilitation Program	\$47,200
2. Single Family Acquisition & Rehabilitation	\$100,000
3. First Time Homebuyer Down Payment Assistance	\$50,000
<b>TOTAL CDBG ALLOCATION</b>	<b>\$197,200</b>

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 2018 CDBG Program.
3. That should the final amount of FY 2018 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 13th day of February, 2018.

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Pat Elliott, Mayor

ATTEST:

---

Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 32**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Public hearing and consideration of the approval of a resolution granting approval of the final plat of the Cedar Point Commons 2nd Addition.**

**EXECUTIVE SUMMARY:**

The City Council approved final development plans and a preliminary plat for the Cedar Point Commons 2nd Addition on August 23, 2016. Since that time, the retail building has been completed and plans for a daycare user for the northern half of the site were approved in late 2017. The proposed plat will combine the four existing parcels into two new parcels.

All comments from the City's Engineering Department, the City Attorney's Office, Hennepin County, and Three Rivers Park District have been addressed or included as stipulations in the resolution.

**RECOMMENDED ACTION:**

**Conduct and close a public hearing and by motion: Approve a resolution granting approval of the final plat of the Cedar Point Commons 2nd Addition.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- None

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

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

**C. CRITICAL TIMING ISSUES:**

- Per State Statute, the City has 120 days from the date of submittal of a complete application to issue a decision regarding plat unless the applicant agrees to an extension.
- The final plat application was received by the City on December 20, 2017. The City Council must render a decision by April 19, 2018.

**D. FINANCIAL IMPACT:**

- None

**E. LEGAL CONSIDERATION:**

- Notice of this public hearing was published in the *Richfield Sun Current*.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Ben Krsnak, Hempel Companies

**ATTACHMENTS:**

	Description	Type
▣	Resolution	Resolution Letter
▣	Plat	Backup Material

**RESOLUTION NO.**

**RESOLUTION GRANTING APPROVAL  
OF A FINAL PLAT FOR  
CEDAR POINT COMMONS 2ND ADDITION**

**WHEREAS**, Hempel Target Land Holdings, LLC (“Applicant”) has requested final approval of a plat that combines and then subdivides the properties located at the north west corner of Richfield Parkway and 66th Street East. The property is legally described in the attached Exhibit A; and

**WHEREAS**, the proposed subdivision is to be known as CEDAR POINT COMMONS 2ND ADDITION; and

**WHEREAS**, a public hearing was held on the proposed final plat of CEDAR POINT COMMONS 2ND ADDITION on Tuesday, February 13, 2018 at which all interested persons were given the opportunity to be heard; and

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

1. The proposed plat of CEDAR POINT COMMONS 2ND ADDITION satisfies the requirements of the City’s subdivision ordinances.
2. Final approval of the plat of CEDAR POINT COMMONS 2ND ADDITION is granted with the following conditions:
  - a. Satisfaction (subject to City Attorney approval) of all items identified in the City Attorney’s plat opinion letter dated August 17, 2017.
  - b. Compliance with any other applicable requirements of the Richfield City Code.
  - c. Compliance with the requirements of the Hennepin County plat review letter dated August 25, 2017.
  - d. The Applicant must submit two mylar copies of the plat for signature by the City.
  - e. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within 30 days of the approval of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of February, 2018.

---

Pat Elliott, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lots 1, 2, 3 and 4, Block 2, CEDAR POINT COMMONS, Hennepin County, Minnesota

# CEDAR POINT COMMONS 2ND ADDITION

DRAFT COPY  
SUBJECT TO CHANGE  
WITHOUT NOTICE

KNOW ALL PERSONS BY THESE PRESENTS that Hempel Target Land Holdings, LLC, a Minnesota limited liability company, fee owner of the following described property:

Lots 1, 2, 3 and 4, Block 2, CEDAR POINT COMMONS, according to the recorded plat thereof, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as CEDAR POINT COMMONS 2ND ADDITION.

In witness whereof said Hempel Target Land Holdings, LLC, a Minnesota limited liability company, fee owner, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Hempel Target Land Holdings, LLC  
a Minnesota limited liability company

By: \_\_\_\_\_, its \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_, of Hempel Target Land Holdings, LLC, a Minnesota limited liability company, on behalf of said company.

(Notary Signature) (Notary Printed Name)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Terry, T. Strus, Licensed Land Surveyor  
Minnesota License No. 50319

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

This Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Terry T. Strus.

(Notary Signature) (Notary Printed Name)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

## RICHFIELD, MINNESOTA

This plat of CEDAR POINT COMMONS 2ND ADDITION was approved and accepted by the City Council of the City of Richfield, Minnesota, at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

## CITY COUNCIL OF RICHFIELD, MINNESOTA

Mayor \_\_\_\_\_ Clerk \_\_\_\_\_

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in \_\_\_\_\_ and prior years have been paid for land described on this plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mark V. Chapin, County Auditor By: \_\_\_\_\_ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec. 383B.565 (1969) this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chris F. Mavis, County Surveyor By: \_\_\_\_\_

COUNTY RECORDER, Hennepin County, Minnesota

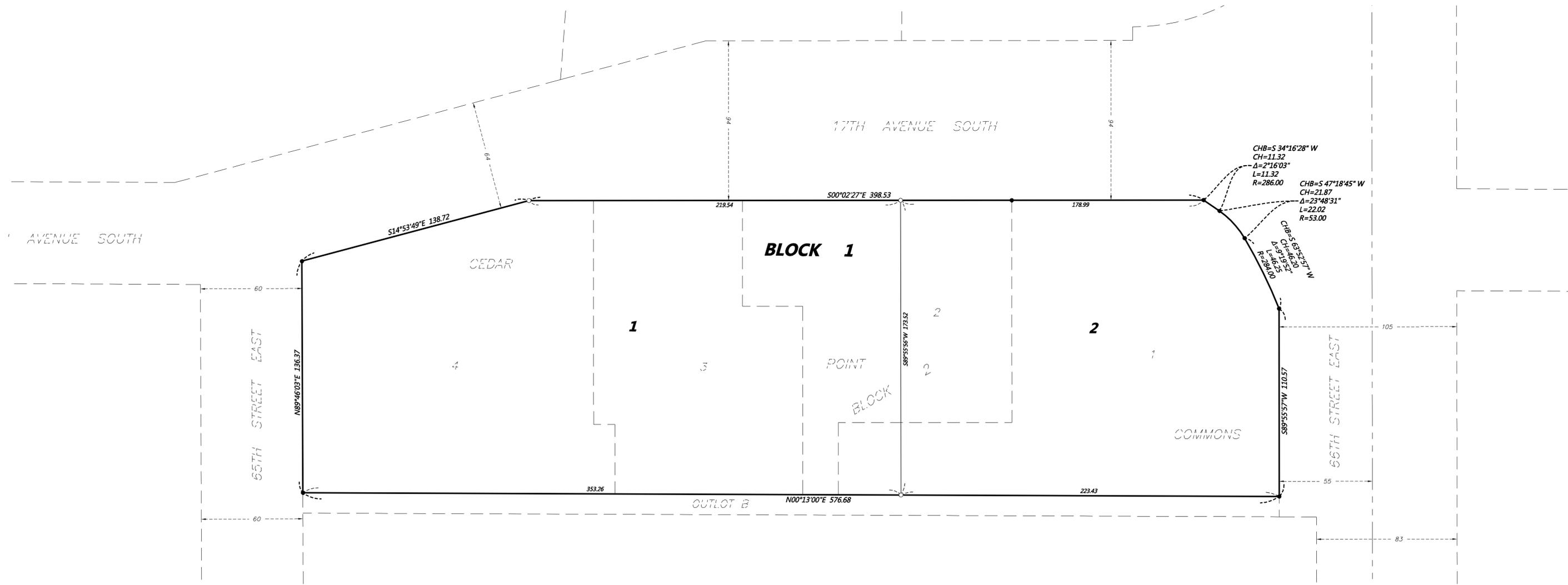
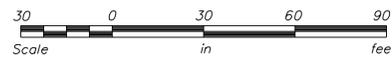
I hereby certify that the within plat of CEDAR POINT COMMONS 2ND ADDITION was filed for record in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Martin McCormick, Hennepin County Recorder By: \_\_\_\_\_ Deputy

○ Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 50319

● Denotes found monument

Bearings shown are based upon Hennepin County Coordinates NAD 83 (96 adj)





**STAFF REPORT NO. 33**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
2/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the first reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries.**

**EXECUTIVE SUMMARY:**

Chapter II, Section 210 of the City Code establishes the salaries of the City Council. Subsection 210.01, Subd. 5 provides that salaries of the Council Members shall be reviewed by the City Council by May 1 in each year in which an election is held pursuant to Section 200 of the Code. An ordinance amending the salaries established by this section must not take effect until after the next succeeding municipal election.

If the City Council approves this ordinance the next City Council salary adjustment would be effective January 1, 2019.

**RECOMMENDED ACTION:**

**By motion: Approve the first reading of the ordinance amending Subsection 210.01 of the City Code related to City Council salaries and schedule the second reading for February 27, 2018.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- According to previously established City Council policy, any increase should be based upon the amount of increase granted to employees in the year(s) subsequent to the previous salary adjustment. The salary adjustment increase for employees in the Management and General Services pay plans was 3% in January 2018. However, the City Council may set their salaries in relationship to other metropolitan cities.

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

- Chapter II, Section 210 of the City Code established the salaries of the City Council and provides that the salaries of the Council Members be reviewed each year in which an election is held.
- The City Charter stipulates that City Council salaries may be adjusted only by ordinance.

**C. CRITICAL TIMING ISSUES:**

- None

**D. FINANCIAL IMPACT:**

- The City Council budget includes a salary adjustment.

**E. LEGAL CONSIDERATION:**

- N/A

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council could defer action on this item to a future meeting.
- The City Council could not approve the first reading and take no further action.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

	Description	Type
▢	Ordinance	Ordinance
▢	Salary Survey	Backup Material

**BILL NO. 2018-**

**AN ORDINANCE AMENDING SECTION 210  
RICHFIELD CITY CODE PERTAINING TO  
CITY COUNCIL SALARIES**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Subsection 210 of the Richfield City Code is hereby amended as follows:

Subdivision 1. Mayor. The annual salary of the mayor as of January 1, 2016 2018 is \$11,073-\$11,662. Effective January 1, 2017-2019, the salary of the mayor shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2016-2018 to Management and General Services pay plans.

Subdivision 2. Council. The annual salary of a member of the council as of January 1, 2016-2018 is \$8,594-\$9,051. Effective January 1, 2017-2019, the salary of a member of the council shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2016-2018 to Management and General Services pay plans.

Subdivision 3. Effective January 1, 2018-2020, the annual salary of the mayor and a member of the council as provided in Subdivision 1 and 2 above shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2017-2019 to Management and General Services pay plans

Section 2. Effective Date. This ordinance becomes effective on January 1, 2019.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of February 2018.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

## METROPOLITAN AREA CITY COUNCIL 2018 SALARY SURVEY

City	Population (2010 census)	2017 Annual Salary		2018 Annual Salary	
		Mayor	Council	Mayor	Council
Apple Valley	49,084	\$12,084	\$8,652	\$12,384	\$8,868
Blaine	57,186	14,314	10,500	14,314	10,500
Burnsville	60,306	12,000	8,400	12,000	8,400
Eagan	64,206	13,625	10,000	13,625	10,000
Eden Prairie	60,797	13,500	10,740	13,500	10,740
Edina	47,941	13,500	10,740	13,500	10,740
Fridley	27,208	10,689	8,779 (at-large)  7,762 (ward)	10,689	8,779 (at-large)  7,762 (ward)
Golden Valley	20,355	12,207	9,136	12,825	9,598
Maple Grove	61,567	15,500	13,500	15,500	13,500
Maplewood	37,755	13,479	11,864	13,980	12,314
Minnetonka	49,734	15,000	11,000	15,000	11,000
<b>Richfield</b>	<b>35,228</b>	<b>11,350</b>	<b>8,809</b>	<b>11,662</b>	<b>9,051</b>
Roseville	33,660	9,300	7,020	9,300	7,020
St. Louis Park	42,250	12,091	6,977	12,797	7,384
<b>Average Salary: (not including Richfield)</b>		<b>\$12,868</b>	<b>\$9,793</b>	<b>\$13,032</b>	<b>\$9,911</b>

Updated: 2/18



**STAFF REPORT NO. 34**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Jesse Swenson, Asst. HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
2/7/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution approving the contract with the Police Lieutenants Teamsters 320 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.**

**EXECUTIVE SUMMARY:**

City staff has completed labor negotiations with the Police Lieutenants Teamsters 320 (Union). The provisions of the 2018-2019 labor agreement cover all of the employees in this Union, which consists of 3 positions.

The two-year contract provides a wage adjustment of 3.0% in 2018 and a wage adjustment of 3.0% in 2019.

The other provisions of the tentative agreement include:

- Up to a \$75 per month increase in the City's contribution towards health insurance, and
- A \$0.50 per month increase towards Employee single dental coverage.
- Agreement to accept the same level of contributions that Management and General Services employees will be receiving in 2019 for health and dental insurance coverage.
- An increase in clothing allowance of \$15 in 2018 and an additional \$15 in 2019.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution approving the provisions of the 2018-2019 labor agreement with the Police Lieutenants Teamsters 320 bargaining unit and authorize the City Manager to execute the agreement.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The tentatively approved two year contract settlement includes the following significant changes:

- Wages: A 3.0% wage adjustment for 2018 and a 3.0% wage adjustment for 2019.
- Health Insurance: Up to a \$75 increase to the Employer health insurance contribution, which provides up to a maximum contribution of \$826.00 per month for single Employee coverage, \$1,195 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,295 per month for Employee plus family coverage.
- Dental Insurance: A \$0.25 per month increase to the Employer contribution for Employee single

dental insurance coverage at \$59.50 per month.

- Clothing allowance increase of \$15 in 2018 to \$950 and an additional \$15 in 2019 to \$965.

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

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 3.0% wage increase represents the same 3.0% wage adjustment implemented for non-union City employees and all other contracts settled for 2018.
- The wage adjustment and health insurance increase is comparable to other bargaining groups in similar metro cities. A survey of Stanton 5 cities indicates that those cities are providing anywhere from a 1.5 to 3 percent increase. The City has a long history of trying to remain as close to the mid-range as possible for Stanton 5 cities, in terms of wages and benefits.
- The 3.0% wage adjustment for 2019 is the City's and Union's best estimation of what will be the average of such settlements in the metro area. The Fire bargaining unit IAFF 1215 has also agreed to this increase for 2019. The City is aware of at least three other metro area cities that has settled at 3.0% for 2019.

**C. CRITICAL TIMING ISSUES:**

- In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2018 wages and benefits, it is recommended that the City Council act on February 13, 2018 to adopt the attached resolution providing for contract changes, effective January 1, 2018.

**D. FINANCIAL IMPACT:**

- A 3.0% wage increase for contract year 2018 and 3.0% wage increase for contract year 2019.
- A maximum \$75 per month increase in Employer monthly contributions towards health insurance coverage for 2018.
- A \$0.25 per month increase in Employer monthly contributions towards dental insurance in 2018.
- A \$15 increase to clothing allowance in 2018 and an additional \$15 increase to clothing allowance in 2019.

**E. LEGAL CONSIDERATION:**

- If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE  
CITY OF RICHFIELD AND  
POLICE LIEUTENANTS TEAMSTERS 320  
BARGAINING UNIT FOR YEARS 2018 - 2019**

**WHEREAS**, the City Manager and the Richfield Police Lieutenants Teamsters 320 have reached an understanding concerning conditions of employment for years 2018 and 2019; and

**WHEREAS**, it would be inappropriate to penalize Lieutenants Teamsters 320 members who have negotiated in good faith; and

**WHEREAS**, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Labor Agreement between the City of Richfield and Lieutenants Teamsters 320 Bargaining Unit for years 2018 and 2019, under the provisions of the Labor Agreement to be implemented, effective January 1, 2018 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 13<sup>th</sup> day of February 2018.

\_\_\_\_\_  
Pat Elliott

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose      City Clerk



**STAFF REPORT NO. 35**  
**CITY COUNCIL MEETING**  
**2/13/2018**

REPORT PREPARED BY: Lynnette Chambers, Multifamily Housing Coordinator

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
2/5/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
2/7/2018

**ITEM FOR COUNCIL CONSIDERATION:**

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

**EXECUTIVE SUMMARY:**

Consistent with prior years, the 2018 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 2018 Budget includes \$70,480 for this purpose.

In December 2017, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield for services to be provided in 2018.

A total of 10 proposals were received from the following agencies:

- Headway Emotional Health (The Storefront Group);
- Cornerstone Advocacy Services;
- People with CAPES;
- Transportation Resources to Aid Independent Living (TRAIL);
- Volunteers Enlisted to Assist People (VEAP);
- Loaves and Fishes;
- Richfield R.E.A.D.Y.;
- Senior Community Services;
- Modulo De Informacion De Recursos Y Apoyo (MIRA); and
- Richfield Community Ed (Grand Adventure)

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

The total amount requested for the 10 proposals exceeded the City's available funding by \$52,070.

Council Member Garcia and two Richfield residents assisted in the review of proposals and subsequent 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, among other criteria. Of the 10 proposals received, two were not recommended for funding: MIRA based on past performance and Richfield Community ED because the population to be served doesn't meet the funding

criteria. The following table details the review committee's recommendations:

Organization	2018 Proposal Request	2018 Recommendation
Headway/Storefront	\$8,000	\$8,000
Cornerstone	\$15,000	\$13,980
People with CAPES	\$15,500	\$9,250
TRAIL	\$4,500	\$4,000
VEAP	\$50,000	\$19,250
Loaves and Fishes	\$7,500	\$7,500
Richfield R.E.A.D.Y.	\$1,500	\$1,500
Senior Community Services	\$10,000	\$7,000
MIRA	\$9,750	\$0
Richfield Community Ed (Grand Adventure)	\$800	\$0
<b>TOTAL</b>	<b>\$122,550</b>	<b>\$70,480</b>

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. In 2012, the City was required to make changes to its funding practices due to independent audit findings, resulting in the discontinuation of grant funding to social service type agencies beginning in 2013.
- 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 2018 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 (i.e., 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 six-year history of the City of Richfield social service funding to the responding agencies (fields left blank indicate no proposal was made):

Organization	2012	2013	2014	2015	2016	2017	2018 Recommended
Headway	\$15,500	\$12,000	\$10,930	\$8,000	\$8,000	\$8,000	\$8,000
Cornerstone	\$12,825	\$12,000	\$10,000	\$12,000	\$11,000	\$12,980	\$13,980
People with CAPES/Adv. for Intentional Living					\$5,000	\$7,500	\$9,250
Comm. Involve. Program	\$6,475	\$5,000	\$3,000	\$4,000	\$4,000		

TRAIL	\$2,125	\$1,550	\$1,550	\$2,000	\$3,000	\$3,500	\$4,000
VEAP	\$15,500	\$15,000	\$18,000	\$18,000	\$16,000	\$16,000	\$19,250
Loaves and Fishes	\$3,900	\$5,000	\$5,000	\$7,480	\$6,000	\$7,500	\$7,500
Richfield R.E.A.D. Y.	\$2,325				\$1,500	\$2,000	\$1,500
Family Partnership	\$11,625	\$10,000	\$7,000	\$6,000	\$6,980	\$7,000	
Senior Comm. Services		\$7,000	\$7,000	\$6,000	\$6,000	\$6,000	\$7,000
MIRA	\$11,625	\$9,000	\$8,000	\$7,000	\$3,000	\$0	\$0
<b>TOTAL</b>	<b>\$81,900</b>	<b>\$76,550</b>	<b>\$70,480</b>	<b>\$70,480</b>	<b>\$70,480</b>	<b>\$70,480</b>	<b>\$70,480</b>

**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 2018.

**D. FINANCIAL IMPACT:**

- A City Council/Administration 2018 allocation of \$70,480 is budgeted for social services.
- The amount requested exceeded the City's available funding by \$52,070.

**E. LEGAL CONSIDERATION:**

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

**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 may be in attendance.

**ATTACHMENTS:**

	Description	Type
□	2018 Description of Services	Cover Memo
□	2018 Social Service Funding RFP	Cover Memo

**CITY OF RICHFIELD**

**2018 APPLICANT SERVICES DESCRIPTIONS FOR OTHER AGENCY DIVISION SOCIAL SERVICE FUNDING ASSISTANCE**

<b>Agency-Program</b>	<b>Description of Services</b>
<i>Headway/The Storefront Group – Youth Counseling Program</i>	Provide counseling and support to families and children who are exhibiting risk-behaviors or are experiencing life stressors that put them at risk. All services are strength based, working to enhance family and individual strengths while reducing or eliminating self-defeating behaviors and other barriers to success. Services include Diversion Services to first-time non-violent offenders to reduce involvement in the juvenile justice system and Truancy Intervention services.
<i>Richfield R.E.A.D.Y.</i>	Richfield R.E.A.D.Y. provides youth scholarships, attendance motivators, a bilingual summer youth programs catalog, service provider events, and supports community and youth events/programs.
<i>TRAIL (Transportation Resource to Aid Independent Living) – Transportation Services</i>	TRAIL will provide transportation to Richfield adults with developmental disabilities, allowing them to attend customized recreation and leisure programs offered by Adaptive Recreation and Learning Exchange (AR&LE). AR&LE offers recreation, leisure and community education opportunities specifically designed to meet the needs of people with disabilities in the cities of Richfield, Eden Prairie, Edina and Bloomington.
<i>Cornerstone Advocacy Service – Crisis Intervention</i>	Funding is to support Cornerstone’s full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence and human trafficking.
<i>Loaves &amp; Fishes – meals, referrals, and advocacy services</i>	Serves nutritious meals to the hungry in the areas that need it most. The ultimate goal is to provide nourishment through food and community. Loaves and Fishes operate two dining sites and a produce garden in Richfield: Hope Church (7132 Portland Avenue) and Woodlake Lutheran Church (7525 Oliver Avenue; the garden site is located at Woodlake Lutheran Church as well). Loaves and Fishes also provides meals and snacks for The Link in Richfield. The Link is a nonprofit youth program that links at-risk youth and their families to their inner strength through life skills, education, advocacy, supportive housing, and a dynamic network of social services to transform lives.
<i>Senior Community Services</i>	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.
<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.

*People with CAPES*

Hold Parent Share meetings weekly (@ Hope Church after Loaves and Fishes meal) for the purpose of providing parent education, information which encourages and demonstrates healthy family relationships, communication skills, training, problem solving skills, emotional support and community building. Monthly meetings are assigned to specific topics, including; parenting, healthy foods, healthy kids, and financial management.

The accompany childcare offers support in social skills, cooperation, and communication Also as an opportunity for the children to make choices as to whether they participate in group interaction with their peers or with children of other age groups. Toys, homework help, games and craft activities are all available to them.

Kids @ Home families must attend 9 Parent Share meetings and have one home visits by a staff member from People with Capes in order to fulfill their requirement to remain on the Kids @ Home Program.

**CITY OF RICHFIELD**  
**REQUEST FOR PROPOSALS FOR**  
**SOCIAL SERVICES**  
**2018**

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 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 29, 2017**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Proposals must be submitted by 4:30 p.m. December 29, 2017**

**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 29, 2017** (**LATE PROPOSALS WILL NOT BE ACCEPTED**) to:

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

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in January 2018.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2018 and submit semi-annual reports on service outcomes.

***Please contact Lynnette Chambers at 612-861-9773 or [lchambers@richfieldmn.gov](mailto:lchambers@richfieldmn.gov) with any questions.***

**Proposals must be submitted by 4:30 p.m. December 29, 2017**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## CITY OF RICHFIELD

### 2018 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 2018.
4. Indicate your **proposed project budget** for 2018. 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 [lichambers@richfieldmn.gov](mailto:lichambers@richfieldmn.gov) with any questions.***

**Proposals must be submitted by 4:30 p.m. December 29, 2017**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**City of Richfield Social Service Programs - 2018  
Proposed Outcomes/Evaluation Methods**

**Name of Applicant Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Brief description of service(s):**

<p><b>Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – <u>relate outcomes to client progress</u></b></p> <p>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.</p>	<p><b>Indicators: Describe methods of evaluating proposed outcomes – <u>how you will measure client progress</u></b></p>