REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
FEBRUARY 28, 2017
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 Meeting of February 14, 2017; (2) Special City Council Work Session of February 14, 2017; (3) Regular City Council Meeting of February 14, 2017; and (4) Special City Council Closed Executive Session of February 22, 2017.

PRESENTATIONS

1. Presentation by MAC Chairman Dan Boivin, Commissioner Katie Clark Sieben, and Director of Environment Chad Leqve

2. Presentation of a proclamation of Tibet Day on March 10, 2017

COUNCIL DISCUSSION

3. Hats Off to Hometown Hits

AGENDA APPROVAL

4. Approval of the Agenda

5. 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 a resolution authorizing acceptance of a grant from the St. Paul Foundation for Wood Lake Nature Center in the amount of $1,000 for use in the completion of the Pollinator Peace Garden at Wood Lake and authorizing the Recreation Services Director to apply the funds as intended by the donors.

   Staff Report No. 27

B. Consideration of the approval of the renewal of a lease agreement between the City of Richfield and the
United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

Staff Report No. 28

C. Consideration of the approval of a resolution authorizing the City of Richfield’s application and agreement with Hennepin County for the 2017-2020 Municipal Recycling Grant Program.

Staff Report No. 29

D. Consideration of the approval of a resolution requesting a MnDOT State Aid Design Element Variance for the Richfield Parkway South project.

Staff Report No. 30

E. Consideration of the approval of the purchase of a truck chassis from Boyer Isuzu Trucks for $48,358 and compaction body from Macqueen Equipment for $54,706, totaling $103,064.

Staff Report No. 31

F. Consideration of the approval of a resolution adopting City Council Rules of Procedure and Decorum.

Staff Report No. 32


Staff Report No. 33

H. Consideration of the first reading of an ordinance amending City Code Subsection 710.23 related to private water supplies and cross-connection control and schedule a second reading for March 28, 2017.

Staff Report No. 34

I. Consideration of the approval of the first reading of an ordinance regulating trapping, snaring, hawking and falconry in the City of Richfield and schedule a second reading of the ordinance for March 14, 2017.

Staff Report No. 35

J. Consideration of a first reading of an interim ordinance modifying regulations related to temporary signs along 66th Street.

Staff Report No. 36

K. Consideration of the approval of an amendment to the Hennepin County Cost Participation Agreement for the acquisition of right-of-way for the 77th Street Underpass of Trunk Highway 77 project.

Staff Report No. 37

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

PUBLIC HEARINGS

7. Public hearing and consideration of the approval of a noise ordinance variance to allow operation of temporary conveyance systems and equipment during overnight hours related to the Metropolitan Council's Richfield/Airport Sewer Repair project.

Staff Report No. 38

RESOLUTIONS

8. Consideration of the approval of a resolution providing for the sale of $9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A.

Staff Report No. 39

OTHER BUSINESS

9. Consideration of the approval of a bid tabulation and award a contract to Bituminous Roadways Inc. for the 2017 Mill and Overlay project in the amount $2,054,194.40 and authorization of the City Manager to approve contract changes under $50,000 without further City Council consideration.

Staff Report No. 40

10. Consideration of the approval of a bid tabulation and award a contract to Ti-Zack Concrete, Inc. for the 2017 Concrete Sidewalk, Curb, and Gutter Repair project in the amount of $959,150.00 and authorization of the City Manager to approve contract changes under $50,000 without further City Council consideration.
11. Consideration of the following items related to the Richfield Community Band Shell project:
   1. Rejection of all bids for division RSB-09-1, Rough and Finish Carpentry, Structural Wood, Painting, and Miscellaneous Finishes, and authorize staff to re-bid division RSB-09-1.
   2. Holding bids and alternates for the remaining bid divisions.

   Staff Report No. 42

   CITY MANAGER’S REPORT

12. City Manager’s Report

   CLAIMS AND PAYROLLS

13. 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.

14. 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.
CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Howard at 6:00 p.m. in the Babcock Room.

ROLL CALL

MEMBERS PRESENT: Michael Howard, Mayor Pro Tempore; Pat Elliott; and Edwina Garcia

MEMBERS ABSENT: Maria Regan Gonzalez

INTERVIEW OF APPLICANTS

The City Council reviewed application materials and discussed appointment of one adult member to the Arts Commission.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:15 p.m.

Date Approved: February 28, 2017

Michael Howard
Mayor Pro Tempore

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager
The work session was called to order by Mayor Pro Tempore Howard at 6:15 p.m. in the Bartholomew Room.

Council Members Present: Michael Howard, Mayor Pro Tempore; Edwina Garcia; and Pat Elliott

Council Members Absent: Maria Regan Gonzalez

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; Jared Voto, Executive Aide/Analyst

Item #1 Discussion regarding City insurance of sewer lines (Council Memo No. 16)

Robert Hall, 7309 Oliver Ave S, handed out and read prepared remarks regarding sewer line warranty.

Council members asked how the current program with Service Line Warranty of America (SLWA) is operating, are other cities insuring service lines, and if any other cities or the League of Minnesota Cities had been contacted regarding this issue.

City Manager Devich responded that other cities are using SLWA and could get this information if the Council requested staff to do further research.

Council Member Elliott stated he had worked with self-insured companies and some are profitable and other catastrophic failures. He stated this goes beyond services typically done by city staff and would require more information and analysis to understand if this would work for the city.

City Attorney Tietjen stated there are fundamental legal questions with insuring private property and the ability or authority for the City to protect private property.

City Manager Devich asked Council if staff should look further into the proposal.

Council members discussed the legal questions and additional information that would be needed to understand the proposal and directed staff to gather more information.

Item #1 Discussion regarding the Council Rules of Procedure and Decorum (Council Memo No. 17)
City Attorney Tietjen presented background on the Council Rules of Procedure and Decorum and a proposed update to the Rules. The update relates to bringing the Rules into compliance with laws and existing practice. She also highlighted Rule sections that are important for the Council to be aware of.

Council members discussed the abstention rule.

Council Member Elliott discussed the usage of Skype or other technology to attend meetings even when away on business or other circumstances prevent attending the meeting in-person.

Tietjen and Assistant City Manager/HR Manager Dmytrenko responded there are specific notice requirements and technical issues for attending meeting from an off-site location and it is available to the Council, if they request it.

Council Member Howard asked if there were any changes to the Rules that required changes to how Council meetings proceed currently.

Dmytrenko responded that there are not. The Rules are updated to current practice.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:57 p.m.

Date Approved: February 28, 2017

__________________________________________  
Michael Howard  
Mayor Pro Tempore

__________________________________________  
Jared Voto  
Executive Aide/Analyst

__________________________________________  
Steven L. Devich  
City Manager
The meeting was called to order by Mayor Pro Tempore Howard at 7:01 p.m. in the Council Chambers.

**Council Members Present:**
- Michael Howard, Mayor Pro Tempore; Edwina Garcia; and Pat Elliott

**Council Members Absent:**
- Maria Regan Gonzalez

**Staff Present:**
- Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Mary Tietjen, City Attorney; James Topitzhofer, Recreation Services Director; Chris Regis, Finance Manager; Karen Barton, Community Development Assistant Director; and Jared Voto, Executive Aide/Analyst

None.

Mayor Pro Tempore Howard led the Pledge of Allegiance.

M/Elliott, S/Garcia to approve the minutes of the: (1) Special City Council Meeting of January 17, 2017; (2) Special City Council Meeting of January 21, 2017; (3) Special City Council Work Session of January 24, 2017; (4) Special Concurrent City Council, Housing and Redevelopment Authority, and Planning Commission Work Session of January 24, 2017; and (5) Regular City Council Meeting of January 24, 2017.

Motion carried 3-0.

**Item #1**
**METROPOLITAN COUNCIL’S RICHFIELD INTERCEPTOR AIRPORT LINING PROJECT**
Jeny Shah and Mike Olerich, Metropolitan Council, presented on the Richfield Interceptor Airport Lining project.

<table>
<thead>
<tr>
<th>Item #2</th>
<th>COUNCIL DISCUSSION</th>
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<tbody>
<tr>
<td></td>
<td>Hats Off to Hometown Hits</td>
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</table>

Council Member Elliott wished everyone a Happy Valentine’s Day and encouraged residents to apply for a position on the Comprehensive Plan Advisory Committee.

Council members discussed the application and interview process for the Comprehensive Plan Advisory Committee and asked for the Council to participate in interviews.

Council Member Garcia invited everyone to attend the State of the City on February 27 at 8:30 a.m., at City Hall. She provided information on a women’s self-defense course held at Richfield High School on March 1 from 5:30-9:30 p.m.

Mayor Pro Tempore Howard invited everyone to attend a Naturalization Ceremony on February 21 at 9:30 a.m. at Richfield High School. He also invited everyone to vote in the Special Election on March 7 and provided information on early voting and no excuse absentee voting.

<table>
<thead>
<tr>
<th>Item #3</th>
<th>APPROVAL OF THE AGENDA</th>
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<tbody>
<tr>
<td></td>
<td>M/Elliott, S/Garcia to approve the agenda.</td>
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<td>Motion carried 3-0.</td>
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<table>
<thead>
<tr>
<th>Item #4</th>
<th>CONSENT CALENDAR</th>
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<tbody>
<tr>
<td>A.</td>
<td>Consideration of the approval of a resolution granting a one-year extension of land use approvals for a planned unit development at 76th Street and Pillsbury Avenue. (S.R. No. 15)</td>
</tr>
<tr>
<td></td>
<td>RESOLUTION NO. 11328</td>
</tr>
<tr>
<td></td>
<td>GRANTING AN EXTENSION OF A FINAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 211 76TH STREET WEST; 7600, 7608, AND 7644 PILLBURY AVENUE SOUTH; AND AN ADJACENT 30-FOOT STRIP OF LAND</td>
</tr>
<tr>
<td></td>
<td>This resolution appears as Resolution No. 11328.</td>
</tr>
<tr>
<td>B.</td>
<td>Consideration of the approval of a sponsorship agreement between the City of Richfield and Best Buy Purchasing, LLC for sponsorship of the 2017 Urban Wildland Half Marathon in the amount of $1,750.00. (S.R. No. 16)</td>
</tr>
<tr>
<td>C.</td>
<td>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 2017. (S.R. No. 17)</td>
</tr>
<tr>
<td>D.</td>
<td>Consideration of the approval of an agreement with Stevens Engineers to perform professional services for the design and preparation of construction documents for conversion of the R-22 direct refrigeration system at the Richfield Ice Arena. (S.R. No. 18)</td>
</tr>
</tbody>
</table>
E. Consideration of the approval of a resolution appointing election judges for the March 7, 2017 Special Election. (S.R. No. 19)

RESOLUTION NO. 11329
APPOINTING ELECTION JUDGES FOR THE MARCH 7, 2017 SPECIAL ELECTION

This resolution appears as Resolution No. 11329.

F. Consideration of the approval of the first reading of a transitory ordinance providing funding for certain capital improvements from the Special Revenue Fund. (S.R. No. 20)

G. Consideration of approval of the transfer of funds to close out the North Richfield Parkway and the Lincoln Field & Other Park Improvements capital project funds. (S.R. No. 21)

H. Consideration of the approval of a resolution authorizing acceptance of grants and donations received by the Richfield Recreation Services Department in the amounts of $2,050 and $5,000 and authorizing the Recreation Services Director to apply the funds as intended by the donors. (S.R. No. 22)

RESOLUTION NO. 11330
ACCEPTING A DONATION RECEIVED BY THE RICHFIELD RECREATION SERVICES DEPARTMENT FROM RICHFIELD READY FOR SUMMER YOUTH TRIPS IN THE AMOUNT OF $2,050, AND FROM JEREMY AND MARY HANSON FOR SITE IMPROVEMENTS AT WOOD LAKE NATURE CENTER IN THE AMOUNT OF $5,000.

This resolution appears as Resolution No. 11330.

I. Consideration of the appointment of youth members to the Arts Commission and Community Services Commission. (S.R. No. 23)

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

Motion carried 3-0.

<table>
<thead>
<tr>
<th>Item #5</th>
<th>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</th>
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<tr>
<td></td>
<td>None.</td>
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<tr>
<td></td>
<td>Council Member Garcia presented Staff Report No. 24. Mark Zastrow, Development Manager with Bridging, discussed the work their organization does and thanked the Council.</td>
</tr>
</tbody>
</table>
Jon Burkow, Program Director with HOME, discussed the work they completed in 2016 and thanked the Council.

Tracey Goodrich, Volunteer Coordinator with HOME Line Tenant Hotline, discussed their program and thanked the Council.

Benjamin Fridley, Grant Manager with CAPSH, discussed their work in 2016 and thanked the Council.

M/Howard, S/Elliott to close the public hearing.

Motion carried 3-0.

M/Garcia, S/Elliott to approve a resolution authorizing the use of funds for the 2017 Urban Hennepin County Community Development Block Grant Program, reallocating 2015 funds, and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

RESOLUTION NO. 11331
APPROVING PROPOSED USE OF 2017 AND 2015 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS

Motion carried 3-0. This resolution appears as Resolution No. 11331.

**Item #7**

CONSIDERATION OF THE APPOINTMENT OF AN ADULT MEMBER TO THE ARTS COMMISSION. (S.R. NO. 25)

Council Member Elliott presented Staff Report No. 25.


Motion carried 3-0.

**Item #8**

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 THE AGREEMENTS FOR SERVICES WITH THOSE AGENCIES. (S.R. NO. 26)

Council Member Garcia presented Staff Report No. 26.

M/Garcia, S/Elliott to 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.

Motion carried 3-0.
Item #9  CITY MANAGER’S REPORT

City Manager Devich discussed three important pieces of legislation that are being worked on in the Legislature related to the 77th Street Underpass, Cedar Avenue TIF, and Lyndale Garden TIF.

Mayor Pro Tempore asked about the City Council’s meeting with local legislators.

City Manager Devich responded they will work to schedule the meeting in late February.

Council members also discussed fiscal disparities.

Item #10  CLAIMS AND PAYROLLS

M/Garcia, S/Elliott that the following claims and payrolls be approved:

<table>
<thead>
<tr>
<th>U.S. Bank</th>
<th>02/14/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/P Checks: 256468 - 256993</td>
<td>$1,922,142.36</td>
</tr>
<tr>
<td>Payroll: 125106 - 125751, 42706 - 42709</td>
<td>$1,283,542.70</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$3,205,685.06</td>
</tr>
</tbody>
</table>

Motion carried 3-0.

OPEN FORUM

None.

Item #11  ADJOURNMENT

The City Council Meeting was adjourned by unanimous consent at 8:12 p.m.

Date Approved: February 28, 2017

_________________________________________________________________
Michael Howard
Mayor Pro Tempore

_________________________________________________________________
Jared Voto
Executive Aide/Analyst

_________________________________________________________________
Steven L. Devich
City Manager
CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Special City Council
Closed Executive Session

February 22, 2017

CALL TO ORDER

The Closed Executive Session was called to order by Mayor Pro Tempore Howard at 6:13 p.m. in the Babcock Conference Room.

ROLL CALL

Council Members Present: Michael Howard, Mayor Pro Tempore; Pat Elliott; Edwina Garcia; and Maria Regan Gonzalez.

Staff Present: Steven L. Devich, City Manager; Jay Henthorne, Public Safety Director; Pam Dmytrenko, Assistant City Manager/HR Manager; and Mary Tietjen, City Attorney.

Others Present: Marylee Abrams, Attorney with Abrams & Schmidt LLC.

ITEM #1
DISCUSSION REGARDING IMPLEMENTATION AND APPEAL OF A LABOR ARBITRATION DECISION BETWEEN LAW ENFORCEMENT LABOR SERVICES LOCAL 123 AND THE CITY OF RICHFIELD.

The Closed Executive Session was convened as permitted by attorney-client privilege pursuant to Minn. Stat. 13D.05, subd. 3(b).

ADJOURNMENT

The Closed Executive Session was adjourned by unanimous consent at 7:00 p.m.

Date Approved: February 28, 2017

______________________________
Michael Howard
Mayor Pro Tempore

______________________________
Jared Voto
Executive Aide/Analyst

______________________________
Steven L. Devich
City Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing acceptance of a grant from the St. Paul Foundation for Wood Lake Nature Center in the amount of $1,000 for use in the completion of the Pollinator Peace Garden at Wood Lake and authorizing the Recreation Services Director to apply the funds as intended by the donors.

EXECUTIVE SUMMARY:
Wood Lake Nature Center has been awarded $1,000 from the St. Paul Foundation to help fund the completion of the Pollinator Peace Garden at Wood Lake Nature Center. The Pollinator Peace Garden is a project that began in 2015 with pollinator-friendly plantings, a water bubbler, and a granite bench, all paid with private donations to Wood Lake. The donation from the St. Paul Foundation will help fund enhancements and completion of the garden in 2017.

RECOMMENDED ACTION:
By Motion: Approve a resolution authorizing acceptance of a grant from the St. Paul Foundation in the amount of $1,000 for Wood Lake Nature Center to help fund the completion of the Pollinator Peace Garden, and authorizing the Recreation Services Director to apply the funds as intended by the donors.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Information contained in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.
   - City Council considers approval for all City contracts and agreements by policy.

C. CRITICAL TIMING ISSUES:
   - There are no critical timing issues associated with this item.

D. FINANCIAL IMPACT:
These grants will make it possible to continue and complete the project with further plantings and planned enhancements.

E. **LEGAL CONSIDERATION:**
   - Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property be by resolution and adopted by a two-thirds majority of the City Council.

**ALTERNATIVE RECOMMENDATION(S):**
   - There are no alternative recommendations associated with this item.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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</tbody>
</table>
RESOLUTION NO.

RESOLUTION ACCEPTING A DONATION RECEIVED BY WOOD LAKE NATURE CENTER FROM THE ST. PAUL FOUNDATION IN THE AMOUNT OF $1,000 FOR FUNDING ASSISTANCE ON THE POLLINATOR PEACE GARDEN PROJECT.

WHEREAS, Minnesota Statute 465.03 reads in part as follows:

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every acceptance shall be by resolution of the council adopted by two-thirds majority of its members, expressing such terms in full, and

WHEREAS, the City of Richfield has received grants and donations as described below:

<table>
<thead>
<tr>
<th>DATE</th>
<th>DONOR</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/7/17</td>
<td>St. Paul Foundation</td>
<td>Funding assistance for completion of the Pollinator Peace Garden.</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

WHEREAS, Wood Lake Nature Center will make use of these funds to enhance and complete the Pollinator Peace Garden, a project that began in 2015 with private donations.

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

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above, received in 2017, and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

Michael Howard, Mayor Pro Tempore

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the renewal of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

EXECUTIVE SUMMARY:
The United States Postal Services operates a post office in Richfield located at 825 West 65th Street. This post office is in need of additional parking for employees and postal delivery vehicles. Wood Lake Nature Center is within walking distance of the Richfield Post Office and has the capacity to accept additional parking in the lower lot. The Postal Service has had this parking arrangement with the City for two years and no issues were reported.

The new agreement will commence on August 1, 2017 and will be in effect for two years. Under the agreement, the Postal Service will park their vehicles in fourteen marked parking spaces in the lower lot. Postal employees will swap parking spaces during operating hours. The Postal Service will pay rent for the parking spaces in the amount of $10,080 the first year, and $10,382 the second year.

RECOMMENDED ACTION:
By Motion: Approve the lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces at the Wood Lake Nature Center from August 1, 2017, to July 31, 2019, in the amount of $10,080 the first year, and $10,382 the second year.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The Postal Service has had this lease agreement with the City for the past two years, paying rent for the same number of parking spaces as indicated in the renewed agreement.
   - No issues have been reported and the arrangement has worked without incident for Wood Lake Nature Center and the Richfield Post Office.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - City Council considers and executes these types of agreements for the City by policy.

C. CRITICAL TIMING ISSUES:
There are no critical timing issues with this item.

D. **FINANCIAL IMPACT:**
   - The financial impact of this item is favorable to the Wood Lake Nature Center by providing a new revenue source from the rental of parking spaces in the amount of $10,080 the first year, and $10,382 the second year.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the attached agreement and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**
   - Council may reject the attached agreement and forgo the additional rental revenue.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>City of Richfield Post Office Parking Lease Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
Ground Lease

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998
This Lease made and entered into by and between CITY OF RICHFIELD hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

14 Parking Spaces located in the lower lot.

Total Site Area: 3,000.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rent of: See Addendum.

Rent checks shall be payable to:
CITY OF RICHFIELD
C/O WOOD LAKE NATURE CENTER
6710 LAKE SHORE DRIVE
RICHFIELD, MN 55423-2206

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective August 01, 2017 with an expiration date of July 31, 2019, for a total of 2 Years.
4. RENEWAL OPTIONS: None

5. TERMINATION:
   None, except as specified elsewhere in this Lease.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

   See Addendum

7. LEGAL DESCRIPTION:
   See Attached Addendum
2. RENTAL: The Postal Service will pay the Landlord an annual rental of:
   $10,080.00 beginning August 01, 2017 and ending July 31, 2018
   $10,382.00 beginning August 01, 2018 and ending July 31, 2019
payable in equal installments at the end of each calendar month. Rent for a part of a month will be
prorated.

7. LEGAL DESCRIPTION:
   THAT PART OF GOVT LOT 7 SEC 28 LYING EASTERNLY OF INTERSTATE HWY NO 35W
   AND THAT PART OF GOVT LOT 6 SEC 28 LYING E OF W 20 ACRES THEREOF AND
   SOUTHERLY OF SOUTHERLY LINE OF FAIRWOOD SHORES LYNNWOOD
   DUNHAMS ADDN TO RICHFIELD AND THE SOUTHERLY LINE AND ITS
   SOUTHWESTERLY EXTS OF LOT 7 VEHE ADDN AND THAT PART OF GOVT LOT
   1 SEC 28 LYING WESTERLY OF LYNDALE AVE S ALSO BLK B FAIRWOOD
   SHORES ALSO LOT B LYNNWOOD ALSO LOT A WOODDALE ADDN ALSO OUTLOT A
   M P JOHNSONS LYNDALE SHORES ON WOOD LAKE ALSO BLK 1 AND OUTLOT A
   AND THAT PART OF LOTS 1 AND 2 BLK 2 LYING N OF S 10 FT THEREOF ALSO THAT
   PART OF LOTS 12 AND 13 BLK 2 LYING N OF S 60 FT THEREOF IRWIN SHORES ALSO
   LOTS 11 THRU 20 INCL BLK 7 AND PARK S IN WOOD LAKE SHORES

INDEMNIFICATION CLAUSE:
The Postal Service hereby agrees to save harmless and indemnify the landlord from all claims, losses,
damages, actions, causes of action, expenses, and/or liabilities resulting from the use of said property
by the Postal Service whenever such claim, loss, damage, action, cause of action, expense, and/or liability
arises from the negligent or wrongful act or omission by an employee of the Postal Service while acting
within the scope of his or her employment, under circumstances where the Postal Service, if a private
person, would be liable in accordance with the law of the place where the negligent or wrongful act
or omission occurred. Notwithstanding the above, the Postal Service is under no obligation to save harmless
and indemnify the landlord where any negligent or wrongful act or omission by the landlord, its employees
or agents, in any way causes or contributes to the claim, loss, damage, action, cause of action, expense
and/or liability.

6. OTHER PROVISIONS:

A. Postal Service shall not be authorized to park in the designated areas on three specific dates each
year. These dates are:

   December 31st
   3rd Saturday of October
   The Saturday before Thanksgiving from 8am to 11am

B. Landlord shall maintain parking lot, including but not limited to paving, sealing, snow removal, and
lighting.

9. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 6, SUBLEASE:
   Section 6, Sublease has been removed from rider.
10. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 7, ALTERATIONS:
   Section 7, Alterations has been removed from the rider.
EXECUTED BY LANDLORD this ____ day of ____________, ________.

GOVERNMENTAL ENTITY:

Name of Governmental Entity: CITY OF RICHFIELD

Name & Title:

Name & Title:

Name & Title:

Landlord's Address: C/O WOOD LAKE NATURE CENTER 6710 LAKE SHORE DRIVE

RICHFIELD, MN 55423-2206

Landlord's Telephone Number(s): (612) 965 - 0575

Federal Tax Identification No.: XX-XXXX5490

a. Where the Landlord is a governmental entity or a business organization substantially owned or controlled by a governmental entity or a business organization substantially owned or controlled by a governmental entity, the Landlord must provide the name and, if required, the address of the governmental entity or municipal entity for which he (or they) purports to act. The Landlord must also provide evidence of the Landlord's authority to enter into the Lease as required by Article 2.5.1 of the Government Leasing Regulation. Any notice to the Landlord must be in writing and the Landlord must deliver it to the Contracting Officer at the address specified in the Government Leasing Regulation. Any notice to the Postal Service must be written in English and directed in writing. Any notice to the Postal Service provided under this Lease must be accompanied by documentary evidence affirming the Landlord's authority, and must be addressed to "Contracting Officer, U.S. Postal Service" at the address specified in the Government Leasing Regulation.

b. Any notice to Landlord provided under this Lease or under any law, ordinance, regulation, or other rule shall be addressed to Laureen A. Yamakido, Contracting Officer, Pacific FSO 1300 EVANS AVENUE, SUITE 200, SAN FRANCISCO, CA 94188-8200.

ACCEPTANCE BY THE POSTAL SERVICE

Date: ________________

Laureen A. Yamakido
Contracting Officer

Signature of Contracting Officer

Pacific FSO 1300 EVANS AVENUE, SUITE 200, SAN FRANCISCO, CA 94188-8200

Address of Contracting Officer

Signature Page Grdlease Gvt. Entity (April 2009) 3
1. CHOICE OF LAW
This Lease shall be governed by federal law.

2. RECORDING
Not Required

3. MORTGAGEE’S AGREEMENT
If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee’s Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS
a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating $10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:
1. the contracting officer; and
2. the surety or sureties upon any bond.

b. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:
1. such transfer is subject to this Lease agreement;

2. both the original Landlord and the successor Landlord execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES
The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE
The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS
The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located), which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES
a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a
General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding $100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of $100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over $100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer’s decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location, and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U.S. Postal Service at Landlord’s sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord’s sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
b. there are no undisclosed underground storage tanks or associated piping, ACM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service’s Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)
Clause 1-5, Gratuities or Gifts (March 2006)
Clause 1-8, Contingent Fees (March 2006)
Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)
Clause 9-3, Davis-Bacon Act (March 2006)  
Clause 9-7, Equal Opportunity (March 2006)  
Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)  
Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)  
Clause B-25, Advertising of Contract Awards (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms “supplier,” “contractor,” and “lessor” are synonymous with “Landlord,” and the term “contract” is synonymous with “Lease.”

1 For premises with net interior space in excess of 6,500 SF and involving construction work over $2,000.
2 For leases aggregating payments of $10,000 or more.
3 For leases aggregating payments of $10,000 or more.
4 For leases aggregating payments of $25,000 or more.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing the City of Richfield's application and agreement with Hennepin County for the 2017-2020 Municipal Recycling Grant Program.

EXECUTIVE SUMMARY:
Hennepin County requires a resolution authorizing processing of the 2017-2020 Municipal Recycling Agreement. The agreement will be effective for three years, terminating on December 31, 2020.

A provision of the Agreement requires the City of Richfield to operate its recycling program in accordance with the requirements described in the Hennepin County Residential Recycling Funding Policy. These requirements involve the distribution of a recycling guide to residents and at least two educational opportunities to promote recycling. These are the same requirements listed in the original recycling grant and the City has performed these each year.

RECOMMENDED ACTION:
By motion: Approve a resolution authorizing the City of Richfield’s application and agreement with Hennepin County for the 2017-2020 Municipal Recycling Grant Program.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- The City of Richfield receives a municipal recycling grant from Hennepin County each year to coordinate recycling initiatives.
- Because the City of Richfield does not directly contract recycling services for residents, 90% of this grant is credited back to Richfield residents as a quarterly utility bill refund and 10% is used by the City to cover administrative costs of the recycling program.
- The City of Richfield’s annual waste-tonnage report to Hennepin County serves as the application for the program.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- City Council considers all contracts and agreements, such as the attached 2017-2020 Municipal Recycling Agreement with Hennepin County.
C. **CRITICAL TIMING ISSUES:**
   - The current agreement with Hennepin County terminated on December 31, 2016, and approval by resolution is necessary to renew the agreement for three more years and continue to receive the annual grant.

D. **FINANCIAL IMPACT:**
   - The City of Richfield receives a grant in the amount of about $85,000 per year from Hennepin County to perform recycling services.
   - Because the City has open recycling and does not contract recycling services, 90% of the amount received from the Hennepin County Grant is returned to Richfield residents via a credit to their utility bill and 10% covers the City’s expense to distribute a recycling guide to residents and to conduct education programs to promote recycling.

E. **LEGAL CONSIDERATION:**
   - There are no legal considerations associated with the agreement.

**ALTERNATIVE RECOMMENDATION(S):**
   - The Council may reject the Agreement; however, the City will not receive the grant funds from Hennepin County and stop reimbursement for recycling services to residents.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>2017-2020 Hennepin County Recycling Grant Agreement</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Hennepin County Residential Recycling Policy</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD’S APPLICATION AND AGREEMENT FOR THE 2017-2020 MUNICIPAL RECYCLING GRANT PROGRAM WITH HENNEPIN COUNTY.

WHEREAS, Hennepin County provides annual municipal grants related to residential recycling programs; and

WHEREAS, the City of Richfield desires to participate in the residential recycling grant program.

NOW, THEREFORE, BE IT RESOLVED by the Richfield City Council of the City of Richfield that:

1. The City of Richfield’s waste tonnage report serves as its application to participate in the 2017-2020 Hennepin County Residential Recycling Program.

2. The City Manager of the City of Richfield is hereby authorized and directed to execute the Municipal Recycling Grant agreement with Hennepin County Department of Environmental Management.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

__________________________
Michael Howard, Mayor Pro Tempore

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
RESIDENTIAL RECYCLING GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 ("DEPARTMENT") and the CITY OF RICHLAND, 6700 Portland Avenue South, Richfield, Minnesota 55423-2599 ("CITY").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution and expire on December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

Annual grant payments shall be calculated as set forth in Section 3.

2. SERVICES TO BE PROVIDED

The CITY shall apply for annual grant funds and operate its Recycling Program as more fully described in Attachment A, the Residential Recycling Funding Policy.

3. ALLOCATION OF FUNDS

The COUNTY will distribute to Hennepin County municipalities 100% of SCORE funds that the COUNTY receives from the state. SCORE funds will be dedicated to two different purposes: 1) curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state's corresponding fiscal year.

- Recycling

The following formula will be utilized to determine a CITY'S recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

- 2017: 80%
- 2018: 70%
- 2019: 60%
- 2020: 50%
If the formula above results in the CITY receiving a grant where the dollar amount per participating household is greater than $25 per year, then a cap will apply. The funding cap per participating household is $25 per year. The most the COUNTY will grant a CITY is $25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year’s SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The CITY will report the number in the application for funding.

The COUNTY will make one organics grant payment to the CITY each year. The payment will be made after the COUNTY receives the application and confirms that the CITY meets the requirements of the Residential Recycling Funding Policy.

4. PROFESSIONAL CREDENTIALS:

INTENTIONALLY OMITTED

5. INDEPENDENT CITY

CITY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY is and shall remain an independent contractor for all services performed under this Agreement. CITY shall secure at its own expense all personnel required in performing services under this Agreement. CITY’s personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the “Workers’ Compensation Act”), on behalf of any personnel, including, without limitation, claims of discrimination against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers’ compensation, unemployment compensation, disability, severance pay, and retirement benefits.
3. Professional Liability—Per Claim  
   Aggregate  
   1,500,000  
   2,000,000  

   The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

   The above establishes minimum insurance requirements. It is the sole responsibility of CITY to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CITY shall promptly submit copies of insurance policies to COUNTY.

   CITY shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CITY receives notice of cancellation/termination from an insurer, CITY shall fax or email a copy of the notice to COUNTY within two business days.

   CITY shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CITY fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

   CITY waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CITY.

8. DUTY TO NOTIFY

   CITY shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CITY shall also notify COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action,
its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor’s services be performed in accordance with this Agreement. CITY shall make contracts between CITY and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CITY and a subcontractor, or a waiver or release by COUNTY of CITY’s full compliance with the requirements of this Section: (1) COUNTY’s request or lack of request for contracts between CITY and subcontractors; (2) COUNTY’s review, extent of review or lack of review of any such contracts; or (3) COUNTY’s statements or actions or omissions regarding such contracts.

D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR’s receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

A. If CITY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it
E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.

G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CITY shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CITY has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CITY shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

H. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

I. CITY has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. **SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such
20. MEDIA OUTREACH

CITY shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term “Outreach” shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term “Hennepin County,” or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

22. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the “JPA”); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA (“Cooperative Members”); (3) if agreed upon pursuant to a separate agreement between CITY and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CITY.

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Attachment A

Hennepin County Residential Recycling Funding Policy

January 1, 2017 – December 31, 2020

Board Adopted: November 29, 2016

Public Works
Environment and Energy Department
curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

II. Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city’s recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>80%</td>
</tr>
<tr>
<td>2018</td>
<td>70%</td>
</tr>
<tr>
<td>2019</td>
<td>60%</td>
</tr>
<tr>
<td>2020</td>
<td>50%</td>
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</table>

City recycling grant calculation:

\[
\text{Number of households with curbside recycling in city} \times \frac{\text{Total SCORE Funds available for recycling}}{\text{Total number of households with curbside recycling in county}} = \text{Recycling grant amount available to the city}
\]

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Application for Funding

Each municipality must complete an annual grant application by February 15 to receive funding for that year. The application consists of a web-based report and a planning document provided by the county. The web-based report asks for contract, program, tonnage, and financial
• Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
• Boxes from toothpaste, medications and other toiletries;
• Magazines and catalogs;
• Aseptic and gable-topped containers; and
• Plastic bottles and containers, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil.

The county may add materials to this list and require municipalities to begin collection within one year of receiving notification from the county. Municipalities will notify the county if materials not found on this list will be collected.

2. Education and Outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

a. Use county terminology when describing recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;

b. Use images provided by the county or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables;

c. Provide recycling information on the city’s website, including materials accepted and not accepted, a recycling calendar, and links to county resources;

d. Mail a recycling guide to residents each year using a template developed jointly with the county. The county will design and print the guide. If a municipality does not use the template produced by the county, the municipality may develop its own guide at the municipality’s expense, but it must be approved by the county. If the municipality relies on the hauler to provide the recycling guide, this guide requires approval by the county.

e. Complete two educational activities from a menu of options developed by the county.
Percent of SCORE funds allocated to curbside organics recycling:

<table>
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<th>Year</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>2017</td>
<td>20%</td>
</tr>
<tr>
<td>2018</td>
<td>30%</td>
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<tr>
<td>2019</td>
<td>40%</td>
</tr>
<tr>
<td>2020</td>
<td>50%</td>
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City organics recycling grant calculation:

\[
\text{Number of households with curbside organics in city} \times \text{Total SCORE funds available for organics} = \text{Organics grant amount available to the city}
\]

Total number of households with curbside organics in county

If the formula above results in cities receiving grants where the dollar amount per participating household is greater than $25 per year, then a cap will apply. The funding cap per participating household is $25 per year. The most the county will grant a city is $25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The city will report the number in the application for funding.

B. Application for Funds

Each municipality must complete an annual application provided by the county by September 1 to receive funding. As a part of the application, a city must submit the number of households signed up for and receiving curbside organics service.

C. Use of Funds

The grant funds may be used for program expenses, including the following:

- Discount to new customers
- Discount to existing customers
- Referral incentives
- City contract costs
E. Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each year. The report must include, but is not limited to, the following:

Basic Program Information
• Hauler(s)
• Collection method
• Where organics were delivered to and processed
• Is service opt-in or opt-out
• Cost of service to residents; contract cost for city
• How the service was billed
• Items included in service, such as curbside collection, cart, compostable bags, etc.

Results
• Tons
• Number of households signed up
• Average pounds per household per year
• Participation (set-out rate on pickup day)
• Program costs
• How funds were used

F. Grant Payment

The county will make one organics grant payment to a municipality each year. The payment will be made after the county receives the application and confirms that the municipality meets the requirements of this policy.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution requesting a MnDOT State Aid Design Element Variance for the Richfield Parkway South project.

EXECUTIVE SUMMARY:
The Richfield Parkway South extension from 66th Street to 68th Street, to be built as a component of surrounding redevelopment, is proposed to be constructed with a 25 mph design speed to facilitate the redevelopment. State Aid rules require a minimum 30 mph design speed; however, exceptions may be made for the following:
- the road includes on-street bike facilities, or
- the design is granted a State Aid Design Element Variance.

Although State Aid funds will not be used to fund the construction of the Parkway extension, the City may wish to expend State Aid money on the roadway in the future. Richfield Parkway will not include on-street bike facilities, so the City is applying for a Design Element Variance. As part of the variance application, the City is required to submit a resolution requesting the lower design speed.

RECOMMENDED ACTION:
By Motion: Approve a resolution requesting a State Aid Design Element Variance from the Minnesota Department of Transportation for the Richfield Parkway South project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- The City of Richfield has planned Richfield Parkway with the intent, as documented by numerous planning and engineering studies and documents, to create a low-speed multimodal parkway within the city limits, generally described as from 62nd Street to 77th Street.
- The proposed project would construct Richfield Parkway between the roundabout at 66th Street and 68th Street.
- Establishment of higher design speed roadway curvature would encourage a higher traveling speed of vehicles in the presence of pedestrians, bicyclists, and transit.
- The City of Richfield has removed existing residences for purposes of higher density redevelopment designed to buffer airport noise from adjacent neighborhoods.
Establishment of higher design speed roadway curvature would negatively impact the ability of redevelopment to meet the necessary economic thresholds to move forward.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- Construction of Richfield Parkway is identified in the Comprehensive Plan (Chapter 6 - Transportation).
- City Council selected a future alignment along 18th Avenue for Richfield Parkway South in the fall of 2016.

C. CRITICAL TIMING ISSUES:
- The variance application is due to the MnDOT State Aid office by March 1.
- Roadway construction is proposed to begin this summer.

D. FINANCIAL IMPACT:
- Adopting the proposed resolution will not have any financial impact to the City.
- The design variance is required for the City to use State Aid funds on future work of this segment of Richfield Parkway.

E. LEGAL CONSIDERATION:
- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):
- None

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

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RESOLUTION NO.
TO REQUEST A VARIANCE FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION STATE AID OPERATION STANDARDS FOR CURVES ON RICHFIELD PARKWAY BETWEEN 67TH STREET AND 66TH STREET

WHEREAS, the City of Richfield has planned and constructed roadway and pedestrian improvements along Richfield Parkway from 66th Street (including a roundabout) north to 65th Street, and from 63rd Street north and west to 63rd Street/Bloomington Avenue, State Project Nos. 157-020-024 and 157-370-004; and

WHEREAS, the City of Richfield has planned Richfield Parkway between 68th Street and the roundabout at 66th Street; and

WHEREAS, the City of Richfield may expend State Aid Funds and Local Funds on the planned improvements on Richfield Parkway between 68th Street and 66th Street; and

WHEREAS, the City of Richfield has removed existing residences for purposes of redevelopment designed to buffer single family homes from increased airport noise due to the construction of runway 17-35; and

WHEREAS, establishment of higher design speed roadway curvature would impact the ability of future redevelopment to meet density and noise buffer goals; and

WHEREAS, establishment of higher design speed roadway curvature would encourage a higher traveling speed of vehicles in the presence of pedestrians, bicyclists and transit, and specifically at a regional trail location where Three Rivers Park District intends to accommodate significant pedestrian and bicycle crossing volumes; and

WHEREAS, the intent of Richfield Parkway, as documented by numerous planning and engineering studies and documents, is to create a low-speed multimodal parkway within the city limits, generally described as from 77th Street to 62nd Avenue; and

WHEREAS, all decisions regarding comprehensive planning, land acquisition and disposition, engineering design and redevelopment plan approval have been consciously made toward establishment of Richfield Parkway as a low-speed multimodal corridor.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the City of Richfield does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rule 8820.9936, Minimum Design Standards, Urban; New or Reconstruction Projects to allow for a design speed of 25 mph for two horizontal curves on Richfield Parkway, as described in the project limits listed above.

BE IT FURTHER RESOLVED THAT the City Council of the City of Richfield, Minnesota, hereby indemnifies, saves, and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of granting the variance. The City of Richfield further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of granting this variance from Minnesota Rules 8820.9936, Minimum Design Standards, Urban; New or Reconstruction Projects.
Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

Michael Howard, Mayor Pro Tempore

ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the purchase of a truck chassis from Boyer Isuzu Trucks for $48,358 and compaction body from Macqueen Equipment for $54,706, totaling $103,064.

EXECUTIVE SUMMARY:
The Public Works Department uses a smaller sanitation vehicle to collect trash from:
- parks and ball fields;
- special events; and,
- bus stops in the HUB and 77th St Maintenance Districts.

The truck being replaced was purchased in 2006 and was scheduled to be replaced in 2016. This truck has experienced breakdowns and parts for the compaction unit are becoming unavailable.

RECOMMENDED ACTION:
By Motion: Approve the purchase of a truck chassis from Boyer Isuzu Trucks for $48,358 and compaction body from Macqueen Equipment for $54,706, totaling $103,064.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
- This is a specialty piece of equipment that many cities utilize.
- The truck being replaced was purchased in 2006 and has been extended one year past its scheduled replacement.
- Parts are no longer available to fix the compaction unit.
- Garbage/debris collection erodes portions of this vehicle more rapidly than others.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- The City of Richfield participates in the Minnesota State Cooperative Purchasing Program.
- Boyer Isuzu Trucks and Macqueen Equipment are included in the Minnesota State Cooperative Purchasing Program.

C. CRITICAL TIMING ISSUES:
- Approval of the purchase will ensure that the equipment is built and delivered within the year it was budgeted.
D. **FINANCIAL IMPACT:**
   - The Council Approved 2017 Budget contains $115,000 for the purchase of this equipment.
   - The total purchase price is $103,064 which includes $7,500 for trade-in.

E. **LEGAL CONSIDERATION:**
   - When the purchase of materials, merchandise, equipment, or construction exceeds $100,000, authority to purchase shall be submitted to the City Council for consideration.

**ALTERNATIVE RECOMMENDATION(S):**
   - The Council may take no action; however, the existing truck is past its useful life and continued use will likely result in breakdowns with costly repairs and delays in service delivery.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
N/A
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution adopting City Council Rules of Procedure and Decorum.

EXECUTIVE SUMMARY:
The Richfield City Council Rules of Procedure and Decorum were first approved by the City Council on July 23, 2001. Since then, the Rules have been revised and updated three times. Staff presented a proposed update to the Rules at the February 14, 2017 Work Session. The proposed update would ensure the Rules are consistent with applicable laws and practices of the City Council.

RECOMMENDED ACTION:
By Motion: Approve a resolution adopting City Council Rules of Procedure and Decorum

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The Richfield City Council Rules of Procedure and Decorum were approved by the City Council on July 23, 2001.
   - The Rules have been previously updated three times:
     - December 10, 2001;
     - May 8, 2007; and
     - May 27, 2008.
   - The proposed update was discussed at the February 14, 2017 Work Session.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - The City Code provides that the Council may adopt rules, by resolution or ordinance, as it deems necessary.

C. CRITICAL TIMING ISSUES:
   - None

D. FINANCIAL IMPACT:
   - None

E. LEGAL CONSIDERATION:
• The City Attorney will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**
• None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
N/A

**ATTACHMENTS:**

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<td>Resolution</td>
<td>Resolution Letter</td>
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RESOLUTION NO.

RESOLUTION ADOPTING RULES OF PROCEDURE AND DECORUM FOR CITY COUNCIL MEMBERS

WHEREAS, it is appropriate for the City Council to establish rules of procedure and decorum for Council meetings and Board and Commission meetings; and

WHEREAS, the Richfield City Code, Section 205.13, subd. 2(c) provides that the City Council may adopt such special rules by ordinance or resolution from time to time as necessary; and

WHEREAS, the City Council last updated its rules of procedure and decorum in 2008 and has determined that it is appropriate to amend these rules of procedure and decorum so that they are consistent with applicable laws and practices of the City Council.

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

1. The attached rules of procedure and decorum are hereby amended and established.
2. These rules shall remain in effect until modified by resolution of the City Council. This resolution supersedes Resolution No. 10098.
3. These rules shall be interpreted, wherever possible, so as to be consistent with the rules set forth in the City Code. In the case of any irreconcilable conflict between these rules and the rules in the City Code, the rules in the City Code shall prevail.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

____________________________________
Michael Howard, Mayor Pro Tempore

ATTEST:

____________________________________
Elizabeth VanHoose, City Clerk
SECTION 1. PURPOSE

Subd. 1. General. It is recognized that in order to enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

SECTION 2. GENERAL

Subd. 1. Law. The City Charter, Ordinances, and State Statutes governing the City Council shall be followed and supplemented by the Rules of Procedure and Decorum of the City Council.

Subd. 2. General Rules. In all matters of parliamentary procedures, the Council shall be governed by the latest printed edition of the STURGIS STANDARD CODE OF PARLIAMENTARY PROCEDURE as published from time to time except as modified by these rules and the rules set forth in Section 205 of the City Code.

SECTION 3. COUNCIL MEETINGS

Subd. 1. Regular Meetings. Regular meetings of the Council shall be held, without necessity for notice, every second and fourth Tuesday commencing at 7:00 p.m. in the City Council Chambers, 6700 Portland Avenue, Richfield, Minnesota.

Subd. 2. Other Locations. The Council may, from time to time, elect to meet at other locations within and outside the City and upon such election shall give public notice of the change of location in accordance with State law and the City Charter.

Subd. 3. Location During Local Emergency. If, by reason of emergency, it shall be unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or designate.

Subd. 4. Special Meetings. The Mayor or any two members of the Council may call a special meeting of the Council upon at least 12 hours written notice to each member of the Council. The notice shall be delivered personally to each member or shall be left at the Council Member’s usual place of residence with some responsible person. Special meeting notices will not be published, but will be posted at City Hall and on the City’s website.

SECTION 4. PRESIDING OFFICER
Subd. 1. **Who Presides.** The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. The presiding officer shall have the power to preserve strict order and decorum at meetings, enforce the rules of procedure, and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.

Subd. 2. **Appeal of the Ruling of the Presiding Officer.** Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority vote.

Subd. 3. **Rights of the Presiding Officer.** The presiding officer may speak on any question and make motions and second motions.

SECTION 5. **AGENDA**

Subd. 1. **Matters for Consideration.** Matters for Council action shall be submitted by members of the Council and residents to the City Manager.

Subd. 2. **Preparation.** An agenda of business for each regular meeting shall be prepared in the office of the City Manager and completed by 4:30 p.m. on the Friday preceding a meeting. Full agenda will be provided to each Council Member as far in advance of the meeting as time for preparation will permit.

Subd. 3. **Order of Business at Regular Meetings.** At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following manner:

(a) approval of minutes of previous meeting
(b) presentations
(c) Council discussion
(d) agenda approval
(e) consent calendar
(f) public hearings
(g) proposed ordinances
(h) resolutions
(i) City Manager’s report
(j) other business

Subd. 4. **Varying Order of Business.** The presiding officer may vary the order of business.

Subd. 5. **Minutes.** Subdivision 1. **Approval of Minutes.** The clerk shall provide a copy of the minutes of each meeting to each Council Member with the
agenda of the next regular meeting. If such copies have been distributed to Council Members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council shall be made by the clerk, but no amendment to which objection is raised by any member shall be made without the approval of a majority of the Council.

Subd. 2. General Contents of Minutes. The clerk shall record all material matters considered by the Council in the minutes. Minutes shall be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the clerk and can be accurately identified from the description given in the minutes. The Council may, in its discretion, direct that any one of the above be fully set out in the minutes.

Subd. 6. Consent Agenda. In the preparation of the agenda for a meeting, the City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar shall become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda shall be those that the City Manager deems to be of a routine, non-controversial nature.

Subd. 7. Items Not on the Agenda. The Council may consider items not appearing on the agenda as normal business if a Council Member does not raise an objection. If a Council Member raises an objection, a vote of the majority of the Council Members present shall determine the appropriateness of further consideration of the matter at that time. The Council may not take action on any item that requires public notice or hearing.

Subd. 8. Presentation of Agenda Item. A Council Member shall introduce each agenda item followed by the presiding officer’s opening of the item for Council discussion. Oral summaries of staff reports on agenda items will not be given by staff, but the City Manager and appropriate staff will stand for questions and clarification on items.

Subd. 9. Public Participation. Members of the public may address the City Council during:

(a) Public hearings.

(b) Open Forum. Prior to the commencement of the official business of the Council at regularly scheduled Council meetings (7:00 p.m. to 7:15 p.m.) members of the public will be afforded the opportunity to address the Council on City business and items that
are not on the meeting’s agenda. Open Forum will be limited to a total of 15 minutes and each speaker will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

All persons wishing to speak during the Open Forum may register either with the City Manager’s office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

Registration shall include their name, address and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum.

If there are more people registered than time allows, the Council may, after a majority vote of the City Council, provide a second Open Forum limited to a total of 15 minutes directly before the adjournment of the meeting. Speakers will be restricted to 3 minutes each. The City Council may, by majority vote, extend the time limit.

From the dais, the presiding officer will have the ability to control the red/yellow/green light monitor to alert speakers of their time allotment.

Speakers will not be permitted to make direct or inferred comments on personality conflicts with City Council, commission or staff members and speakers who make personal attacks, campaign endorsements or campaign statements will lose the opportunity of addressing the Council in Open Forum.

City Council will not take official action on items discussed during Open Forum, except to refer items to staff or commission for future report. Council Members may ask questions for clarification purposes, but they may wish to investigate or research issues before responding. City Council or staff members will respond at a later date.

The Open Forum shall be videotaped and/or cablecast.

(c) Specific issues scheduled on the agenda, other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a vote of the majority of Council Members present shall determine the appropriateness of accepting public comment on the matter under consideration.

(d) Items coming before the Council from the Planning Commission, HRA and other boards and commissions that do not require a public
hearing may, by a majority vote of the Council, be the subject for public discussion.

SECTION 6. VOTING

Subd. 1. Procedure. The votes of the members on any ordinance, resolution or motion pending before the Council shall be by voice vote, unless the Mayor or any Council Member requests that a roll call vote be taken. The presiding officer shall call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.

Subd. 2. Discussion Prior to the Vote on Any Agenda Item or Council Action Requiring a Vote. Council Members are encouraged to publicly express their reasons for the vote that they will cast on any issue before the Council that requires a Council vote.

Subd. 3. Excused From Voting. A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member’s intention to abstain prior to the vote being taken. The clerk shall record the abstention as "Abstain—name."

SECTION 7. RULES OF DECORUM

Subd. 1. Council. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking, or refuse to obey the orders of the presiding officer.

Subd. 2. Recognition. Members of the Council shall first be recognized by the presiding officer prior to addressing any other Council member, staff or member of the public. First names will not be used to address Council Members, staff or members of the public.

Subd. 3. Discussion. At the request of any Council Member or the Mayor, Council discussion shall be limited as provided in this subdivision. When the rules of this subdivision are invoked, no member of the Council shall speak more than twice on any question, nor more than five minutes each time without consent of the Council.

Subd. 4. Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.

Subd. 5. Pertinent to Matter Under Debate. Members of the Council, staff and public shall confine remarks to the matter under debate.
Subd. 6. **Addressing the Council.** Each member of the public addressing the Council shall step up to the microphone provided for the use of the public and after being recognized by the presiding officer give his/her name and address in an audible tone of voice for the records, state the subject to be discussed, and state who the speaker is representing if representing an organization or other persons.

All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.

No question may be asked of a Council Member or a member of the staff without the permission of the presiding officer. The presiding officer may impose a three-minute time limit on remarks by speakers, whenever in the presiding officer’s judgment, a time limit is necessary in order to expedite the progress of the meeting or ensure the opportunity for other speakers to be heard. The City Council may, by majority vote, extend the time limit imposed by the presiding officer.

Subd. 7. **Spokesman for Group of Persons.** In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

Subd. 8. **After Motion.** After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing the permission to do so by a majority vote of the City Council.

Subd. 9. **Conduct.** Any member of the Council, staff or person indulging in personal attacks or making impertinent, slanderous, or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.

Subd. 10. **Members of the Audience.** No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting. If, after being cautioned to cease and desists from such behavior, the behavior continues, the presiding
officer may call a recess until such time that the members of the audience refrain from such conduct.

SECTION 8. ENFORCEMENTS OF DECORUM

Subd. 1. Warning. All persons shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, said officer may order the person removed from the meeting. If the person does not remove himself/herself, the presiding officer may order that the Sergeant-at-Arms remove the person.

Subd. 2. Sergeant-at-Arms. The Public Safety Director, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings. The Public Safety Director or such member or members of the Police Department shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.

Subd. 3. Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with violating City ordinance or other applicable laws.

Subd. 4. Motions to Enforce. Any Council Member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council shall require the presiding officer to do so.

Subd. 5. Adjournment. In the event that any meeting is willfully disturbed by a person or group of persons so that orderly conduct of the meeting is not feasible, and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting or at a special meeting called by the presiding officer.

SECTION 9. WORK SESSION MEETINGS

Subd. 1. General. Work Session meetings of the City Council may be held at the call of the Mayor. No official Council action will be taken at Work Session meetings.

Subd. 2. Rules of Procedure and Decorum. The Rules of Procedure and Decorum of the City Council shall be observed in Work Sessions so far as they are applicable.

Subd. 3. Audio Recording of Work Sessions. All Council Work Sessions shall be audio taped and maintained in the same manner used for recording and maintaining audio tapes for regular meetings of the Council.
SECTION 10. CAMERA AND RECORDING DEVICES

Subd. 1. Use of Cameras and Recording Devices Limited. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceeding of the Council.

SECTION 11. SEPARABILITY

Subd. 1. General. If any section, subdivision, sentence, clause, phrase or portion of these Rules of Procedure and Decorum is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 12. ITEMS PRESENTED TO COUNCIL

Subd. 1. General. Any and all written materials, documents and other materials presented to the City Council at a Regular, Special or Work Session meeting including but not limited to maps, models, pictures and drawings shall become the property of the City.

SECTION 13. ORDINANCES AND RESOLUTIONS

Subd. 1. Introduction and Adoption. All legislation of the City shall be by ordinance. Ordinances, resolutions and other matters requiring Council action shall be introduced by a member of the Council. The City Manager or Department Director may present ordinances, resolutions and other matters for consideration.

Subd. 2. Readings. Every ordinance shall receive two readings before the Council prior to final adoption. An ordinance need not be read in full unless a member of the Council requests such a reading.

Subd. 3. Emergency Ordinances. An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health and morals, safety, or welfare in which the emergency is defined and declared in the preamble.

Subd. 4. Amendments. Amendments may be made to a proposed ordinance after either its first or second reading.

Subd. 5. City Charter Provisions. The procedure for the adoption of ordinances and resolutions shall conform to the requirements of the Charter.

Subd. 6. Public Hearing Requirements. Public hearings will be held only for those matters required by State law or City Charter.
SECTION 14.  ATTENDANCE AT COUNCIL MEETINGS

Subd. 1.  Attendance at Council Meetings. Attendance of Council Members at meetings is one of the most important duties imposed by law on members. Member presence to participate in the hearings, deliberations and decisions of the Council is essential to the proper discharge of the member's official duties. Recognizing that it is not always possible for a member to be present at all meetings, and that by reason of business demands, state of health, personal problems, vacations and other matters occasional absences are excusable. Any member of the Council shall insofar as possible give advance notice to the City Manager stating the meeting at which the member will be absent.

SECTION 15.  RULES OF ORDER

Subd. 1.  Suspension of Rules. The operation and effect of a rule set forth in this subsection may be suspended upon the unanimous vote of the Council.

(Rev. 07/23/01)
(Rev. 12/10/01)
(Rev. 05/08/07)
(Rev. 05/27/08)
(Rev. 02/28/17)
ITEM FOR COUNCIL CONSIDERATION:

EXECUTIVE SUMMARY:
At the February 14, 2017, Council Work Session, City staff presented a proposed update to the City Council Rules of Procedure and Decorum. The update would ensure the Rules are consistent with applicable laws and practices of the City Council. Updates to City Code Section 205, Rules of Council Procedure, are required to match the changes made to the Rules.

RECOMMENDED ACTION:
By Motion: Approve the first reading of an ordinance amending City Code Section 205 related to rules of Council procedure and schedule a second reading for March 14, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • Provided in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Subsections of City Code Section 205 must be updated to match update made to the City Council Rules of Procedure and Decorum.

C. CRITICAL TIMING ISSUES:
   • Council should update the Code of Ordinances in a timely manner to match the update made to the City Council Rules of Procedure and Decorum.

D. FINANCIAL IMPACT:
   • None

E. LEGAL CONSIDERATION:
   • The City Attorney has reviewed and approved the ordinance and will be available to answer questions.
ALTERNATIVE RECOMMENDATION(S):
- None

PRINCIPAL PARTIES EXPECTED AT MEETING:
N/A

ATTACHMENTS:

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THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. Subsection 205.07 of the Richfield City Code is hereby amended as follows:

205.07. – Minutes.

Subd. 1. Approval of minutes. The Clerk shall provide a printed copy of the minutes of each meeting to each Council member as soon as possible after each meeting with the agenda of the next regular meeting. If such printed copies have been distributed to Council members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council shall be made by the Clerk, but no amendment to which objection is raised by any member shall be made without the approval of a majority of the Council.

Subd. 2. General contents of minutes. The Clerk shall record all material matters considered by the Council in the minutes. Minutes shall be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the Clerk and can be accurately identified from the description given in the minutes. The Council may in its discretion direct that any one of the above be fully set out in the minutes.

SECTION 2. Subsection 205.15 of the Richfield City Code is hereby amended as follows:

205.15. - Attendance at Council meetings.

Attendance of Council members at meetings is one of the most important duties imposed by law on members. Member presence to participate in the hearings, deliberations and decisions of the Council is essential to the proper discharge of the member's official duties. Recognizing that it is not always possible for a member to be present at all meetings, and that by reason of business demands, state of health, personal problems, vacations and other matters occasional absences are excusable, the following rules apply to absences of Council members from meetings when invoked by resolution of the Council:

(a) Such rules shall remain in effect until the end of the calendar year during which the resolution is passed unless revoked prior to that time by resolution of the Council;
(b) Unless excused by a majority of the City Council, a member of the Council may not be absent from any regular meeting or from such special meetings as the Council may specify in the resolution;

(c) For each unexcused absence from a regular or special meeting of the Council each Council member may be penalized by a fine of not to exceed $75.00, and the Mayor may be penalized by a fine of an amount not to exceed $100.00, but the resolution may specify a lesser penalty for absence from a special meeting than a regular meeting;

(d) Any member of the Council desiring to be excused shall insofar as possible give advance notice to the Manager, stating:
   (i) The meeting at which the member will be absent;
   (ii) The member's reason for being absent; and
   (iii) The member's location during the meeting.

SECTION 3. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 14th day of March, 2017.

Michael Howard, Mayor Pro Tempore

ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the first reading of an ordinance amending City Code Subsection 710.23 related to private water supplies and cross-connection control and schedule a second reading for March 28, 2017.

EXECUTIVE SUMMARY:
Minnesota State Statute dictates that no connection can be made between the public potable water supply and any system, equipment, or device that may serve as a source of contamination, unless protected by a properly installed and maintained backflow preventer.

The Minnesota Department of Health (MDH) recommends that public water suppliers initiate and administer a cross connection program that involves inspecting private properties, maintaining an inventory of testable backflow devices, and enforcing requirements for annual testing of backflow devices. The cross connection program is intended to protect the health of public water customers.

Staff recommends implementing an ordinance to aid in the administration of a cross connection program.

RECOMMENDED ACTION:
By Motion: Approve the first reading of an ordinance amending City Code Subsection 710.23 related to private water supplies and cross-connection control and schedule a second reading for March 28, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- A local cross connection ordinance is the first step in implementing a cross connection program.
- The current ordinance relating to private water connections does not address necessary inspections and required testing of backflow devices.
- Staff has actively monitored cross connections and backflow devices for many years; however, with new state regulations it will become increasingly difficult to administer a cross connection program without a local ordinance.
- Other cities that have a cross connection ordinance include, but are not limited to:
  - Bloomington
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - The City Charter requires a first and second reading of ordinances.
   - A public hearing is not required unless a separate statute, charter provision, or ordinance requires it.

C. **CRITICAL TIMING ISSUES:**
   - Approval at this meeting will provide for staff to begin the cross connection program as soon as possible.

D. **FINANCIAL IMPACT:**
   - Staff does not anticipate the cross connection program will have a financial impact on water operations.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the proposed ordinance and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**
- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
- N/A

**ATTACHMENTS:**

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BILL NO. __________

AN ORDINANCE AMENDING SUBSECTION 710.23 OF THE RICHFIELD CODE OF ORDINANCES ADDING NEW REGULATIONS FOR CROSS CONNECTIONS AND BACKFLOW PREVENTION

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 710.23 of the Code of Ordinances of the City of Richfield is hereby deleted in its entirety and replaced with the following:

710.23. – Cross connections and backflow prevention.

Subdivision 1. Purpose. The purpose of this subsection is to protect the health of water customers and the City’s potable water supply.

Subd. 2. Definition. For the purposes of this subsection, “cross connection” shall consist of a connection or arrangement, physical or otherwise, between the City’s water supply system and any plumbing fixture, tank, receptor, equipment, or other device, through which it may be possible for non-potable, used, unclean, polluted, or contaminated water, or any other substances to enter into any part of the City’s water supply system under any condition.

Subd. 3. General rule. Cross connections between the City’s water supply system and other systems or equipment are prohibited, except when and where, as approved by the City of Richfield, suitable backflow prevention devices are installed, tested, and maintained in accordance with this subsection to ensure proper operation on a continuing basis. Backflow prevention devices shall be owned, tested, and maintained in working condition by the owner or occupant of the premises being served.

Subd. 4. Installation, maintenance, testing. The installation, maintenance, and testing of backflow prevention devices shall be conducted in accordance with the Minnesota State Plumbing Code. Testing must be performed by a state certified backflow tester. All internal maintenance to any backflow prevention devices shall be performed by a state certified backflow prevention tester. Test results shall be furnished to the City. The City’s annual fee for administering a backflow preventer testing program shall be as established, from time to time, by resolution of the City Council.

Subd. 5. Permit required. Prior to the installation of or repair to any private water line, system, apparatus, or equipment that is connected to or has a cross connection with the City’s water supply system, the property owner or occupant must obtain a permit pursuant to subsection 400.05, subdivision 2 of this code.

Subd. 6. Inspection and improvements.

(a) All properties connected to the City’s water supply system shall be subject to annual inspection by a City-designated inspector for the purpose of determining whether
cross connection(s) exist, and if so, compliance with this subsection. The property owner or occupant shall allow the City-designated inspector onto the property and into any structure necessary to complete the inspection. The inspection shall occur within 30 days of written notice from the City that a compliance inspection is required. The compliance inspection shall occur at a time and in a manner as reasonably determined by the City-designated inspector. If the property owner or occupant fails to permit or have completed a compliance inspection as provided herein, the City may apply to the district court for an appropriate administrative search warrant authorizing the City-designated inspector to enter onto the property to conduct said inspection.

(b) In the event that a backflow prevention device is required on the property and said device is not present or is not otherwise in compliance with this subsection, the installation or maintenance of a proper backflow prevention device shall be completed within 30 days of the City’s written notice of noncompliance to the property owner or occupant. Following the written notice of noncompliance, a second compliance inspection shall be completed upon indication by the property owner or occupant of compliance with this subsection for the purpose of determining whether the necessary corrections have been made. In no event shall the second inspection be more than 60 days following the City’s written notice of noncompliance related thereto.

Subd. 7. Noncompliance. In addition to any other penalty authorized by federal, state, or local law, the failure to comply with any of the provisions of this subsection shall be cause to discontinue water service in accordance with subsection 710.05 of this code.

Section 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this ____ day of __________________, 2017.

By ______________________________
Michael Howard, Mayor Pro Tempore

ATTEST:

________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the first reading of an ordinance regulating trapping, snaring, hawking and falconry in the City of Richfield and schedule a second reading of the ordinance for March 14, 2017.

EXECUTIVE SUMMARY:
Recent discussions with DNR Conservation Officers in relation to inquiries from citizens have highlighted the need for the City to have a local ordinance relating to the trapping of animals on public and private property with the City. The proposed Ordinance would prohibit the trapping of animals with leg hold traps and snares and would prohibit the use of birds of prey to hunt or kill other animals. The ordinance provides certain exceptions for live traps, the trapping of harmful rodents or pests, trapping done by government agencies, and trapping done by scientists in their work studying wildlife.

RECOMMENDED ACTION:
By Motion: Approve the first reading of an ordinance regulating trapping, snaring, hawking and falconry in the City of Richfield and schedule a second reading of the ordinance for March 14, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • Information contained in the Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • State Statute and DNR Rules regulate trapping and hunting activities, but the DNR has recently advised that local regulation is necessary to prohibit/regulate these activities beyond the seasons, licenses, and trapping regulations they enforce.
C. CRITICAL TIMING ISSUES:
   • Timely approval of this ordinance would prevent traps and snares being set on public or private property.
D. FINANCIAL IMPACT:
   • None
E. **LEGAL CONSIDERATION:**

- The Code Enforcement Staff and the City Attorney has collaborated on the creation of this draft ordinance.
- Because this draft ordinance also affects city park land, the draft was presented to the Community Services Commission on January 17, 2017. The Community Services Commission approved a resolution to support the draft ordinance.
- Woodlake Nature Center advises citizens on wildlife conflict issues and offers a program where live traps are rented to citizens at a fee to assist with animals causing damage to properties and the draft ordinance would allow that program to continue.
- State Statute allows property owners to trap and remove wildlife causing damage to their property.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may decide not to approve of this ordinance, which could lead to possible injury to pets or humans by traps and snares set on public or private property.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

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<td>Trapping Ordinance - Community Services Commission</td>
<td>Cover Memo</td>
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BILL NO.

AN ORDINANCE ADDING A NEW SUBSECTION 905.42 TO THE CITY CODE PROHIBITING TRAPPING, SNARING, HAWKING AND FALCONING IN THE CITY OF RICHFIELD

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: The Richfield Code of Ordinances is amended by adding a new Subsection 905.42 as follows:

§ 905.42 Trapping.

Subdivision 1. Purpose. This ordinance is intended to protect the citizens from injury from hazardous devices and to protect domesticated animals, pets and non-nuisance wildlife from damage and destruction that may result from unregulated trapping, snaring, hawking or falconry.

Subd. 2. Definitions. The words and phrases used in this ordinance shall have the meanings ascribed to them as follows:

(a) **Leg Hold.** A device made of steel, metal, or other rigid material, consisting of two (2) jaws that lie horizontally to form a circle or circular shape when the trap is set, or trap that is similar to the above in design and that is intended to catch and secure an animal by the leg.

(b) **Live Trap.** A trap designed to capture animals alive without causing injury to the animal.

(c) **Trap.** A device, including but not limited to a leg-hold device, used for the purpose of catching, capturing, snaring, holding, or killing animals or birds.

(d) **Trapping.** The placing or setting of traps with the intent to catch, capture, snare, hold or kill animals or birds. Trapping includes the acts of snaring and falconry and hawking.

(e) **Snaring.** The act of using a trap or trapping device, often consisting of a noose, used for capturing animals or birds.

(f) **Falconry/Hawking.** The use of birds of prey to hunt, kill or capture other animals.

Subd. 3. **Trapping Prohibited.** Trapping is prohibited anywhere within the City, including in City parks and on any City-owned property, except as provided in Subdivision 4.
Subd. 4. **Exceptions.** Trapping is allowed in the City as follows:

(a) Live trapping for the purpose of releasing an animal into the wild. Live traps must be tended at least once every twenty-four (24) hours.

(b) The trapping of harmful rodents or pests such as rats, mice, gophers, moles and squirrels on private property or within one’s own private building. Any effective trap except leg-hold traps may be used so long as the traps are set and tended in a way that does not constitute a danger to persons or to domestic or wild animals that are not pests or nuisances.

(c) Employees or agents of governmental units or agencies who, using live-traps in the course of their duties, are required to trap animals or birds for humane or other authorized purposes.

(d) Scientists in their work of identifying and studying wildlife, animals and birds so long as said animals and birds are returned to their natural environment without harm.

(e) Trapping by any means or methods done by the City, or done under its direction, or done by any other governmental agency or department with the written permission of the City Manager, or done by any person with a valid trapping license issued by the state and with the written permission of the City Manager.

Subd. 5. **Compliance with Law.** Any trapping allowed under this subsection shall be done in accordance with all applicable laws.

Subd. 6. **Penalty.** Any person who violates any provision of this subsection may be charged with a misdemeanor and subject to a fine not to exceed the maximum penalty under state law for a misdemeanor violation.

Section 2: This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 14th day of March, 2017.

__________________________________________
Michael Howard, Mayor Pro Tempore

ATTEST:

__________________________________________
Elizabeth VanHoose, City Clerk
Community Services Commission, 1/17/17

Trapping Ordinance

Code Compliance Officer O'Brien said that there had been inquiries about trapping animals in Richfield and the City’s regulations. He said that staff discovered that trapping wasn’t explicitly addressed, so they researched wording from other public entities and made revisions to the City Code, prohibiting the trapping of animals within the City of Richfield, unless by authorized personnel for the purpose of controlling overpopulation and preventing damage to natural areas or on private property, with permission from the owner, for the same reasons or live trapping for release within a day.

He said that Richfield animal control primarily deals with domestic animal control. Smieja mentioned that coyotes have been seen in Richfield; O'Brien said that they have been sighted in Richfield for decades and their activity and prevalence tends to go up and down over time and they will always be there; it would be ineffective to reduce their numbers, as more would move in, but there are ways to discourage them from coming onto your property.

Topitzhofer said that having traps in a park is too dangerous for visitors. O'Brien said that this would prohibit trapping for the purpose of selling pelts or just recreationally. Engeldinger said that it’s a positive thing to see wildlife around.

Engeldinger moved, seconded by Felgate, to recommend Council approval of the ordinance amendment.

Approved, ayes all.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of a first reading of an interim ordinance modifying regulations related to temporary signs along 66th Street.

EXECUTIVE SUMMARY:
With reconstruction of 66th Street now underway, the City has been contacted by business owners requesting permission to install temporary signs beyond what are ordinarily permitted. During construction, business owners want to emphasize that they are open and clearly identify access points. Under current sign regulations, temporary signs are permitted in 28-day increments, with a maximum of 4 permits per business, per calendar year, and carry a fee of $35 per application. The Zoning Ordinance also restricts the types of signs that may be displayed, prohibiting all portable signs and banners not attached to a structure (including “flag” or “sail” signs.)

To address businesses’ concerns, staff is recommending adoption of an Interim Ordinance that would loosen certain restrictions on temporary signs for properties adjacent to 66th Street, between Xerxes Avenue and 16th Avenue. Proposed changes to current sign regulations (Zoning Code Section 549) include:
- Extending the 28-day limitation, instead allowing temporary signs to be displayed for up to one year.
- Waiving the $35 application fee.
- Waiving the requirement that all signs maintain a 5-foot setback from property lines.
- Waiving the requirement that banner signs be attached to a structure (typically a building or fence), which will allow greater use of banners and “flag” or “sail” types of signs.

For the duration of the Interim Ordinance, all other regulations of Zoning Code Section 549 shall remain in place, including:
- A Sign Permit Application Form must be submitted to the Community Development Department before any signs will be approved.
- No more than one banner or other temporary sign will be allowed per business or tenant, per building frontage.
- Signs shall not be placed in the public right-of-way.
- All signs prohibited under Section 549.21, Subdivision 2, shall remain prohibited, including portable signs and outdoor advertising signs, also known as “off-premise signs”, which advertise a product or business that is not available on the same premises as the sign.
State Law allows cities to adopt interim ordinances for the purposes of protecting the planning process and the health, safety, and welfare of its citizens, for a period not to exceed one year. Unless earlier repealed by the City Council, this Interim Ordinance shall remain in effect for one year from the date of passage of a second reading. During this time, City staff will study and propose changes to City Ordinances regulating signs, for the purposes of accommodating businesses throughout the remainder of 66th Street construction and for future road construction projects.

**RECOMMENDED ACTION:**
By Motion: Conduct a first reading of an interim ordinance modifying regulations related to temporary signs along 66th Street and schedule a public hearing and second reading of the ordinance for March 14, 2017.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**
   - None

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - Minnesota Statutes Section 462.355 allows cities to adopt interim ordinances for the purposes of protecting the planning process and the health, safety, and welfare of its citizens.
   - The City Attorney agrees that the adoption of an interim ordinance related to temporary signs would be appropriate while the City studies the issue and contemplates changes to sign ordinances.
   - This first reading is an administrative requirement. Approval of the first reading does not obligate the Council to approve the Ordinance upon second reading.

C. **CRITICAL TIMING ISSUES:**
   - The City has received inquiries from business owners requesting expanded temporary signage during 66th Street construction. Adopting an interim ordinance will allow these requests to move forward immediately while the issue is studied further.
   - The proposed interim ordinance would remain in effect for one year. The City Council can repeal the interim ordinance at an earlier time if studies have been completed and necessary ordinance changes adopted.

D. **FINANCIAL IMPACT:**
   - None

E. **LEGAL CONSIDERATION:**
   - If this reading is approved, a public hearing will be held and a second reading of the proposed Ordinance will be considered on March 14, 2017.

**ALTERNATIVE RECOMMENDATION(S):**
- Council may choose to not approve the interim ordinance, or approve with modifications.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

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CITY OF RICHFIELD
STATE OF MINNESOTA

ORDINANCE NO. _______

AN INTERIM ORDINANCE REGULATING TEMPORARY SIGNS
AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background.

1.01. The City of Richfield regulates the installation of permanent and temporary signs on private property throughout the City, as described in Section 549 of the Zoning Code.

1.02. The City requires that permit applications be submitted in order to grant approval of any signs over 6 square feet in area. Temporary sign permits are issued in 28-day increments, with a maximum of 4 permits per business, per calendar year. Temporary sign permits carry an application fee of $35 per 28-day period. The City restricts the types of signs that may be displayed, prohibiting all portable signs and banners not attached to a structure (including “flag” or “sail” signs.) The City requires that all signs be set back a minimum of 5 feet from property lines.

1.03. Reconstruction of 66th Street is currently underway and heavy construction work will continue through the 2018 construction season. This work will disrupt regular traffic patterns along 66th Street and inconvenience area businesses and their customers.

1.04. The City has received inquiries from business owners requesting permission to install temporary signs beyond what are ordinarily permitted. During construction, business owners want to emphasize that they are open and clearly identify access points.

1.05. The public interest will be harmed if businesses along 66th Street are inaccessible to customers.

1.06. The City Council has determined a need to undertake a study to review Section 549 of the Zoning Ordinance (Sign Regulations) as it pertains to the use of temporary signs during major road construction projects.

1.07. Upon completion of the study, the City Council, together with such city commissions as the City Council deems appropriate or as may be required by law, will consider the advisability of amending certain official controls.

1.08. Minnesota Statutes, Section 462.355, Subdivision 4 allows the City to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

Sec. 2. Findings.

2.01 The City Council finds that it is necessary to conduct planning studies to determine the appropriate permitting and land use controls that should apply
to temporary signs during major roadway construction projects and to protect the planning process and the health, safety, and welfare of its citizens.

2.02 The purpose of the studies to be conducted includes, but is not limited to determining the appropriate permitting and licensing standards, and land use and development standards that should apply to temporary signs and determining the appropriate changes, if any, that should be made to City Ordinances.

2.03 The City Council finds that there is a need to adopt an Interim Ordinance, while the studies referenced in Section 2.01 are conducted.

2.04 The City Council finds that this Interim Ordinance applies only to applications for temporary sign permits on properties adjacent to 66th Street, between Xerxes Avenue and 16th Avenue.

Sec. 3. Planning Study Authorized

3.01 A study is authorized to be conducted by City staff, to be followed by consideration of potential changes to the City’s Ordinances by the City Council and such other commissions of the City as required by law or as directed by the City Council.

3.02 Pending completion of the study and adoption of any amendments to the City’s official controls, an Interim Ordinance is established regulating the issuance of temporary sign permits.

Sec. 4. Interim Regulations. The Interim Ordinance makes the following modifications to Zoning Code Section 549 (Sign Regulations).

4.01 The application fee of $35 shall be waived. However, a completed Sign Permit application form must be submitted to the Community Development Department before any signs will be approved.

4.02 The 28-day limitation on temporary signs shall be extended to one year.

4.03 The requirement that all signs maintain a 5-foot setback from property lines shall be waived.

4.04 The requirement that banner signs be attached to a structure shall be waived, allowing greater use of banners and similar types of signs.

4.05 The interim regulations established by this Ordinance shall apply to any application pending as of the date of this Ordinance.

4.06 All other regulations set forth in Zoning Code Section 549 remain in effect and are not modified by the Interim Ordinance.

Sec. 5. Enforcement. The City may enforce this Ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.
Sec. 6. **Term.** Unless earlier repealed by the City Council, this Interim Ordinance shall remain in effect until March 14, 2018. The Ordinance may be extended for a reasonable time, in accordance with Minnesota Statutes Section 462.355.

Sec. 7. **Effective Date.** This Ordinance is effective as provided by Section 3.09 of the Richfield City Charter.

__________________________
Michael Howard, Mayor Pro Tempore

**ATTEST:**

__________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an amendment to the Hennepin County Cost Participation Agreement for the acquisition of right-of-way for the 77th Street Underpass of Trunk Highway 77 project.

EXECUTIVE SUMMARY:
Hennepin County had previously allocated $1,500,000 in cost participation funds for use in 2016 on the 77th Street Underpass of Trunk Highway 77 Project. The funds are for appraisal fees, land acquisition, and relocation costs required for construction of the project. The funds are provided to the City through an invoice reimbursement process. The original agreement commenced on June 1, 2016 and was to terminate on December 31, 2016. This amendment extends the agreement to December 31, 2017.

RECOMMENDED ACTION:
By Motion: Approve the First Amendment to Hennepin County Cost Participation Agreement for the construction of the 77th Street Underpass of Trunk Highway 77.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- City Council approved the original agreement on April 26, 2016.
- Due to delays in the release of state funds full right-of-way acquisition could not take place in 2016, which prevented the City from allocating all of the Hennepin County funds prior to the December 31, 2016 termination date.
- The cost estimate to complete the 77th Street Underpass, including design, right-of-way, and construction is $25.5 million.
- The 77th Street Underpass has received $2.5 million for full design through the MnDOT Local Road Improvement Program.
- The 77th Street Underpass has also received $10 million in State funds for "right-of-way acquisition and construction" which has yet to be released for use.
- The 77th Street Underpass Project was selected for Regional Solicitation Funding (Federal Funding) in the amount of $7 million for construction year 2020.
- The remaining funding gap on the project is approximately $4.5 million.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
• Increasing capacity of the I-494 corridor and the 77th Street crossing of TH 77 are identified in the City’s Comprehensive Plan (Chapter 6 - Transportation).

C. **CRITICAL TIMING ISSUES:**
   • Design and right-of-way acquisition are fully funded and both elements are in progress.

D. **FINANCIAL IMPACT:**
   • The Hennepin County funds will be used towards right-of-way acquisition costs.

E. **LEGAL CONSIDERATION:**
   • The City Attorney has reviewed the Amendment and will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**
   • The Council may choose to reject the Amendment to the Cost Participation Agreement and direct staff on how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hennepin County Agreement Amendment</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
FIRST AMENDMENT TO
COST PARTICIPATION AGREEMENT
FOR THE CONSTRUCTION OF THE 77TH STREET UNDERPASS OF TRUNK
HIGHWAY 77 (CEDAR AVENUE)

This Agreement made and entered into by and between the County of Hennepin, State of Minnesota, hereinafter referred to as the “COUNTY”, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Community Works, 701 Fourth Avenue South, Suite 400, Minneapolis, Minnesota 55415-1843, and the City of Richfield, a Minnesota municipal corporation, hereinafter referred to as the “CITY”, 6700 Portland Avenue, Richfield, Minnesota 55423, on behalf of the Richfield Community Development Department.

WHEREAS, by Resolution No. 10847 and Ordinance No. 2013-24, the CITY approved the construction of a roadway underpass to allow 77th Street to travel under Cedar Avenue (the “Project”); and

WHEREAS, the parties entered into Contract No. A165300 (the “Agreement”) as authorized by Hennepin County Board Resolution 15-0336R2; and

WHEREAS, the Agreement between the parties provides for the COUNTY to contribute to the Project for right-of-way acquisition; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Hennepin County Board Resolution 16-0338R1 authorizes extending the term of the Agreement.

NOW, THEREFORE, the parties agree to amend Section 1 of the Agreement to read as follows:

1. **Term and Cost of the Agreement.** The CITY agrees to furnish services described in Section 2 during the period commencing June 1, 2016 and terminating December 31, 2017, for an amount not to exceed $1,500,000.00.

   This Amendment shall be effective as of December 13, 2016.

   Except as herein amended, the terms, conditions and provisions of the original Agreement shall remain in full force and effect.
COUNTY BOARD APPROVAL

CITY, having signed this Amendment, and the Hennepin County Board of Commissioners having duly approved this Amendment on the ___ day of __________, 2017 and pursuant to such approval, the proper County officials having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

ATTEST:

By: ________________________________
   Deputy/Clerk of the County Board
   Date: ____________________________

COUNTY OF HENNEPIN

By: ________________________________
   Chair of Its County Board
   Date: ____________________________

Reviewed by County Attorney’s Office:

By: ________________________________
   Assistant County Attorney
   Date: ____________________________

And: ________________________________
   County Administrator
   Date: ____________________________

And: ________________________________
   Assistant County Administrator, Public Works
   Date: ____________________________

RECOMMENDED FOR APPROVAL

By: ________________________________
   Director, Department of Community Works
   Date: ____________________________

CITY OF RICHFIELD

By: ________________________________
   Its: Mayor
   Date: ____________________________

And: ________________________________
   Its: City Manager
ITEM FOR COUNCIL CONSIDERATION:
Public hearing and consideration of the approval of a noise ordinance variance to allow operation of temporary conveyance systems and equipment during overnight hours related to the Metropolitan Council's Richfield/Airport Sewer Repair project.

EXECUTIVE SUMMARY:
Metropolitan Council Environmental Services (MCES) is making improvements to their regional sanitary sewer facilities that serve homes and businesses near MSP International Airport. In order to complete the work and maintain sanitary sewer service the MCES is requesting an overnight noise variance for the use of generators. The noise variance request is 8:00 p.m. to 8:00 a.m. Monday through Saturday and all day Sunday from:
- Phase 1: March 20 to March 31
- Phase 2: May 29 to July 25

MCES will use baffles and sound enclosures to minimize the noise around the generators and the maximum volume is expected to be approximately 85 decibels at the property lines, which according to decibel tables is equivalent to "city traffic inside of a car". The contractor will notify residents and businesses within 500 feet of the noise prior to any overnight work.

MCES staff presented information about the project and the noise variance request at the February 14, 2017, City Council Meeting. Impacted residents were invited to attend an open house on February 16, 2017, and were notified of this public hearing.

RECOMMENDED ACTION:
Conduct and close the public hearing and by motion: Approve a noise ordinance variance to allow operation of temporary conveyance systems and equipment during overnight hours related to the Metropolitan Council's Richfield/Airport Sewer Repair project.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
- Most of the work required includes rehabilitating maintenance holes and inserting a liner into an
existing sanitary sewer pipe to form a new pipe. This process is called Cured-in-Place Pipe (CIPP).

- In order to complete the work while maintaining sanitary sewer service for the area 24-hour bypass pumping is required with the use generators.

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

- In order to grant a noise ordinance variance lasting longer than 15 days, the following must occur:
  - Public hearing regarding application for a noise ordinance variance.
  - Approval of the noise ordinance variance application by City Council and signed by City staff.
  - MCES notified properties within 500 feet of the project about the project, the noise variance request, project open house, and public hearing information.

C. **CRITICAL TIMING ISSUES:**

- The public hearing and approval of the variance application must be granted in order for the CIPP lining project to occur.

D. **FINANCIAL IMPACT:**

- There is no financial impact to the City.

E. **LEGAL CONSIDERATION:**

- Richfield City Code requires the Council to hold a public hearing before granting a noise ordinance variance for more than 15 days.

**ALTERNATIVE RECOMMENDATION(S):**

- The City Council may choose not to grant the noise exemption variance.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Area Residents

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notification to the Public</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Noise Variance Application</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Stage 1 Pump Location</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Stage 2 Pump Location-63rd Street</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Stage 2 Pump Location-Cedar Avenue</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
Attend a **public open house** to learn about upcoming construction projects in your neighborhood

**Open House Details**

**When?**
Thursday, February 16
5:00-6:30 p.m.
Presentation at 5:30 p.m.

**Where?**
Richfield Public Works Building
1901 East 66th Street
Richfield, MN

Metropolitan Council Environmental Services (MCES) is making improvements to aging regional sanitary sewer and meter facilities that serve homes and businesses near the airport.

*Our goal is to coordinate projects to minimize impacts to residents and businesses.*

Notice of construction projects and public open house in your area

Find additional information about the project online at:

www.metrocouncil.org/sewerconstruction/RichfieldAirport
About the project

Metropolitan Council Environmental Services (MCES), operator of the metro-area wastewater collection and treatment system, is making improvements to the sanitary sewer and meter facilities near the airport in the cities of Richfield and Minneapolis.

This work will be completed in three stages between March and December 2017 (see map below). Restoration work will continue through summer 2018.

The improvements include:

- **Meter station reconstruction.** We will reconstruct a new meter station near the southeast side of Mother Lake.
- **Sewer pipe lining.** We will install a liner to create a new sewer pipe inside the existing pipe along the majority of the project area.
- **Sewer pipe and maintenance hole rehabilitation.** We will reconstruct a portion of sanitary sewer pipe along Diagonal Blvd. near the intersection of Cedar Ave. S. (closures of the Diagonal Blvd. ramps to and from southbound Hwy. 77 will occur). We will be repairing maintenance holes throughout the project area as needed.

How will the project impact me?

While we do our best to minimize impacts during construction, some temporary inconveniences may occur as the work takes place, including:

- Temporary road closures, traffic detours, and parking restrictions
- Temporary driveway closures
- Contractor equipment locations
- 24-hour pumps
- Periodic overnight work for road closures/sewer lining
- Lights
- General noise and vibration
- Odors

Richfield City Council will conduct a public hearing to approve a noise ordinance variance

**Council meeting starts at 7pm on Feb. 28, 2017**

Minneapolis Open House:
Summer 2017

A second public meeting will be held in the summer before construction occurs in Minneapolis. An invitation will be posted on the project website and sent to the nearby residents closer to the start of this work.

MCES Project Contact

Please contact us with any questions or concerns at any time during the project.

**Email:** info@richfieldairportsewerproject.com

**Hotline:** 612-444-3376

Reasonable accommodations to persons with disabilities provided upon request. Submit requests by **February 10** to Tim O’Donnell at tim.odonnell@metc.state.mn.us; phone 651-602-1269; TTY 651-291-0904.
CITY OF RICHLFIELD
Application for Noise Ordinance Exemption

Party applying for an exemption to Richfield’s Noise Ordinance

Name: Minger Construction Co, Inc. (Ryan Boogren)

Street Address: 620 Corporate Drive

City, State and ZIP Jordan, MN 55352

Telephone No. 952-368-9200 (Ryan 612-919-2736) FAX No. 952-368-9311

E-mail Address ryanb@mingerconst.com

Noise emanating from the project may exceed limits only with a valid permit.
Construction Noise is limited to the hours of 7:00 AM to 10:00 PM Monday through
Friday and 8:00 AM to 10:00 PM Saturdays.

Location for which exemption is applied: See attached map

__________________________________________________________________________

Hours for which exemption is requested: We will need to run the pumps 24 hours a day

Date(s) for which exemptions are requested: Phase 1: 3/20-3/31 Phase 2: 5/29-7/25

Purpose of Exemption: We will be bypass pumping Met Council’s sanitary sewer as we clean, CIPP
and rehab manholes. We need the existing sanitary sewer and manholes dry to complete the work.

Nature of the noise source: Pumps

Steps taken to minimize noise level: We will use pumps that will have noise reducing enclosures.

__________________________________________________________________________

Fee $_________ = $25.00 per exemption. Date: 2/15/17

Applicant’s Name Ryan Boogren Applicants Signature

Approved ____________________________ Date:
Public Works Director

Approved ____________________________ Date:
City Manager

*Contractor must notify residents/business’s within 500 feet of the construction work zone.*
CONSTRUCTION LIMITS

FOT

TUG

STATE HWY 77 / CEDAR AVE (SOUTHBOUND)
OFF RAMP
ON RAMP
CEDAR AVE S
10" PVC SAN
18" RCP STM
4" ST CL-2 GAS
8" ST CL-2 GAS
20" ST CL-C GAS
27" RCP SAN

KEYNOTES:
1. TEMPORARY CONVEYANCE PIPE TO BE LAID ON SURFACE WHEN NOT BURIED.
2. PROVIDE ENCASED TRENCHLESS METHOD TEMPORARY CONVEYANCE UNDER RAMP, MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.
3. PROVIDE TEMPORARY PLUMBING FROM NEW MH 177. FLUSH NORTH-EAST PIPE, FLUSH TO BE LOCATED SOUTH OF MH OFF ROADWAY.
4. PROVIDE TEMPORARY PLUMBING FROM MH 177. FLUSH INCOMING PIPE, FLUSH TO BE LOCATED SOUTH OF MH OFF ROADWAY.
5. TEMPORARY CONVEYANCE DISCHARGE LOCATION. REMOVE COVER AND TOP SECTION OF MH TO ALLOW PIPES TO ENTER. PROVIDE ODOR CONTROL.
6. PROTECT EX UNDERGROUND FIBER OPTIC TELEPHONE/COMMUNICATION.
7. PROTECT EX COMMUNICATION HANDHOLE.
8. PROTECT EX UNDERGROUND ELECTRIC.
9. PROTECT EX STORM FES.
10. PROTECT EX STORM.
11. PROTECT EX FIBER OPTIC SIGN.
12. PROTECT EX SAN.

GENERAL NOTES:
1. CONSTRUCTION LIMITS FOR TEMPORARY CONVEYANCE INCLUDE 8' WORK LIMITS AND 12' ACCESS AREA.
2. MAINTAIN ALL NECESSARY MATERIALS ON-SITE TO MAKE ANY EMERGENCY REPAIRS TO TEMPORARY CONVEYANCE AS IDENTIFIED IN SECTION 01569 OF THE SPECIFICATIONS.
3. PROVIDE 24-HOUR SECURITY AND MONITORING WHILE TEMPORARY CONVEYANCE SYSTEM IS IN OPERATION.
4. PROTECT TREES DURING TEMPORARY CONVEYANCE INSTALLATION UND.
5. FUTURE RELEASE SCHEDULE TO BE DETERMINED.
6. CONTRACTOR SHALL ENSURE TEMPORARY CONVEYANCE DOES NOT SUBDUPE SIGHT DISTANCE ON ROADWAY AND DRIVEWAY CROSSINGS. PIPE SHALL BE BURIED, WHEN NOT IN PAVED AREA, TO ALLOW FOR SIGHT DISTANCE.
7. RESTORE ROADWAYS, DRIVEWAYS, SIDEWALKS AND TRAILS SAME DAY.
8. RESTRAINED MJ FITTINGS SHALL BE INSTALLED FOR DIP.
9. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.
10. CONTRACTOR SHALL ENSURE TEMPORARY CONVEYANCE DOES NOT SUBDUPE SIGHT DISTANCE ON ROADWAY AND DRIVEWAY CROSSINGS. PIPE SHALL BE BURIED, WHEN NOT IN PAVED AREA, TO ALLOW FOR SIGHT DISTANCE.
11. RESTORE ROADWAYS, DRIVEWAYS, SIDEWALKS AND TRAILS SAME DAY.
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13. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.

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1. TEMPORARY CONVEYANCE PIPE TO BE LAID ON SURFACE WHEN NOT BURIED.
2. PROVIDE ENCASED TRENCHLESS METHOD TEMPORARY CONVEYANCE UNDER RAMP. MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.
3. PROTECT EX COMMUNICATION VALVE.
4. PROVIDE DRAIN PUMP TO COMBINE FLOW FROM NORTH AND SOUTH.
5. PROVIDE ENCASED TEMPORARY CONVEYANCE ALONG SIDEWALK ON BRIDGE.
6. PROVIDE TRENCHLESS METHOD TEMPORARY CONVEYANCE UNDER ROAD. MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.
8. PROVIDE TEMPORARY PUMPING FROM MH 12. PUMPS TO BE LOADED OFF ROADWAY.
9. PROTECT EX UNDERGROUND GAS.
10. PROVIDE HDPE HEADER TO COMBINE FLOW FROM NORTH AND SOUTH.
11. PROVIDE ENCASED TEMPORARY CONVEYANCE ALONG SIDEWALK ON BRIDGE.
12. PROVIDE TEMPORARY CONVEYANCE ALONG BOTTOM OF CONCRETE SLOPE UNDER BRIDGE.
13. PROVIDE BURIED TEMPORARY CONVEYANCE UNDER ROAD. MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.
19. INSTALL TEMPORARY CONVEYANCE AT APPROX INV EL 837.6 @ 0.00%. INSTALL BELOW 18" RCP STM INV EL 841.8± AND ABOVE 30" RCP STM CROWN EL 836.1±.
20. INSTALL TEMPORARY CONVEYANCE AT APPROX INV EL 822.5. INSTALL ABOVE 21" RCP STM INV EL 822.0±.
21. PROTECT EX STORM CB.

GENERAL NOTES:
1. CONSTRUCTION LIMITS FOR TEMPORARY CONVEYANCE INCLUDE 8' WORK LIMITS AND 12' ACCESS AREA.
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3. PROVIDE 24-HOUR SECURITY AND MONITORING WHILE TEMPORARY CONVEYANCE SYSTEM IS IN OPERATION.
4. PROTECT TREES DURING TEMPORARY CONVEYANCE PIPING INSTALLATION UNO.
5. PROTECT ALL EXPOSED UTILITIES UNO. SEE SECTION 01310 FOR UTILITY COMPANY CONTACT INFORMATION AND COORDINATION REQUIREMENTS.
6. CONTRACTOR SHALL ENSURE TEMPORARY CONVEYANCE DOES NOT SUBDUPE SIGHT DISTANCE AT ROADWAY AND DRIVEWAY CROSSINGS. HOPE PIPE SHALL BE BURIED WHEN NOT IN PAVED AREA, TO ALLOW FOR SIGHT DISTANCE.
7. RESTORE ROADWAYS, DRIVEWAYS, SIDEWALKS AND TRAILS SAME DAY.
8. RESTRAINED MJ FITTINGS SHALL BE INSTALLED FOR DIP.
9. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.
CONSTRUCTION LIMITS

STATE HWY 77 / CEDAR AVE (SOUTHBOUND)

LEGEND

NEW MH TO BE USED FOR TEMPORARY PUMPING.
TEMPORARY CONVEYANCE PIPING
SALVAGE SIGN
(SEE SHEET CT1 FOR SIGN DESCRIPTION AND LOCATION)

KEYNOTES

1. TEMPORARY CONVEYANCE PIPE TO BE LAID ON SURFACE WHEN NOT BURIED.

2. PROVIDE ENCASED TRENCHLESS METHOD TEMPORARY CONVEYANCE UNDER RAMP. MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.

3. PROVIDE TEMPORARY PUMPING FROM MH 170. PLUG NORTH-EAST PIPE. PUMPS TO BE LOCATED SOUTH OF MH OFF ROADWAY.

4. PROVIDE TEMPORARY PUMPING FROM MH 167. PLUG INCOMING PIPES. PUMPS TO BE LOCATED SOUTH OF MH OFF ROADWAY.

5. TEMPORARY CONVEYANCE DISCHARGE LOCATION. REMOVE COVER AND TOP SECTION OF MH TO ALLOW PIPES TO ENTER. PROVIDE ODOR CONTROL.

6. PROTECT EX UNDERGROUND FIBER OPTIC TELEPHONE/COMMUNICATION.

7. PROTECT EX COMMUNICATION HANDHOLE.

8. PROTECT EX UNDERGROUND ELECTRIC.

9. PROTECT EX STORM.

10. RESTORE ROADWAYS, DRIVEWAYS, SIDEWALKS AND TRAILS SAME DAY.

11. RESTRAINED MJ FITTINGS SHALL BE INSTALLED FOR DIP.

12. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.

GENERAL NOTES

1. CONSTRUCTION LIMITS FOR TEMPORARY CONVEYANCE INCLUDE 9' WORK LIMITS AND 1.5' ACCESS AREA.

2. MAINTAIN ALL NECESSARY MATERIALS ON-SITE TO MAKE ANY EMERGENCY REPAIRS TO TEMPORARY CONVEYANCE AS IDENTIFIED IN SECTION 01569 OF THE SPECIFICATIONS.

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8. RESTRAINED MJ FITTINGS SHALL BE INSTALLED FOR DIP.

9. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.

SHORT TERM TEMPORARY CONVEYANCE PLAN

GENERAL NOTES:

1. CONSTRUCTION LIMITS FOR TEMPORARY CONVEYANCE INCLUDE 9' WORK LIMITS AND 1.5' ACCESS AREA.

2. MAINTAIN ALL NECESSARY MATERIALS ON-SITE TO MAKE ANY EMERGENCY REPAIRS TO TEMPORARY CONVEYANCE AS IDENTIFIED IN SECTION 01569 OF THE SPECIFICATIONS.

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4. PROTECT TREES DURING TEMPORARY CONVEYANCE PIPING INSTALLATION UND.

5. PROTECT ALL EXPOSED UTILITIES UNO. SEE SECTION 01310 FOR UTILITY COMPANY CONTACT INFORMATION AND COORDINATION REQUIREMENTS.

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8. RESTRAINED MJ FITTINGS SHALL BE INSTALLED FOR DIP.

9. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.

TEMPORARY CONVEYANCE PLAN

GENERAL NOTES:

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9. CONTRACTOR TO PROVIDE AIR RELEASE AT HIGH POINTS OF TEMPORARY CONVEYANCE SYSTEM.

TEMPORARY CONVEYANCE DETAILS 1

KEYNOTES:

1. TEMPORARY CONVEYANCE PIPE TO BE LAID ON SURFACE WHEN NOT BURIED.

2. PROVIDE ENCASED TRENCHLESS METHOD TEMPORARY CONVEYANCE UNDER RAMP. MAINTAIN TRAFFIC FLOW DURING CONSTRUCTION.

3. PROVIDE TEMPORARY PUMPING FROM MH 170. PLUG NORTH-EAST PIPE. PUMPS TO BE LOCATED SOUTH OF MH OFF ROADWAY.

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5. TEMPORARY CONVEYANCE DISCHARGE LOCATION. REMOVE COVER AND TOP SECTION OF MH TO ALLOW PIPES TO ENTER. PROVIDE ODOR CONTROL.

6. PROTECT EX UNDERGROUND FIBER OPTIC TELEPHONE/COMMUNICATION.

7. PROTECT EX COMMUNICATION HANDHOLE.

8. PROTECT EX UNDERGROUND ELECTRIC.

9. PROTECT EX STORM.

10. TEMPORARY CONVEYANCE DISCHARGE LOCATION. REMOVE COVER AND TOP SECTION OF MH TO ALLOW PIPES TO ENTER. PROVIDE ODOR CONTROL.

11. PROTECT EX FIBER OPTIC SIGN.

12. PROTECT EX SAN.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution providing for the sale of $9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A.

EXECUTIVE SUMMARY:
At the April 12, 2016, City Council meeting the Council adopted the 5-Year Street Reconstruction Plan and authorized the issuance of street reconstruction bonds to finance the 2017-2021 reconstruction projects.

The 66th Street Reconstruction project (from Xerxes Avenue to 16th Avenue) is included in the Plan. The estimated cost of this project is $57,846,000 and includes reconstruction of failing pavement, the replacement of City utilities, undergrounding of parallel overhead utility lines, and improved bicycle and pedestrian accommodations. The project also addresses safety and traffic flow concerns through the use of additional medians and roundabouts.

Funding for the project is to be provided by the combination of the issuance of street reconstruction bonds, Municipal State Aid, Federal grants, County and local funding, and utility rate payers. The bonds will be issued by the City and would be serviced by a debt service tax levy.

The City cost share includes 10% of road construction, 50% of storm sewer replacement, 100% of water/sewer utility replacement, and any additional streetscape elements not cost-shared by Hennepin County.

RECOMMENDED ACTION:
By Motion: Approve a resolution providing for the sale of $9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Design for the project was approved by the City Council in 2015 following a public input process.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - The 66th Street Reconstruction project is part of the 5-Year Street Reconstruction Plan approved
C. **CRITICAL TIMING ISSUES:**
   - The City has agreed to pay Hennepin County $7,200,000 by May 1, 2017. Therefore, it is important to have the necessary funding in place.

D. **FINANCIAL IMPACT:**
   - The estimated total cost of the 66th Street Reconstruction Project is $57,846,000.
   - Funding for the project will be provided as follows:
     - Street Reconstruction Bonds (Net of Par) $15,200,000
     - Municipal State Aid 5,850,000
     - Federal 9,632,000
     - Hennepin County 25,900,000
     - Overhead Utility Rate Payers 750,000
     - City of Bloomington 274,000
     - City of Richfield 240,000
     - Total Funding $57,846,000
   - The par amount of the bonds to be issued is $9,335,000.
   - The debt service on the bonds will be paid from an annual debt service tax levy over the life of the bonds. The average annual estimated tax levy will be $650,557.
   - The estimated annual increase in taxes due to the issuance of these bonds for a residential property valued at $200,000 will be approximately $42.16.
   - Additional bonding for the project will occur in 2018 and 2019.

E. **LEGAL CONSIDERATION:**
   - Legal counsel has reviewed the Pre-Sale report and the attached resolution.

**ALTERNATIVE RECOMMENDATION(S):**
- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Rebecca Kurtz, Ehlers & Associates, Inc.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Providing for the Sale Series 2017A Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>2017A Presale Report</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
Resolution No. ______

Resolution Providing for the Sale of
$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A

WHEREAS, the City Council of the City of Richfield, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's $9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A (the "Bonds"), to finance the 66th Street Reconstruction project in the City; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. **Authorization; Findings.** The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.

2. **Meeting; Proposal Opening.** The City Council shall meet at 7:00 pm on March 28, 2017, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.

3. **Official Statement.** In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

_____________________
Michael Howard, Mayor Pro Tempore

ATTEST:

_____________________
Elizabeth VanHoose, City Clerk
February 28, 2017

Pre-Sale Report for

City of Richfield, Minnesota

$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A

Prepared by:

Rebecca Kurtz, CIPMA
Senior Municipal Advisor

And

Brian Reilly, CIPMA
Senior Municipal Advisor
# Executive Summary of Proposed Debt

<table>
<thead>
<tr>
<th>Proposed Issue:</th>
<th>$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purposes:</td>
<td>The proposed General Obligation Street Reconstruction Bonds, Series 2017A are being issued to finance the 66th Street Reconstruction Project in the City. Debt service will be paid from ad valorem property taxes. The City held a public hearing and adopted the 5-Year Street Reconstruction Plan for 2017-2021 on April 12, 2016.</td>
</tr>
<tr>
<td>Authority:</td>
<td>The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and 475.58. The Bonds count against the City’s General Obligation Debt Capacity Limit of 3% of market value. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</td>
</tr>
<tr>
<td>Term/Call Feature:</td>
<td>The Bonds are being issued for a 21-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2038. Interest is payable every six months beginning February 1, 2018. The Bonds maturing on and after February 1, 2027 will be subject to prepayment at the discretion of the City on February 1, 2026 or any date thereafter.</td>
</tr>
<tr>
<td>Bank Qualification:</td>
<td>Because the City is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</td>
</tr>
<tr>
<td>Rating:</td>
<td>The City’s most recent bond issues were rated “AA+” by Standard &amp; Poor’s. The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</td>
</tr>
<tr>
<td>Basis for Recommendation:</td>
<td>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of tax exempt General Obligation Street Reconstruction Bonds as a suitable financing option. This option is in keeping with the City policy and past practices to finance these types of projects with this type of debt issue, and there are limited other options available to finance these types of projects. In addition, the issuance of general</td>
</tr>
</tbody>
</table>
obligation bonds provides the most overall cost effective option that still maintains future flexibility for the repayment of the debt.

| Method of Sale/Placement: | In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks. We have included an allowance for discount bidding equal to 0.80000% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount. **Premium Bids:** Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000. For this issue of Bonds we have been directed to use the premium to reduce the size of the issue/increase the net proceeds for the project. The adjustments may slightly change the true interest cost of the original bid, either up or down. You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties. |
| Review of Existing Debt: | We have reviewed all outstanding indebtedness for the City and have identified a potential refunding opportunity for the 2009A Bonds. The Bonds are callable in February 2019, so this issue would be an advance refunding. After reviewing options with the staff, the City has chosen to not refund the issue at this time and wait until it can refunded as bank qualified debt or until the call date is closer. We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities. |
| **Continuing Disclosure:** | Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports. |
| **Arbitrage Monitoring:** | Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. |
| **Other Service Providers:** | This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.  
  
  **Bond Attorney:** Kennedy & Graven, Chartered  
  **Paying Agent:** Bond Trust Services Corporation  
  **Rating Agency:** Standard & Poor's Global Ratings (S&P) |

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Pre-Sale Review by City Council:</td>
<td>February 28, 2017</td>
</tr>
<tr>
<td>Distribute Official Statement:</td>
<td>Week of March 13, 2017</td>
</tr>
<tr>
<td>Conference with Rating Agency:</td>
<td>Week of March 13, 2017</td>
</tr>
<tr>
<td>City Council Meeting to Award Sale of the Bonds:</td>
<td>March 28, 2017</td>
</tr>
<tr>
<td>Estimated Closing Date:</td>
<td>April 20, 2017</td>
</tr>
</tbody>
</table>

### Attachments
- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Resolution Authorizing Ehlers to Proceed with Bond Sale

### Ehlers Contacts

- **Municipal Advisors:** Rebecca Kurtz (651) 697-8516
  - Brian Reilly (651) 697-8541
- **Disclosure Coordinator:** Jen Chapman (651) 697-8566
- **Financial Analyst:** Alicia Gage (651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.
## City of Richfield, Minnesota

$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A
Assumes Current Market BQ AA+ Rates plus 25bps

### Sources & Uses

**Dated 04/20/2017 | Delivered 04/20/2017**

#### Sources Of Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Par Amount of Bonds</td>
<td>$9,335,000.00</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$9,335,000.00</strong></td>
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#### Uses Of Funds

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Total Underwriter's Discount (0.800%)</td>
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<tr>
<td>Costs of Issuance</td>
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<tr>
<td>Deposit to Capitalized Interest (CIF) Fund</td>
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<tr>
<td>Deposit to Project Construction Fund</td>
<td>9,000,000.00</td>
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<tr>
<td>Rounding Amount</td>
<td>3,058.69</td>
</tr>
<tr>
<td><strong>Total Uses</strong></td>
<td><strong>$9,335,000.00</strong></td>
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</tbody>
</table>
## Debt Service Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Total P+I</th>
<th>Fiscal Total</th>
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<tr>
<td>04/20/2017</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>02/01/2018</td>
<td>-</td>
<td>-</td>
<td>189,261.31</td>
<td>189,261.31</td>
<td>189,261.31</td>
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<tr>
<td>08/01/2019</td>
<td>375,000.00</td>
<td>1.350%</td>
<td>121,255.00</td>
<td>496,235.00</td>
<td>617,470.00</td>
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<tr>
<td>02/01/2020</td>
<td>380,000.00</td>
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<td>498,703.75</td>
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<td>115,758.75</td>
<td>-</td>
<td>-</td>
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<td>02/01/2021</td>
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<td>502,443.75</td>
<td>617,887.50</td>
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<tr>
<td>08/01/2021</td>
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<td>106,491.25</td>
<td>-</td>
<td>-</td>
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<td>529,591.25</td>
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<tr>
<td>08/01/2023</td>
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<td>102,381.25</td>
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<td>-</td>
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<td>530,183.75</td>
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<td>97,983.75</td>
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<td>02/01/2025</td>
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<td>515,458.75</td>
<td>622,917.50</td>
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<td>93,258.75</td>
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<td>02/01/2026</td>
<td>430,000.00</td>
<td>2.300%</td>
<td>90,513.75</td>
<td>520,513.75</td>
<td>623,027.50</td>
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<td>88,213.75</td>
<td>-</td>
<td>-</td>
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<td>02/01/2027</td>
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<td>527,013.75</td>
<td>623,027.50</td>
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<td>2.500%</td>
<td>85,233.75</td>
<td>535,233.75</td>
<td>620,467.50</td>
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<td>82,933.75</td>
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<td>02/01/2029</td>
<td>460,000.00</td>
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<td>85,513.75</td>
<td>545,513.75</td>
<td>619,027.50</td>
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<td>08/01/2029</td>
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<td>83,213.75</td>
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<td>02/01/2030</td>
<td>470,000.00</td>
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<td>89,458.75</td>
<td>559,458.75</td>
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<td>87,158.75</td>
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<td>02/01/2031</td>
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<td>580,233.75</td>
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<td>92,933.75</td>
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<td>02/01/2032</td>
<td>500,000.00</td>
<td>2.900%</td>
<td>100,183.75</td>
<td>600,183.75</td>
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<td>-</td>
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<tr>
<td>02/01/2033</td>
<td>515,000.00</td>
<td>3.000%</td>
<td>104,591.25</td>
<td>619,591.25</td>
<td>623,027.50</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>02/01/2034</td>
<td>530,000.00</td>
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<td>642,443.75</td>
<td>625,567.50</td>
</tr>
<tr>
<td>08/01/2034</td>
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<td>109,243.75</td>
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<td>-</td>
</tr>
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<tr>
<td>08/01/2035</td>
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</tr>
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<td>3.250%</td>
<td>121,255.00</td>
<td>681,255.00</td>
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<td>701,255.00</td>
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<td>117,055.00</td>
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<td>721,255.00</td>
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<td>08/01/2038</td>
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<td>117,055.00</td>
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</table>

**Total** $9,335,000.00 | - | $3,245,831.31 | $12,580,831.31 | -

## Yield Statistics

<table>
<thead>
<tr>
<th>Bond Year Dollars</th>
<th>$113,046.49</th>
<th>Average Life</th>
<th>12.110 Years</th>
<th>Average Coupon</th>
<th>2.8712359%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Interest Cost (NIC)</td>
<td>2.9372972%</td>
<td>True Interest Cost (TIC)</td>
<td>2.9222532%</td>
<td>Bond Yield for Arbitrage Purposes</td>
<td>2.8414006%</td>
</tr>
<tr>
<td>All Inclusive Cost (AIC)</td>
<td>2.9966639%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IRS Form 8038**

| Net Interest Cost | 2.8712359% |
| Weighted Average Maturity | 12.110 Years |

City of Richfield, Minnesota
$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A
Assumes Current Market BQ AA+ Rates plus 25bps

EHLERS LEADERS IN PUBLIC FINANCE
City of Richfield, Minnesota
$9,335,000 General Obligation Street Reconstruction Bonds, Series 2017A
Assumes Current Market BQ AA+ Rates plus 25bps

Debt Service Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Total P+I</th>
<th>CIF</th>
<th>Net New D/S</th>
<th>105% of Total</th>
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<tbody>
<tr>
<td>02/01/2018</td>
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<td>-</td>
<td>189,261.31</td>
<td>189,261.31</td>
<td>(189,261.31)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>02/01/2019</td>
<td>375,000.00</td>
<td>1.350%</td>
<td>242,470.00</td>
<td>617,470.00</td>
<td>-</td>
<td>617,470.00</td>
<td>648,343.50</td>
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<td>617,407.50</td>
<td>-</td>
<td>617,407.50</td>
<td>652,733.33</td>
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<td>619,887.50</td>
<td>-</td>
<td>619,887.50</td>
<td>650,881.88</td>
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<td>620,917.50</td>
<td>652,078.88</td>
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<td>02/01/2024</td>
<td>410,000.00</td>
<td>2.150%</td>
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<td>621,182.50</td>
<td>-</td>
<td>621,182.50</td>
<td>652,141.63</td>
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<td>02/01/2025</td>
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<td>2.250%</td>
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<td>620,367.50</td>
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<td>620,367.50</td>
<td>651,385.88</td>
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<tr>
<td>02/01/2026</td>
<td>430,000.00</td>
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<td>621,917.50</td>
<td>651,963.38</td>
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<td>02/01/2027</td>
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<td>2.400%</td>
<td>181,027.50</td>
<td>621,027.50</td>
<td>-</td>
<td>621,027.50</td>
<td>652,078.88</td>
</tr>
<tr>
<td>02/01/2028</td>
<td>450,000.00</td>
<td>2.500%</td>
<td>170,467.50</td>
<td>620,467.50</td>
<td>-</td>
<td>620,467.50</td>
<td>651,490.88</td>
</tr>
<tr>
<td>02/01/2029</td>
<td>460,000.00</td>
<td>2.600%</td>
<td>159,217.50</td>
<td>619,217.50</td>
<td>-</td>
<td>619,217.50</td>
<td>650,178.38</td>
</tr>
<tr>
<td>02/01/2030</td>
<td>470,000.00</td>
<td>2.700%</td>
<td>147,257.50</td>
<td>617,257.50</td>
<td>-</td>
<td>617,257.50</td>
<td>648,120.38</td>
</tr>
<tr>
<td>02/01/2031</td>
<td>485,000.00</td>
<td>2.800%</td>
<td>134,567.50</td>
<td>619,567.50</td>
<td>-</td>
<td>619,567.50</td>
<td>650,548.88</td>
</tr>
<tr>
<td>02/01/2032</td>
<td>500,000.00</td>
<td>2.900%</td>
<td>120,987.50</td>
<td>620,987.50</td>
<td>-</td>
<td>620,987.50</td>
<td>652,036.88</td>
</tr>
<tr>
<td>02/01/2033</td>
<td>515,000.00</td>
<td>3.000%</td>
<td>106,487.50</td>
<td>621,487.50</td>
<td>-</td>
<td>621,487.50</td>
<td>652,561.88</td>
</tr>
<tr>
<td>02/01/2034</td>
<td>530,000.00</td>
<td>3.100%</td>
<td>91,037.50</td>
<td>621,037.50</td>
<td>-</td>
<td>621,037.50</td>
<td>652,089.38</td>
</tr>
<tr>
<td>02/01/2035</td>
<td>545,000.00</td>
<td>3.150%</td>
<td>74,607.50</td>
<td>619,607.50</td>
<td>-</td>
<td>619,607.50</td>
<td>650,587.88</td>
</tr>
<tr>
<td>02/01/2036</td>
<td>560,000.00</td>
<td>3.250%</td>
<td>57,440.00</td>
<td>617,440.00</td>
<td>-</td>
<td>617,440.00</td>
<td>648,312.00</td>
</tr>
<tr>
<td>02/01/2037</td>
<td>580,000.00</td>
<td>3.300%</td>
<td>39,240.00</td>
<td>619,240.00</td>
<td>-</td>
<td>619,240.00</td>
<td>650,202.00</td>
</tr>
<tr>
<td>02/01/2038</td>
<td>600,000.00</td>
<td>3.350%</td>
<td>20,100.00</td>
<td>620,100.00</td>
<td>-</td>
<td>620,100.00</td>
<td>651,105.00</td>
</tr>
<tr>
<td>Total</td>
<td>$9,335,000.00</td>
<td>-</td>
<td>$3,245,831.31</td>
<td>$12,580,831.31</td>
<td>(189,261.31)</td>
<td>$12,391,570.00</td>
<td>$13,011,148.50</td>
</tr>
</tbody>
</table>

Significant Dates

Dated: 4/20/2017
First Coupon Date: 2/01/2018

Yield Statistics

| Bond Year Dollars | $113,046.49 |
| Average Life     | 12.110 Years |
| Average Coupon   | 2.8712359% |
| Net Interest Cost (NIC) | 2.9372972% |
| True Interest Cost (TIC) | 2.9222532% |
| Bond Yield for Arbitrage Purposes | 2.8414006% |
| All Inclusive Cost (AIC) | 2.9966639% |
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a bid tabulation and award a contract to Bituminous Roadways Inc. for the 2017 Mill and Overlay project in the amount $2,054,194.40 and authorization of the City Manager to approve contract changes under $50,000 without further City Council consideration.

EXECUTIVE SUMMARY:
This is the third year of a six year Accelerated Mill and Overlay Program to overlay approximately 85 miles of residential roads that have not received any major resurfacing since they were originally constructed in the 1970s. To prepare for this year’s mill and overlay these roads received repairs to curbs, sidewalks, catch basins, and manholes in 2016. CenterPoint Energy will also complete installation of new gas lines and services prior to the mill and overlay project.

For roads that are adequate candidates, mill and overlay is a cost effective maintenance solution that provides most of the benefits of new construction at a fraction of the cost. The surface is milled to remove the top 2"-3" of deteriorated asphalt and a new asphalt top layer is applied to improve the surface integrity of the road and eliminate patching needs. The base layer of these roads has typically been found to be in good condition. In conjunction with regular sealcoating, the life of that roadway can be extended far beyond the original intended life of 20-30 years.

Bids for the mill and overlay project were opened on February 9, 2017. Bituminous Roadways Inc. was the lowest responsive and responsible bidder.

RECOMMENDED ACTION:
By Motion:
1. Approve the bid tabulation and award a contract to Bituminous Roadways Inc. in the amount of $2,054,194.40 for the 2017 Mill and Overlay project.
2. Authorize the City Manager to approve contract changes under $50,000 without further City Council authorization.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   ♦ The residential roads were originally constructed between 1972 and 1977. A pavement
management program began in 1980. That policy direction was set to protect the City’s capital investment and maintain an acceptable roadway system. The City’s ongoing preventive maintenance program is essential in delaying the costs associated with reconstruction.

- In September 2014, residential mill and overlay was approved in the Five-Year Reconstruction Plan for the purpose of utilizing Street Reconstruction Bonds to finance the work in place of special assessments. The bonds are paid down by an increase in the Franchise Fee, effective April 2014.

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

- The City has adopted a pavement management program to maintain the quality of the road and prolong the life of the capital investment (Comprehensive Plan – Road Pavement Conditions).
- In 2013, the City approved an Accelerated Mill and Overlay Program complete the remaining 85 miles of roads that have not received any major resurfacing since they were constructed. This program also includes the repair of storm and sanitary manholes and catch basins.
- An increase in electric and gas franchise fees was approved in 2013, and enacted in April 2014, to fund the Accelerated Mill and Overlay Program.

C. CRITICAL TIMING ISSUES:

- The mill and overlay work is scheduled to begin May 1, 2017 and be completed by June 30, 2017.
- Regular preventive maintenance techniques are effective in delaying costly street reconstruct projects.

D. FINANCIAL IMPACT:

- Ten (10) bids were received for the 2017 Mill and Overlay project.
- The lowest responsive and responsible bid was $2,054,194.40 submitted by Bituminous Roadways, Inc.
- This work is funded by franchise fees.
- A recent history of bid prices for mill and overlay is:

<table>
<thead>
<tr>
<th>Year</th>
<th>Bid Price Asphalt (ton)</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>$40.00</td>
<td>Harddrives</td>
</tr>
<tr>
<td>2010</td>
<td>$47.00</td>
<td>Valley Paving</td>
</tr>
<tr>
<td>2015</td>
<td>$52.00</td>
<td>Harddrives</td>
</tr>
<tr>
<td>2016</td>
<td>$40.80</td>
<td>Park Construction</td>
</tr>
<tr>
<td>2017</td>
<td>$37.00</td>
<td>Bituminous Roadways</td>
</tr>
</tbody>
</table>

- Additional work may be added or subtracted from the mill and overlay contract depending on actual cost of construction.

E. LEGAL CONSIDERATION:

- When the amount of purchase is estimated to exceed $100,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
- The advertisement for bid for the project was published in the Richfield Sun-Current on January 26, 2017 and on the Questcdn.com website on January 26, 2017.
- Bid opening was held on February 9, 2017. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S):

- Council may chose to reject all bids and direct staff to obtain new bids; however, staff believes the bid prices received are competitive.
- Council may chose not to continue with the Accelerated Mill and Overlay Program as planned; however, the program is essential to maintaining and extending the usable life of the city streets.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Tab</td>
<td>Exhibit</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Mill &amp; Overlay Map</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
2017 Mill & Overlay
Bid No. 17-01

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive, open and read aloud bids for 2017 Mill & Overlay, as advertised in the official newspaper on January 26, 2017.

Present:  Elizabeth VanHoose, City Clerk
          Liz Finnegan, Civil Engineer
          Michael Petersen, Utilities Engineer
          Chris Link, Operations Superintendent
          Jared Voto, City Manager Representative

The following bids were submitted and read aloud:

<table>
<thead>
<tr>
<th>Bidder's Name</th>
<th>Bond</th>
<th>Non-Collusion</th>
<th>Intent To Comply</th>
<th>Responsible Contractor Certificate</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Asphalt, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,285,913.76</td>
</tr>
<tr>
<td>Bituminous Roadways, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,054,194.40</td>
</tr>
<tr>
<td>C.S. McCrossan Construction, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,441,148.00</td>
</tr>
<tr>
<td>Astech Corp.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,054,348.00</td>
</tr>
<tr>
<td>Park Construction Company</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,143,612.0</td>
</tr>
<tr>
<td>McNamara Contracting, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,444,776.00</td>
</tr>
<tr>
<td>Hardrives, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,286,688.00</td>
</tr>
<tr>
<td>Northvalley Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,223,303.12</td>
</tr>
<tr>
<td>Valley Paving, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,181,299.28</td>
</tr>
<tr>
<td>GMH Asphalt Corp.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$2,228,724.00</td>
</tr>
</tbody>
</table>

The City Clerk announced that the bids would be tabulated and considered at the February 28, 2017 City Council Meeting.

________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a bid tabulation and award a contract to Ti-Zack Concrete, Inc. for the 2017 Concrete Sidewalk, Curb, and Gutter Repair project in the amount of $959,150.00 and authorization of the City Manager to approve contract changes under $50,000 without further City Council consideration.

EXECUTIVE SUMMARY:
Each year, the City awards a contract to replace cracked and heaved sidewalk, curb, and gutter, and other concrete, as necessary, at various locations throughout the city. With the implementation of the city-wide Accelerated Mill and Overlay Program, concrete repairs are concentrated in the mill and overlay areas. This will ensure the concrete repairs are completed the year before the area is scheduled for mill and overlay. All catch basins and manhole structures in the area are also inspected and, if necessary, repaired as part of this project.

Bids for the concrete repair project were opened on February 9, 2017. Ti-Zack Concrete, Inc. was the lowest responsive and responsible bidder.

RECOMMENDED ACTION:
By Motion:
1. Approve the bid tabulation and award a contract to Ti-Zack Concrete, Inc. in the amount of $959,150.00 for 2017 Concrete Sidewalk, Curb, and Gutter Repair project.
2. Authorize the City Manager to approve contract changes under $50,000 without further City Council authorization.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - As part of the City’s street maintenance program, each year the City awards a contract to replace cracked and heaved sidewalk, curb and gutter, and other concrete work.
   - The program was expanded in 2015 in preparation for the Accelerated Mill and Overlay Program. Concrete repairs are concentrated in the area of next year's mill and overlay.
   - The project includes rebuilding catch basins and manhole structures in preparation for mill and overlay.
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - The project is included in the Five-Year Street Reconstruction Plan.
   - In 2013, the City approved an Accelerated Mill and Overlay Program complete the remaining 85 miles of roads that have not received any major resurfacing since they were constructed. This Program also includes concrete repair of storm and sanitary manholes and catch basins.
   - An increase in electric and gas franchise fees was approved in 2013, and enacted in April 2014, to fund the Accelerated Mill and Overlay Program.

C. **CRITICAL TIMING ISSUES:**
   - Concrete repair work is scheduled to begin July 10, 2017 and be completed by October 6, 2017.
   - Concrete repairs should be completed the year prior to mill & overlay to keep the project on track.

D. **FINANCIAL IMPACT:**
   - Four (4) bids were received for the concrete repairs.
   - The lowest responsive and responsible bid was $959,150.00 submitted by Ti-Zack Concrete, Inc.
   - The work is funded by franchise fees.

E. **LEGAL CONSIDERATION:**
   - When the amount of purchase is estimated to exceed $100,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
   - The advertisement for bid for the project was published in the Richfield Sun-Current on January 26, 2017 and on the Questcdn.com website on January 26, 2017.
   - Bid opening was held on February 9, 2017. A copy of the bid tabulation is attached.

**ALTERNATIVE RECOMMENDATION(S):**
   - Council may choose to reject all bids and direct staff to obtain new bids; however, staff believes the bid prices received were competitive.
   - Council may choose not to continue with concrete repairs in preparation for the Accelerated Mill and Overlay Program; however, the program is essential to maintaining and extending the usable life of the city streets.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Tab</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Concrete Map</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
2017 Concrete Sidewalk, Curb and Gutter
Bid No. 17-02

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive, open and read aloud bids for 2017 Concrete Sidewalk, Curb and Gutter, Catch Basin and Manhole Repairs, as advertised in the official newspaper on January 26, 2017.

Present: Elizabeth VanHoose, City Clerk
Liz Finnegan, Civil Engineer
Michael Petersen, Utilities Engineer
Chris Link, Operations Superintendent
Jared Voto, City Manager Representative

The following bids were submitted and read aloud:

<table>
<thead>
<tr>
<th>Bidder’s Name</th>
<th>Bond</th>
<th>Non-Collusion</th>
<th>Intent to Comply</th>
<th>Responsible Contractor Certificate</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Look Contracting, Inc.</td>
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<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$1,227,725.00</td>
</tr>
<tr>
<td>Minger Construction Company</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$1,586,622.50</td>
</tr>
<tr>
<td>Ti-Zack Concrete, Inc.</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$959,150.00</td>
</tr>
<tr>
<td>McNamara Contracting</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>Provided</td>
<td>$1,011,160.50</td>
</tr>
</tbody>
</table>

The City Clerk announced that the bids would be tabulated and considered at the February 28, 2017 City Council Meeting.

________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the following items related to the Richfield Community Band Shell project:
   1. Rejection of all bids for division RSB-09-1, Rough and Finish Carpentry, Structural Wood, Painting, and Miscellaneous Finishes, and authorize staff to re-bid division RSB-09-1.
   2. Holding bids and alternates for the remaining bid divisions.

EXECUTIVE SUMMARY:
Bids were advertised recently for the construction of the Richfield Community Band Shell project. The project was divided into four bid divisions, including six alternates. A bid opening was conducted on February 9, 2017, and nine contractors bid on one or more divisions. The lowest bid for each division were received as follows:
   - RSB-03-1 - Earthwork
     - Bid by Versacon Construction
     - $187,513 for the base bid
     - $199,033 for the base bid plus alternate 1, 2, and 3
   - RSB-07-1 - Roofing
     - Bid by Versacon Construction
     - $27,635 for the base bid
   - RSB-09-1 - Carpentry and Finishing
     - Bid by Versacon Construction
     - $77,050 for the base bid
     - $83,875 for the base bid plus alternate 4 and 5
   - RSB-26-1 - Electrical
     - Bid by Choice Electric
     - $35,855 for the base bid
     - $33,900 for the base bid plus alternate 6

The total amount for the base bid of the four divisions is $328,083.

Of the five bids received for bid division RSB-09-1, Rough and Finish Carpentry, Structural Wood, Painting, and Miscellaneous Finishes, the lowest bid was considerably less than the other bids. After contacting the lowest bidder in this Division we determined the bidder made a clerical error on the bid form, which was substantiated by their schedule of values.
Staff recommends rejecting all bids received for RSB-09-1 and rebidding the division. Bids received for the other three divisions are in effect for 60 days from the bid opening and staff recommends holding these bids until the rejected division is rebid, and an overall project cost can be determined.

RECOMMENDED ACTION:

By Motion:
1. Reject all bids for division RSB-09-1, Rough and Finish Carpentry, Structural Wood, Painting, and Miscellaneous Finishes, for the Richfield Community Band Shell and authorize staff to re-bid division RSB-09-1.
2. Hold bids and alternates for the remaining bid divisions.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City Council discussed the formation of a new group of volunteers to raise funds and finalize plans for a community band shell at a study session on January 28, 2014. During the discussion, Council selected Veterans Memorial Park as the future site of the community band shell and later passed a resolution declaring Veterans Park as the future site of the Band Shell on February 11, 2014.
- A Band Shell Task Force was assembled and began meeting in February, 2014. The Task Force began fundraising efforts right away and secured about $75,000 of pledges.
- On June 23, 2015, City Council passed a resolution granting approval of a site plan to allow the construction of a community band shell in Veterans Memorial Park. The Council specified that no additional funding from the City would be provided to the project. At the same meeting, the Council approved a contract with David Linner Architects to prepare plans, specifications and bidding documents.
- City Council approved a motion on September 8, 2015 to reject all bids for the construction of a band shell. All four bids received exceeded the project budget.
- On July 12, 2016, City Council passed a resolution granting approval of a revised site plan to allow the construction of a community band shell in Veterans Memorial Park.
- On October 11, 2016, Council received a summary report of a professional sound study that was conducted on site in September. Council also approved an agreement with EDS Builders to perform construction management services for the construction of the Band Shell.
- The four divisions bid are:
  - RSB-03-1  Earthwork, Concrete, Masonry and Miscellaneous Metals
  - RSB-07-1  Roofing Architectural Shingles
  - RSB-09-1  Rough and Finish Carpentry, Structural Wood, Painting and Miscellaneous Finishes
  - RSB-26-1  Electrical and Temporary Power
- The six alternates are:
  - Alternate 1 - Upgrade rock-faced block with Trattino finish
  - Alternate 2 - Add decorative steel railing
  - Alternate 3 - Add metal treble and base clef emblem
  - Alternate 4 - 5/8" tongue and groove plywood under truss
  - Alternate 5 - Add anti-graffiti coating to all exposed walls and door
  - Alternate 6 - Remove all emergency and exit lights

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

- Contracts estimated to have a value over $100,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder. All such contracts can only be approved by City Council.
- The notice that bids are being solicited must be published once in the city’s official newspaper at least ten days before the last day for the submission of bids.
- The City has the authority to reject all bids.

C. CRITICAL TIMING ISSUES:
The schedule for re-bidding of the Rough and Finish Carpentry, Structural Wood, Painting, and Miscellaneous Finishes Division, should Council approve is as follows:

- March 9, 2017 - SunCurrent Publication Date
- March 20, 2017 - Bid Opening
- March 28, 2017 - Council Consideration of Project
- May, 2017 - Construction Begins
- August, 2017 - Construction Ends

- Formal rejection of the bids should occur in a reasonable timeframe for the contractors to plan their seasonal workloads accordingly.

D. **FINANCIAL IMPACT:**

**Band Shell Budget**

**SOURCES**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Contribution</td>
<td>$325,000</td>
</tr>
<tr>
<td>Initial Fundraising Drive</td>
<td>$67,000</td>
</tr>
<tr>
<td>Friends Contribution</td>
<td>$130,000</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$522,000</strong></td>
</tr>
</tbody>
</table>

**USES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Past Expenses</td>
<td>$75,000</td>
</tr>
<tr>
<td>Sound Study</td>
<td>$10,000</td>
</tr>
<tr>
<td>Testing</td>
<td>$6,559</td>
</tr>
<tr>
<td>Architect/Engineer Design</td>
<td>$30,000</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Total Uses</strong></td>
<td><strong>$151,559</strong></td>
</tr>
</tbody>
</table>

Funds available for construction, not including contingency $370,441
Available funds for construction with 5% contingency $352,800
Maximum amount to accept for RSB-09-1 (Carpentry) $101,767

- The cost of publishing a notice to re-bid the carpentry/finishing division in the SunCurrent Newspaper is less than $110. There are no other costs associated with re-bidding the division.

E. **LEGAL CONSIDERATION:**

- The City Attorney has been consulted regarding this situation.

**ALTERNATIVE RECOMMENDATION(S):**

- Council may choose to accept bids and consider award of contract to the next lowest responsible bidder. This would require additional funding either by the City or a combination of other sources.
- Council may choose to reject all bid divisions and direct staff how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Tab, February 9, 2017</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>BID BOND</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Versacon</td>
<td>187,513.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
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<td>&amp; RBS-09-1</td>
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RBS-03-1 EARTHWORK, CONCRETE, MASONRY, MISC. METALS

BID DATE: February 9, 2017 2:00 p.m.
## RBS-07-1 Roofing Architectural Shingles

<table>
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<tr>
<th>CONTRACTOR</th>
<th>BID BOND</th>
<th>ADD 1 &amp; 2</th>
<th>BASE BID</th>
<th>COMBINED BID DEDUCT</th>
<th>ALT 1</th>
<th>ALT 2</th>
<th>ALT 3</th>
<th>ALT 4</th>
<th>ALT 5</th>
<th>ALT 6</th>
<th>TOTAL PROPOSED AMOUNT</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>Versacon</td>
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<td>27,635.00</td>
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<td>Treble &amp; Base</td>
<td>5/8&quot; plywood</td>
<td>anti-graffiti</td>
<td>electric</td>
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## RBS-09-1 Rough and Finish Carpentry, Structural Wood, Painting, Misc. Finishes

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<th>Alt 1 Trattino CMU</th>
<th>Alt 2 Dec Steel Rail</th>
<th>Alt 3 Treble &amp; Base</th>
<th>Alt 4 5/8&quot; Plywood</th>
<th>Alt 5 Anti-graffiti</th>
<th>Alt 6 Electric</th>
<th>Total Proposed Amount</th>
<th>Comments</th>
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## RBS-16-1 ELECTRICAL AND TEMPORARY POWER

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<th>ALT 3</th>
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<td>ALT 2 Dec Steel Rail</td>
<td>ALT 3 Treble &amp; Base</td>
<td>ALT 4 5/8” plywood</td>
<td>ALT 5 anti-graffiti</td>
<td>ALT 6 electric</td>
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