Call to order

1. 2017 Bicycle Routes
2. City Infrastructure Report

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.
CITY OF RICHFIELD, MINNESOTA
Office of City Manager

May 18, 2017

Council Memorandum No. 51

The Honorable Mayor
and
Members of the City Council

Subject: May 24, 2017, City Council Work Session Items

Council Members:

The following items will be discussed at the May 24 City Council Work Session:

**2017 Bicycle Routes**
This project proposes to implement over five (5) miles of planned bicycle routes in East Richfield through the following routes:
- 70th Street from Lyndale Avenue to Diagonal Boulevard
- 12th Avenue Extension from 73rd Street to 62nd Street
- Bloomington Avenue Extension from Diagonal Boulevard South to 77th Street
- 62nd Street / 11th Avenue connection between Taft and Veteran’s Parks

The Transportation Commission recommended the implementation of these routes during their May 3, 2017, meeting after reviewing project details and the results of the April 24, 26, and 27, 2017, Public Open Houses (attached). The routes consist of on-street markings and signage with no changes to lane configurations or parking.

**City Infrastructure Report**
Staff will review the current state of the City’s utility and transportation infrastructure and discuss options to move forward.

Please contact Kristin Asher, Director of Public Works, at 612-861-9795 for further discussion.

Respectfully submitted,

Steven L. Devich
City Manager

SLD:jb
Email: Assistant City Manager
Department Directors

Attachments
Purpose
The City’s Complete Streets Policy, Bicycle Master Plan, and Guiding Principles have established goals for multimodal transportation options for Richfield residents. This project is intended to add about 2.5 miles of planned bicycle routes along Bloomington and 12th Avenues and 62nd Street (as shown on the project map). The streets in this same area were Milled and Overlayed in 2016.

This project would provide safer bicycle connections to:
- Richfield Dual Language School
- Richfield STEM School
- Centennial Elementary
- Taft, Veterans, Christian, and Washington Parks

These Bicycle Routes will provide connections to the City’s existing bicycle facilities on 76th Street, 73rd Street, and Diagonal Boulevard. This route will also connect to the 70th Street and 66th Street bicycle facilities opening in 2017.

Project Elements
Features of the project include:
- Bicycle Route Pavement Markings and Signs
- New Street Name Signs
- Share the Road Signage

Open House Info
- Display Boards
- Handout

Timeline
Construction to begin in 2017 and completed in 2017

Project Financing
City Funding

Project Map (over)

Contact Information
Jack Broz
Richfield Public Works
1901 66th St East
Richfield, MN 55423

Phone: 612.861.9792
Fax: 612.861.9796
JBroz@cityofrichfield.org
Meeting Summary
Public Open Houses 4/24/2017 at Centennial Elementary; 4/26/2017 at Taft Park and, 4/27/2017 at Stem School

2017 Bicycle Routes Improvement Project

Meeting Purpose
The goal of the meeting was to let the public know about the upcoming project and project’s features:
- Bicycle Route Pavement Markings and Signs
- New Street Name Signs with Bicycle Route designation

Meeting Notice
- Approximately 2000 invitations were mailed to the property owners in the Richfield area near 70th Street
- Posted on the City’s website calendar
- Sweet Streets Website updated with project information
- Open House “Facebook events” were created on the Sweet Streets Page

Public Response
Approximately 30 residents attended and 2 comment cards were filled out.

Written comment summary:
- 2 comments were supportive of the proposed design along with related notes as follows:
  - Consider using fewer “share the road” signs
  - Consider striping the bike lane on Bloomington Ave

Verbal comment summary:
- Comments expressed were split between support for the improvements and lack of support for the improvements. The lack of support comments focused primarily on justification for the improvements rather than design feature critique.

Figure 1- Open House at STEM School
Figure 2- Open House at Taft Park
Call to order

1. Summary and review of report from independent consultant regarding Police promotional processes and staff recommendations going forward.

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.
SPECIAL CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
MAY 24, 2017
7:00 PM

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council Work Session of May 9, 2017; and (2) Regular City Council Meeting of May 9, 2017.

PRESENTATIONS

1. Receipt of the City of Richfield Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2016. (Council action is required for this item)
   Staff Report No. 75

2. Presentation for National Public Works Week - May 21-27, 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 modifying a Health Care Savings Plan for Management Employees.
      Staff Report No. 76

   B. Consideration of the approval of a Capital Asset Policy.
      Staff Report No. 77

   C. Consideration of the approval of the third amendment to the Site Lease Agreement at 6700 Portland Avenue between the City of Richfield and Sprint Spectrum Realty Company, LP (successor in interest to
Sprint Spectrum LP) to reimburse the City for past electrical use.

Staff Report No. 78

D. Consideration of the approval of a resolution authorizing the City of Richfield to enter into a contract with Hennepin County for Sentencing to Service program services not to exceed $74,214.40 in 2017 and not to exceed $76,440.00 in 2018.

Staff Report No. 79

E. Consideration of the approval of a resolution authorizing the City of Richfield to enter into a Safety Grant Agreement to accept grant funds, totaling $7,500, from the Minnesota Department of Labor and Industries to be used towards the purchase of a valve maintenance trailer.

Staff Report No. 80

F. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 23, 2017.

Staff Report No. 81

G. Consideration of the approval of a first reading of a transitory ordinance vacating 17th Avenue South street right-of-way adjacent to the proposed Plaza 66 commercial development (approx. 66th Street and 17th Avenue) and schedule a public hearing and second reading for June 13, 2017.

Staff Report No. 82

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

PROPOSED ORDINANCES

7. Consideration of the approval of the second reading of an ordinance rezoning properties currently addressed as: 6601 - 16th Avenue, 6609 - 16th Avenue, 6615 - 16th Avenue, 6600 - 17th Avenue, 6608 - 17th Avenue, and 6614 - 17th Avenue from General Business (C-2) to Planned General Business (PC-2) and approval of a resolution for a Planned Unit Development at this same location.

Staff Report No. 83

RESOLUTIONS

8. Consideration of the approval of a resolution authorizing the City of Richfield to accept a Center for Prevention at Blue Cross Blue Shield Grant for $20,500 to be applied toward installation, education, and evaluation of temporary pedestrian crossings of Nicollet Avenue.

Staff Report No. 84

CITY MANAGER’S REPORT

9. City Manager’s Report

CLAIMS AND PAYROLLS

10. Claims and Payrolls
   - May 9, 2017 and May 23, 2017

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.

CLOSED EXECUTIVE SESSION

11. Special City Council Closed Executive Session in the Babcock Room regarding the City Manager's annual performance evaluation.

The Closed Executive Session will be convened as permitted to evaluate an employee’s performance pursuant to Minn. Stat. 13D.05, subd. 3(a).
12. Reconvene the Regular City Council Meeting in the Council Chambers.

13. Summary review of the City Manager's annual performance evaluation for 2016 and consideration of a resolution amending employment agreement between City of Richfield and City Manager Steven L. Devich for 2017.
   Staff Report No. 85

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 work session was called to order by Mayor Elliott at 6:16 p.m. in the Bartholomew Room.

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

Staff Present: Steven L. Devich, City Manager; Chris Regis, Finance Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Jim Topitzhofer, Recreation Services Director; Bill Fillmore, Liquor Operations Director; and, Jared Voto, Executive Aide/Analyst.

Item #1 KEY FINANCIAL STRATEGIES

Finance Manager Regis and City Manager Devich reviewed the short- and long-term key financial strategies, including the financial management plan and capital financing plan. The Financial Management Plan presents a projection of the City’s General Fund and the overall tax levy that will help support General Fund operations and capital financing tax levies. The Capital Financing Plan reflects the existing debt service tax levy requirements and projected additional tax levy requirements based on current Capital Improvement Budget and Capital Improvement Plan (CIB/CIP) forecasts. City Manager Devich also discussed fiscal disparities and local government aid, as it relates to the key financial strategies.

ADJOURNMENT

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

Date Approved: May 24, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager
CALL TO ORDER

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

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

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; John Stark, Community Development Director; Wayne Kewitsch, Fire Chief; and Jared Voto, Executive Aide/Analyst.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

OPEN FORUM

Birgit Johnson, 6332 13th Ave S, spoke regarding the Veterans Park Clean-up and thanked those who attended and helped.

APPROVAL OF MINUTES

M/Garcia, S/Howard to approve the minutes of the: (1) Special City Council Work Session of April 25, 2017; (2) Special Concurrent City Council and HRA Work Session of April 25, 2017; (3) Special City Council Work Session of April 25, 2017; (4) Regular City Council Meeting of April 25, 2017; and (5) Special City Council Work Session of May 2, 2017.

Motion carried 4-0.

Item #1 SWARING-IN OF FIREFIGHTER KEVIN O’CONNELL

Chief Kewitsch discussed the symbolism of the firefighter's badge and introduced Kevin O’Connell and his family. Firefighter O’Connell’s wife, Sara, pinned the badge on him.
<table>
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<tr>
<th>Item #2</th>
<th>COUNCIL DISCUSSION</th>
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<td>• Hats Off to Hometown Hits</td>
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Council Member Regan Gonzalez spoke regarding attending the Veterans Park clean-up event and the Friends of Wood Lake (FOWL) dinner and the opening of the Richfield Farmer’s Market on May 20.

Council Member Howard spoke regarding the Veterans Park clean-up event, the opening of the Richfield Pool, an Islam 101 event hosted by the Human Rights Commission, and the comprehensive plan mapping tool.

Mayor Elliott spoke regarding the Islam 101 event and the Veterans Park clean-up event.

Council Member Garcia spoke regarding the Unity in the Community event on May 25 in Veterans Park, the city-wide garage sale on May 18-20, and commended staff on the Key Financial Strategies Work Session.

<table>
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<th>Item #3</th>
<th>APPROVAL OF THE AGENDA</th>
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M/Howard, S/Regan Gonzalez to approve the agenda.

Motion carried 4-0.

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<tr>
<th>Item #4</th>
<th>CONSENT CALENDAR</th>
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City Manager Devich presented the Consent Calendar.

A. Consideration of the approval of the first reading of an ordinance rezoning properties currently addressed as: 6601 - 16th Ave, 6609 - 16th Ave, 6615 - 16th Ave, 6600 - 17th Ave, 6608 - 17th Ave, and 6614 - 17th Ave from General Business (C-2) to Planned General Business (PC-2). (S.R. No. 71)

B. Consideration of the approval of a resolution authorizing the City to affirm the monetary limits on statutory municipality tort liability. (S.R. No. 72)

RESOLUTION NO. 11358
A RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS
ESTABLISHED BY MINNESOTA STATUTES 466.04

This resolution appears as Resolution No. 11358.

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

Motion carried 4-0.

| Item #5 | CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR |
None.

**Item #6**

PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF AN ENABLING RESOLUTION RELATING TO THE FORMATION AND ADMINISTRATION OF AN ECONOMIC DEVELOPMENT AUTHORITY IN, AND FOR, THE CITY OF RICHLFIEALD AND APPROVAL OF A RESOLUTION AUTHORIZING THE ECONOMIC DEVELOPMENT AUTHORITY TO LEVY TAXES. (S.R. NO. 73)

Council Member Garcia presented Staff Report No. 73.

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

Motion carried 4-0.

M/Garcia, S/Elliott to approve a resolution establishing the Richfield Economic Development Authority and approve a resolution approving a present intent to levy a tax for Economic Development purposes pursuant to Minnesota Statutes, Section 469.107.

RESOLUTION NO. 11359
ENABLING RESOLUTION ESTABLISHING THE RICHLFIEALD ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 11360
RESOLUTION APPROVING A PRESENT INTENT TO LEVY A TAX FOR ECONOMIC DEVELOPMENT AUTHORITY PURPOSES PURSUANT TO MINNESOTA STATUTES, SECTION 469.107

Motion carried 4-0. The resolutions appear as Resolution No. 11359 and Resolution No. 11360.

**Item #7**

CONSIDERATION OF THE APPROVAL OF A RESOLUTION GRANTING A CONDITIONAL USE PERMIT AND VARIANCES TO ALLOW A BUFFET RESTAURANT TO OPERATE IN THE FORMER OLD COUNTRY BUFFET SPACE AT 6601 NICOLLET AVENUE. (S.R. NO. 74)

Council Member Howard presented Staff Report No. 74.

M/Howard, S/Elliott to approve a resolution grant a conditional use permit and variances to allow a buffet restaurant at 6601 Nicellet Avenue.

RESOLUTION NO. 11361
RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT AND VARIANCES FOR A RESTAURANT AT 6601 NICOLLET AVENUE

Council Member Howard commented regarding the Planning Commission discussion and asked if the City had historically received complaints about the Old Country Buffet. Community Development Director Stark responded that the City had not received complaints in the past.
Mayor Elliott commented on the work that was done on the ordinance that allowed flexibility. Mayor Elliott asked if Old Country Buffet had removed their mechanical equipment. Community Development Director Stark responded that they had not removed equipment, which he knew of, and he believed they had passive odor control, rather than active. Community Development Director Stark indicated the new operator is adding cooking equipment that requires an additional commercial vent, which trigger the consideration of odor control.

Mayor Elliott asked if staff would be receiving the engineering plans that if odor control becomes required it can be installed. Community Development Director Stark responded that is correct, building permits will not be issued until the plans are received.

Motion carried 4-0. The resolutions appear as Resolution No. 11361.

**Item #8**  
**CITY MANAGER’S REPORT**

City Manager Devich noted the Special Election for Richfield City Council Ward 1 takes place on May 23, 2017, with early voting is taking place right now, and encouraged residents to vote.

**Item #9**  
**CLAIMS AND PAYROLLS**

Staff review determined the May 9, 2017, Claims and Payrolls were not motioned, seconded, and passed by the City Council. This item will be brought to the next City Council meeting on May 24, 2017, for approval.

**OPEN FORUM**

None.

**Item #10**  
**ADJOURNMENT**

The City Council Meeting was adjourned by unanimous consent at 7:41 p.m.

Date Approved: May 24, 2017

______________________________  
Pat Elliott  
Mayor

______________________________  
Jared Voto  
Executive Aide/Analyst

______________________________  
Steven L. Devich  
City Manager
STAFF REPORT NO. 75
CITY COUNCIL MEETING
5/24/2017

ITEM FOR COUNCIL CONSIDERATION:
Receipt of the City of Richfield Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2016. (Council action is required for this item)

EXECUTIVE SUMMARY:
State law requires all general purpose local governments be audited in accordance with U.S. generally accepted auditing standards by a firm of licensed certified public accountants. In addition, state law requires that local governments publish a complete set of financial statements, presented in conformance with U.S. generally accepted accounting standards, within six months of the close of each fiscal year. Accordingly, the City’s auditing firm, BerganKDV, Ltd. completed the annual audit of the City’s financial records and has issued an unqualified opinion on those records for the fiscal year ended December 31, 2016.

The financial statements will be published locally and submitted to the State of Minnesota and the Government Finance Officers Association. Staff presents to the City Council the Comprehensive Annual Financial Report (CAFR) for fiscal year ended December 31, 2016.

RECOMMENDED ACTION:

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • The City’s auditing firm, BerganKDV, Ltd. has completed the annual audit of the City’s financial records for the fiscal year ended December 31, 2016.
   • As part of the audit, BerganKDV, LTD. has issued an unqualified opinion on the City’s financial statements for the year ending December 31, 2016.
   • A representative of BerganKDV, LTD. will be present at the Council meeting to make a brief presentation on the 2016 financial information and answer questions.
   • In addition, the CAFR will be submitted to the State of Minnesota pursuant to State law and to the Government Finance Officers Association for the Certificate of Achievement for Excellence in...
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - Action to be taken at the May 24, 2017 City Council meeting is the official receipt of the December 31, 2016, City of Richfield Comprehensive Annual Financial Report by the City Council.
   - The City’s auditor has performed an audit of the City’s financial records for the year ended December 31, 2016, and prepared reports to the City Council concerning legal compliance and internal controls.

C. **CRITICAL TIMING ISSUES:**
   - Action on this item is requested at the May 24, 2017 City Council meeting as there is a June 30, 2017, reporting deadline with the State of Minnesota.

D. **FINANCIAL IMPACT:**
   - None

E. **LEGAL CONSIDERATION:**
   - The CAFR will be submitted to the State of Minnesota, pursuant to State law.
   - The CAFR will be published in the *Sun Current* the week of May 29, 2017.

**ALTERNATIVE RECOMMENDATION(S):**
- The City Council could ask the auditors for further explanations of their findings at a future work session.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Matthew Mayer, CPA, of BerganKDV

**ATTACHMENTS:**

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<tr>
<td>Council Memo No. 50</td>
<td>Backup Material</td>
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May 18, 2017

Council Memorandum No. 50

The Honorable Mayor
and
Members of the City Council

Subject: 2016 Comprehensive Annual Financial Report

Council Members:

At the May 24 City Council meeting, Matt Mayer, a partner with the City’s audit firm BerganKDV, Ltd., will present on the 2016 Audit and the 2016 Comprehensive Annual Financial Report (CAFR).

The following documents are attached for your review:

- 2016 City Comprehensive Annual Financial Report (CAFR);
- 2016 Schedule of Expenditures of Federal Awards and Independent Auditor’s Reports;
- 2016 Communications Letter; and
- 2016 Housing and Redevelopment Authority CAFR.

Finally, subsequent to Mr. Mayer’s presentation, the City Council will be asked to formally accept the Comprehensive Annual Financial Report (CAFR) for the year ended 2016.

If you have any questions regarding any of the documents, please contact Chris Regis, Finance Manager, or me.

Respectfully submitted,

Steven L. Devich
City Manager

SLD:cr
Email: Assistant City Manager
Department Directors

Attachments
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution modifying a Health Care Savings Plan for Management Employees.

EXECUTIVE SUMMARY:
In 2001, the Minnesota legislature granted authority to the Minnesota State Retirement System (MSRS) to offer a post-employment Health Care Savings Plan (HCSP) to eligible employees of the State of Minnesota and other governmental subdivisions. A post-employment HCSP is an employer-sponsored program that allows employees to save money to pay towards medical expenses and/or health insurance premiums after termination of employment. Employees are able to choose among different investment options provided by the State Board of Investment. Assets contributed into the program are tax-free, accumulate tax free, and if used for medical expenses, remain tax-free.

The Management employee group has agreed upon a modification to its plan that modifies the bi-weekly contribution amount. Under state statute, modifications to HCSP’s cannot be made more often than once every two years. The last modification to the Management HCSP was in August 2013. Staff is recommending amending the Post Employment Health Care Savings Plan for Management employees.

RECOMMENDED ACTION:
By motion: Approve a resolution modifying a Health Care Savings Plan for eligible Management employees.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - Legal authority to establish a HCSP is provided through Minn. Stat. 352.98 and Internal Revenue Service rulings. The establishment of each plan, including contribution formulae, must be negotiated when dealing with a collective bargaining unit or personnel policy where non-union employees are involved. Once established, the plan must be filed with MSRS to initiate or modify the plan.
   - Participation for each individual employee within a bargaining unit or employee group is mandatory once the plan is established for that respective group. Moreover, the amounts contributed for or by each employee in a particular group must be the same for every employee.
of the group; however, contributed amounts between employee groups will vary.

- A Health Care Savings Plan was established by the City Council for the Management employee group on July 13, 2004. Under state statute, plan modifications may be made no more frequently than once every two years. The last modification was in August 2013.

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

- Minnesota Statutes have been amended to provide the opportunity for a very valuable benefit to City employees. The City of Richfield has offered this benefit to employee groups that are interested in such a mandatory plan.
- Approval of the resolution by the City Council will provide the City authority to proceed with this modified program for the Management employees. Plan modifications can be made every two years.

C. CRITICAL TIMING ISSUES:

- There is no time critical issue pertaining to the timing of this modification; however, the majority of Management employees have expressed a desire to implement the modified program, so it should be pursued at the City’s earliest opportunity.
- After City approval, this plan must be submitted to MSRS for filing and implementation.

D. FINANCIAL IMPACT:

- There is no cost to the City in this version of the plan since the City makes no contribution. In fact, there is a cost savings to the City in that wages and severance pay that the employee contributes to the Health Care Savings plan are not subject to Social Security or Medicare contributions.
- The plan provides a great tax savings to the participating employees and provides a tax mechanism to fund post-employment medical costs.

E. LEGAL CONSIDERATION:

- There is legal authority for this plan in Minnesota Statutes and IRS Code.
- The plan modification has been sent to the State for review and has received informal approval.

ALTERNATIVE RECOMMENDATION(S):

- The City Council could decide not to approve this plan modification. In that case, the current plan would remain in effect; however, this decision contradicts the wishes of the majority of this employee group.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

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<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<td>Management HCSP</td>
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RESOLUTION NO.

RESOLUTION ESTABLISHING AN UPDATED AMENDED POST EMPLOYMENT HEALTH CARE SAVINGS PLAN FOR MANAGEMENT EMPLOYEES

WHEREAS, Laws of Minnesota 2001, chapter 352.98, authorizes the Minnesota State Retirement System (MSRS) to offer a Post Employment Health Care Savings Plan (Plan) program to state employees, as well as, other governmental subdivisions, and

WHEREAS, the Internal Revenue Service Code provides for such Plans, and

WHEREAS, the City of Richfield currently offers such a Plan to eligible City employees as a tax free method for employees to set aside money to cover the ever increasing costs of health insurance and medical costs after termination of public employment, and

WHEREAS, such plans must be established by employee group, either through a collective bargaining agreement for union employees or a personnel policy for employees not covered by a collective bargaining agreement, and

WHEREAS, modification to the provisions of an established Plan for the Management employee group have been agreed to by the Management employee group and the City of Richfield, and

WHEREAS, the proposed plan is a net savings to the City of Richfield and a benefit to the individual employees covered by the plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield hereby authorizes the City Manager to amend the Health Care Savings Plan for the Management group of employees in the City of Richfield.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of May 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
Plan Purpose
The City of Richfield is interested in establishing a means for eligible employees to participate in a mandatory program to help defray some of the costs of post employment health related expenses, including health insurance premiums using pre-tax dollars. Participation in the Post Employment Health Care Savings Plan, administered by the Minnesota State Retirement System (MSRS), is intended to provide an opportunity to accomplish that goal.

Post Employment Health Care Savings Plan
The Post Employment Health Care Savings Plan (HCSP) is an Employer-sponsored program that allows eligible employees to:

1. defer payment of a portion of unused vacation and personal leave as a severance payment at the time of termination to pay for eligible health insurance premiums and/or health expenses after separation from City service, and
2. defer a portion of an Employee’s bi-weekly salary for deposit into their HCSP for the payment of qualified healthcare related expenses after separation from City service.

Employees will be able to choose among several different investment options provided by the Minnesota State Board of Investment. Under the Plan, amounts contributed into the HCSP are tax-free and not subject to FICA contributions. Assets in the HCSP will accumulate tax-free and since payouts are used for qualifying medical expenses, they will also remain tax-free.

Eligibility to Participate
Participation in the Management HCSP is mandatory for all employees that meet the following requirements:

1. The Employee must be a member of the Richfield Management Pay Classification Plan or the City Manager at the time of termination of employment, and
2. The Employee must have been continuously employed by the City of Richfield for at least 3 consecutive years.

Contribution Formula
Mandatory participation in the Management HCSP shall be in accordance with, and limited to the following formulas for contributions:

I. Bi-weekly Contribution
1. An eligible Employee classified in pay grades M-L through M-5, and the City Manager, must contribute to the Employee’s account in the HCSP according to the following schedule based on total City service:
   • An eligible Employee with more than 3 but less than 5 years of service must contribute $45 per pay period to the Employee’s
account in the Management HCSP. Such contributions shall not exceed $45 per pay period.

- An eligible Employee with more than **5 but less than 10 years** of service must contribute **$55 per pay period** to the Employee’s account in the Management HCSP. Such contributions shall not exceed $55 per pay period.

- An eligible Employee with more than **10 but less than 20 years** of service must contribute **$75 per pay period** to the Employee’s account in the Management HCSP. Such contributions shall not exceed $75 per pay period.

- An eligible Employee with more than **20 but less than 25 years** of service must contribute **$85 per pay period** to the Employee’s account in the Management HCSP. Such contributions shall not exceed $85 per pay period.

- An eligible Employee with more than **25 but less than 30 years** of service must contribute **$95 per pay period** to the Employee’s account in the Management HCSP. Such contributions shall not exceed $95 per pay period.

- An eligible Employee with more than **30 years** of service must contribute **$115 per pay period** to the Employee’s account in the Management HCSP. Such contributions shall not exceed $115 per pay period.

II. Severance Contribution

1. Severance shall be paid in cash for the first 80 hours of accumulated but unused Personal Leave. Severance based on accumulated but unused Personal Leave in excess of 80 hours shall be paid as a credit to the Employee’s account in the Management HCSP.

2. Severance shall be paid in cash for the first 40 hours of accumulated but unused Vacation Leave. Severance based on accumulated but unused Vacation Leave in excess of 40 hours shall be paid as a credit to the Employee’s account in the Management HCSP.

3. All severance payments based upon Personal & Vacation Leaves are calculated as described above, by multiplying the number of hours by the applicable rate of pay at the time of termination.

Contributions authorized under this Plan shall continue until such time as this policy is amended or repealed by the City of Richfield.

Upon an employee’s death, contributions owed but not yet paid to the HCSP will be paid to the employee’s estate.

HCSP Administration

The HCSP is authorized under the Internal Revenue Code and is administered by the Minnesota State Retirement System.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a Capital Asset Policy.

EXECUTIVE SUMMARY:
The City’s auditors, BerganKDV have recommended to staff that a Capital Asset Policy be established to formalize the accounting and reporting of capital assets.

Accordingly, the purpose of this policy is to set forth the guidelines for the physical and reporting control of the City’s capital assets, including accountability over those assets.

RECOMMENDED ACTION:
By Motion: Approve the Capital Asset Policy.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Information contained in the Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - It is the practice of the City of Richfield to follow established financial policies governing the City’s practices related to fiscal management.
C. CRITICAL TIMING ISSUES:
   - None
D. FINANCIAL IMPACT:
   - None
E. LEGAL CONSIDERATION:
   - None

ALTERNATIVE RECOMMENDATION(S):
- None
PRINCIPAL PARTIES EXPECTED AT MEETING:
N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Capital Asset Policy</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
**CAPITAL ASSET POLICY**

City of Richfield

Financial Policy

Date: May 24, 2017

Subject: Capital Asset Policy

**Introduction**

The City maintains a large investment in its capital assets. It is the responsibility of the City to maintain, preserve and replace these assets when needed as they play an important role in providing basic services to our residents.

**I. SCOPE**

This fiscal policy provides the framework that will allow overall management of the City’s capital assets.

The Finance Division is responsible for the establishment and maintenance of a fixed asset accounting system that allows for the proper presentation of fixed assets in the financial statements and the overall safeguarding of fixed assets.

All City employees are responsible for protecting City property entrusted to them and to help protect all City assets in general. Department Directors, Division Managers, and Supervisors are ultimately responsible for and held accountable for, assuming proprietary control of all equipment and other fixed assets in their custody or assigned to their department or division.

**II. PURPOSE**

The purpose of this policy is to set forth the guidelines for the physical and reporting control of the City’s assets, including accountability over the assets.

**III. CAPITAL ASSETS DEFINITION**

Capital assets include land, land improvements, buildings, building improvements, construction in progress, machinery and equipment, vehicles, infrastructure, and intangible assets (software and easements) acquired by the City for use in providing services to its citizens. Capital assets are reported and depreciated in the applicable governmental or business-type activities columns in the governmental-wide financial statements.
Infrastructure assets are long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and are normally stationary in nature. Examples include roads, bridges, tunnels, drainage systems, and water and sewer systems.

Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects when constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant and equipment, and infrastructure assets are depreciated using the straight-line method. Capital assets are depreciated over the following estimated useful lives:

<table>
<thead>
<tr>
<th>Assets</th>
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</thead>
<tbody>
<tr>
<td>Buildings and structures</td>
<td>20-50 years</td>
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<tr>
<td>Machinery and equipment</td>
<td>3-15 years</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>10 years</td>
</tr>
<tr>
<td>Other improvements</td>
<td>10-50 years</td>
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<tr>
<td>Storm sewers</td>
<td>25-30 years</td>
</tr>
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<td>Streets</td>
<td>25 years</td>
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<tr>
<td>Street lights</td>
<td>25 years</td>
</tr>
<tr>
<td>Distribution and collection</td>
<td>30-50 years</td>
</tr>
<tr>
<td>systems</td>
<td></td>
</tr>
</tbody>
</table>

IV. INVENTORY RECORD OF ASSETS

The City’s fixed asset system will serve as the inventory record for capital assets. Each asset in the fixed asset system will include: description, year of acquisition, cost or estimated cost, estimated useful life, current net book value and accumulated depreciation. The inventory record will also identify the division that uses the asset.

Land is capitalized (but not depreciated) and tracking is maintained by the City’s fixed asset system.

V. DEPRECIATION DEFINITION

Depreciation is the process of allocating the cost of tangible property over a period of time rather than deducting the cost as an expense in the year of acquisition.
It is the City’s policy to use the straight-line depreciation method. The basis of the asset is written off evenly over the useful life of the asset. The same amount of depreciation is taken each year. In general, the amount of annual depreciation is determined by dividing an asset’s depreciable cost by its estimated life. The total amount depreciated can never exceed the asset’s historic cost.

To avoid the complications of depreciating each asset from the specific date on which it is placed in service, the City will utilize a Mid-Month Convention. Under this convention, property placed in service at any time during a given month is treated as if it had been placed in service on the 16th day of the month. For example, if the asset is purchased in January, the calculation of depreciation would start on January 16th. If the property is disposed of before the end of the estimated useful life, depreciation would only be taken for the first 15 days of the month.

To calculate depreciation on a capital asset, the following factors must be known:

- Date the asset was placed in service
- Cost or acquisition value
- Estimated useful life, and
- Depreciation method (straight-line)

VI. Determining Assets Cost

Capital assets are recorded at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then fair-market value of the non-cash payment or consideration determines the asset’s cost or acquisition value. When the value of consideration paid can’t be determined, the asset's fair-market value determines its cost. With few exceptions, an asset’s cost should also include necessary costs incurred to place the asset in service. These costs would include the invoice price plus incidental costs such as insurance during transit, freight, capitalized interest, duties, title search, registration fees, and installation costs. Exceptions to this rule include interest expenses associated with deferred payments and real estate taxes paid, in any, in the acquisition of property.

VII. CAPITAL ASSET CLASSES

A. Recording of Land
Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost until disposal. If there is a gain or loss on the sale of land, it is reported as a special item in the statement of activities.

B. Recording Land Improvements
Land improvements include items such as excavation, non-infrastructure utility installation, driveways, sidewalks, parking lots, flagpoles, retaining walls, fencing, signs, outdoor lighting, and other non-building improvements intended to make the land ready for its intended purpose.
C. **Recording Intangible Assets**
Intangible assets are to be capitalized and recorded based upon the historical cost. Easements will be capitalized and depreciated with the project to which the easement relates.

D. **Recording Buildings**
Buildings should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated because projects usually consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures and equipment. In addition, buildings include components such as roof, air conditioner system, etc. that should be recorded separately when significant because these building components have different useful lives. The value of each component needs to be determined and placed within its own category.

E. **Recording Building Improvements**
Building improvements that extend the useful life should be capitalized. Examples of building improvements include re-roofing projects, and major structural building components. Items that are normal upkeep or replacements will be included in the operating budget. Examples of these items are window replacement, carpet replacement, and interior remodeling.

F. **Recording Construction in Progress**
Construction in progress should be capitalized and not depreciated. It should be reported with land and other non-depreciating assets at the government wide level. Unspent debt proceeds from capital assets related debt are reported in the net assets section of the statement of net assets as “restricted for capital projects”.

G. **Recording Machinery and Equipment (Including Office Equipment)**
Assets such as machinery and equipment (that meet threshold levels) should be capitalized and inventoried. Furniture that is purchased in conjunction with new construction or with a purchase of a new building will be added to the full value of the building at the completion of the project.

H. **Recording Vehicles**
Vehicles should be identified, inventoried, and depreciated.

I. **Recording Easements**
An easement is an interest in land owned by another that entitles its holder to a specific limited use of the land. Therefore, easements are not required to be reported unless the City paid for the easement (See Intangible Assets above).

**VIII. Establishing and Setting the Threshold Levels for Recording Capital Assets**

The following elements of useful life and asset costs are established for capitalization of assets:
- **Estimated Useful Life.**
  The first criterion is useful life. An asset must have an estimated useful life greater than one (1) year to be considered for capitalization and depreciation.
Assets that are consumed, used-up, habitually lost or worn out in one year or less will not be capitalized.

- **Asset Cost**
  The second criterion for determining depreciable capital assets is cost. The capitalization threshold is established at an individual cost of $5,000 (amount not rounded).

**IX. Disposition/Sale of Capital Assets**

The City shall dispose of capital assets if the assets are determined to be no longer needed, obsolete, or in a condition beyond repair. When a capital asset is disposed of the Finance Division must be notified by the responsible department or division that had custody of the disposed asset.

Surplus capital assets in a condition for sale are to be sold either at a public auction or using a sealed bid process. All other assets not in a condition for sale may be disposed of by following are legal requirements for disposal. In all instances, the City shall abide by Minnesota Statutes in regards to disposal/sale of capital assets.

Approved: /s/ Steven L. Devich

______________________________  City Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the third amendment to the Site Lease Agreement at 6700 Portland Avenue between the City of Richfield and Sprint Spectrum Realty Company, LP (successor in interest to Sprint Spectrum LP) to reimburse the City for past electrical use.

EXECUTIVE SUMMARY:
On April 26, 2001, the City of Richfield entered into a Site Lease Agreement with Sprint Spectrum LP (Tenant) at the 6700 Portland Avenue location. The Site Lease Agreement allowed the Tenant to erect a cellular telephone antenna system on the communications tower located at the 6700 Portland Avenue location. The Site Lease Agreement states the Tenant is required to separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

As a result of a walk through with another prospective cellular tenant, staff became aware that the Tenant was not separately metering its electrical use and that this had been going on since 2011. Staff contacted the Tenant and they has agreed to pay the City a one-time payment of $16,330 for power consumption for the period June 1, 2011 to April 30, 2017. In addition, the Tenant will, beginning May 1, 2017, pay the City a monthly electrical utility usage fee in the amount of $230.00 until a separate electrical utility meter is installed. The City has established a deadline of August 1, 2017 for the installation of the separate electrical utility meter.

RECOMMENDED ACTION:
By Motion: Approve the third amendment to the Site Lease Agreement at the 6700 Portland Avenue location between the City of Richfield and Sprint Spectrum Realty Company, LP (successor in interest to Sprint Spectrum LP).

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • N/A

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
C. CRITICAL TIMING ISSUES:
   • The lease amendment has established a deadline of August 1, 2017 for the Tenant to complete the installation of a separate electrical utility meter.

D. FINANCIAL IMPACT:
   • The City will receive a one-time payment of $16,330 for power consumption between June 1, 2011 and April 30, 2017.
   • The Tenant will pay the City $230.00 monthly electrical usage fee beginning May 1, 2017.

E. LEGAL CONSIDERATION:
   • The City Attorney has reviewed the third amendment to the Site Lease Agreement.

ALTERNATIVE RECOMMENDATION(S):
   • N/A

PRINCIPAL PARTIES EXPECTED AT MEETING:
   N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>City Hall Sprint Third Lease Amendment</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
THIRD AMENDMENT TO SITE LEASE AGREEMENT
AND SETTLEMENT AND RELEASE AGREEMENT

BETWEEN THE CITY OF RICHFIELD
AND SPRINT SPECTRUM LP

This Third Amendment to the Site Lease Agreement and Settlement and Release Agreement (this “Third Amendment”) is made effective as of the ____ day of ______________, 2017 (“Effective Date”), by and between the City of Richfield, a Minnesota municipal corporation (“Landlord”) and Sprint Spectrum Realty Company, LLC, (formerly organized as a limited partnership) a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Site Lease Agreement dated April 26, 2001 (the “Original Lease”), as amended by that certain First Amendment to Site Lease Agreement dated June 15, 2011 (the “First Amendment”), and as amended by that certain Second Amendment dated September 30, 2015 (collectively, the “Leases”), between Landlord and Tenant, or its predecessor in interest.

WHEREAS, pursuant to the Leases, Tenant leased from Landlord a portion of certain real property, and the portion currently leased is described in Exhibit B-2 of the Second Amendment (the “Leased Premises”).

WHEREAS, Tenant desires to reimburse Landlord for Tenant’s past electrical use at the Leased Premises and Tenant and Landlord wish to amend the Leases to provide for Tenant’s payment of an electrical utility usage fee.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto have agreed as follows:

1. **Tenant’s Use.** Section 5(j) of the Original Lease is amended by adding the following:

   Notwithstanding anything set forth to the contrary in Section 5(j) of the Original Lease, until such time as Tenant installs the separate meter at the Property which shall be no later than August 1, 2017, the cost of power used by Tenant will be paid directly to Landlord as provided herein. In addition to recurring Rent payments as set forth in Section 2 of the Lease, Tenant will pay Landlord, in advance, a monthly electrical utility usage fee in the amount of Two Hundred Thirty and 00/100 Dollars ($230.00) for Tenant’s power consumption at the Leased Premises (“Utility Fee”), partial months to be prorated. The Utility Fee payment will commence effective May 1, 2017 (“Utility Fee Commencement Date”), and continue to be due on or before the 1st day of each month until such time that Lessee installs the separate meter and obtains its utility service directly from the servicing utility provider.

2. **Settlement and Release.** Within thirty (30) days of the Effective Date of this Third Amendment, Tenant shall make a one-time payment in the amount of Sixteen Thousand Three
Hundred Thirty and 00/100 Dollars ($16,330.00) for Tenant’s power consumption at the Leased Premises for the period June 1, 2011 through April 30, 2017 (the “Past-Due Utility Fees”). Tenant’s payment of the Past-Due Utility Fees shall serve as full payment and satisfaction of any and all amounts owed with respect to Tenant’s utility usage from the Effective Date of the Original Lease through April 30, 2017. In consideration of Tenant’s payment of the Past-Due Utility Fees and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Landlord, Landlord, for itself and all of its officers, directors, employees, agents, affiliates and successors and assigns, and on behalf of the City of Richfield, release and forever discharge Tenant and all of its partners, subsidiaries, affiliates, parent companies, agents, officers, directors, successors and assigns, from and against any and all claims for payment due relating to Tenant’s utility usage at the Leased Premises from the Effective Date of the Original Lease through April 30, 2017. Landlord and Tenant agree that Tenant’s agreement to pay the Past-Due Utility Fees shall not be construed as an admission of liability or any wrongdoing or violation of any law or ordinance on the part of Tenant, or its affiliates or related parties. The foregoing release shall not include any action to enforce the terms of this Agreement. Payment shall be remitted to the City of Richfield, 6700 Portland Avenue South, Richfield, Minnesota 55423.

3. **Reaffirmation: Intention to be Bound.** Except as provided in this Agreement, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease are true and accurate as of the Effective Date. The parties executing this Agreement, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

4. **Confidentiality.** The parties shall not, except as required by law, publicize or disclose to any person any term of this Agreement or the facts or circumstances relating to any asserted or potential claims which is the subject matter of this Agreement.

5. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

6. **Non-Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

7. **Amendments and Waivers.** This Agreement constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the parties which expressly states that modification of this Agreement is intended.

8. **Knowing and Voluntary Execution.** This Agreement has been read in its entirety and has been knowingly and voluntarily executed by the parties, both of which have had the opportunity to consult with an attorney prior to executing this Agreement.
9. **Governing Law; Venue.** This Agreement shall be interpreted and governed in accordance with Minnesota law, without giving effect to its conflict of law provisions. Any dispute arising from or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Hennepin County, Minnesota.

10. **Severability.** In the event that any of the provisions of this Agreement are held invalid or unenforceable, all other provisions shall continue in full force and effect and this Agreement shall be construed as if such provision or term had never been contained herein.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. **Ratification; Conflict.** To the extent not amended by the terms of this Agreement, the terms of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Lease and this Agreement, the terms and conditions of this Agreement shall supersede and govern.

The parties have caused this Third Amendment to the Site Lease Agreement and Settlement and Release Agreement to be executed as of the Effective Date.

Landlord:

City of Richfield,  
a Minnesota municipal corporation

By:  
Its: Mayor

By:  
Its: City Manager

Date:

Tenant:

Sprint Spectrum Realty Company, LLC,  
a Delaware limited liability company

By:  
Name: Amanda K. Herman  
Its: Manager, Real Estate

Date: 5/15/2017
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing the City of Richfield to enter into a contract with Hennepin County for Sentencing to Service program services not to exceed $74,214.40 in 2017 and not to exceed $76,440.00 in 2018.

EXECUTIVE SUMMARY:
For the past 12 years the City of Richfield has contracted with Hennepin County's Sentencing to Service (STS) program to perform labor intensive Public Works tasks. STS crews are performing court-ordered community service and are given tasks that require manual labor that may utilize hand tools. Typical labor intensive tasks performed by STS crews are, but not limited to, the following:
- Hand shoveling snow from bus stops;
- Picking trash along freeways, parks, and ponds;
- Set-up and clean-up at the 4th of July Celebration; and
- Weed removal and trimming.

RECOMMENDED ACTION:
By Motion: Approve a resolution authorizing the City of Richfield to enter into Contract No. A166477 with Hennepin County for Sentencing to Service program services not to exceed $74,214.40 in 2017 and not to exceed 76,440.00 in 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - Many other cities/agencies participate in this program, including:
     - Bloomington;
     - St Louis Park;
     - Minneapolis;
     - St Paul;
     - Mn/Dot; and
     - Three Rivers Park District.
   - Richfield has utilized STS services for the past 12 years.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- City policy encourages mutually beneficial joint agreements with other agencies.

C. **CRITICAL TIMING ISSUES:**
- The existing contract with Hennepin County has expired.

D. **FINANCIAL IMPACT:**
- Funding for STS is included in the approved budgets from the following Public Works Divisions:
  - Street Maintenance
  - Park Maintenance
  - Storm Sewer
  - Sanitary Sewer

E. **LEGAL CONSIDERATION:**
- Contracts or purchases greater than $100,000 must be submitted to the City Council for approval.

**ALTERNATIVE RECOMMENDATION(S):**
- Council may choose not to approve the contract; however, STS crews provide an excellent service that cannot be obtained elsewhere.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
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<th>Type</th>
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<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<tr>
<td>STS Contract</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>STS Task List</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO HENNEPIN COUNTY CONTRACT NO A166477 WITH THE COUNTY OF HENNEPIN, STATE OF MINNESOTA FOR SENTENCING TO SERVICE (STS) PROGRAM SERVICES THROUGH DECEMBER 31, 2018.

WHEREAS, Hennepin County Community Corrections operates the Sentencing to Service (STS) general work program, which uses offenders who are working off court-obligations for low level offenses; and

WHEREAS, many other cities participate successfully in this program including Bloomington, St. Louis Park, Minneapolis, St. Paul, Mn/DOT, and Three Rivers Park District; and

WHEREAS, the City of Richfield has used these forces for many years to help clean-up after the Fourth of July celebration and to help with labor intensive projects that helps reduce the number of full-time staff needed to accomplish these tasks; and

WHEREAS, STS crews provide an excellent service at a very inexpensive cost that could not be obtained elsewhere.

NOW, THEREFORE, BE IT RESOLVED, that the Richfield Mayor and City Manager are hereby authorized and directed for and on behalf of the City of Richfield to execute and enter into Contract No A166477 between the City of Richfield and the County of Hennepin, State of Minnesota for Sentencing to Service Program Services through December 31, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of May, 2017.

Pat Elliott, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
SENTENCING TO SERVICE PROGRAM
SERVICES AGREEMENT
WITH THE CITY OF RICHFIELD

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 Department of Community Corrections and Rehabilitation, C-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487 ("DEPARTMENT"), and the CITY OF RICHFIELD, 6700 Portland Avenue South, Richfield, Minnesota 55423 ("CITY").

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

WHEREAS, the CITY wishes to purchase the services of the STS Program;

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

1. TERM AND COST OF THIS AGREEMENT

This Agreement shall be in effect from January 1, 2017 through December 31, 2018, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed One Hundred Fifty Thousand Six Hundred and Fifty-Four Dollars and Forty Cents ($150,654.40).

2. SERVICES TO BE PROVIDED

The CITY wishes to utilize the services of the STS Program participants to perform labor for forestry, park maintenance, and utility maintenance related projects (the "Work"). The specific services to be performed are more thoroughly described in Exhibit A, attached hereto and incorporated herein by reference.

3. RESPONSIBILITIES OF THE DEPARTMENT

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

A. Provide one (1) work crew, four (4) days per week, at a rate of Three Hundred Fifty-Six Dollars and Eighty Cents ($356.80) for the period January 1, 2017 through December 31, 2017, for a minimum of six (6) hours per day, excluding paid breaks. A work crew will consist of an average of six (6) participants per day.

B. Provide one (1) work crew, four (4) days per week, at a rate of Three Hundred Sixty-Seven Dollars and Fifty Cents ($367.50) for the period January 1, 2018 through December 31, 2018, for a minimum of six (6) hours per day, excluding paid breaks. A work crew will consist of an average of six (6) participants per day.

C. Provide COUNTY employed crew leader who will be responsible for the transportation, instruction, and supervision of the STS Program work crew.

D. Provide required personal safety equipment and clothing needed for specific work.

E. Provide basic landscaping tools and equipment needed for specific work.

F. Train each STS Program work crew in necessary safety principles and techniques.
G. Provide quarterly reports to the CITY that show the number of days worked and total hours of service received.

H. Assume all medical liability for the STS Program participants.

4. RESPONSIBILITIES OF THE CITY

The CITY agrees to the following:

A. Obtain all necessary permits or licenses or special authority for all Work.

B. Assign all work and coordinate material purchases and delivery for projects to be performed.

5. COST AND PAYMENT FOR SERVICES

A. The CITY shall pay the COUNTY

   1. A rate of Three Hundred Fifty-Six Dollars and Eighty Cents per crew, per day, with an annual cost not to exceed of Seventy Four Thousand Two Hundred and Fourteen Dollars and Forty Cents ($74,214.40) in 2017 for the services described in this Agreement.

   2. A rate of Three Hundred Sixty-Seven Dollars and Fifty Cents per crew, per day, with an annual cost not to exceed of Seventy Six Thousand Four Hundred and Forty Dollars ($76,440) in 2018 for the services described in this Agreement.

B. The COUNTY shall bill the CITY for all applicable taxes.

C. Payment for services performed by the COUNTY shall be paid by the CITY within thirty (30) days from the date of invoice. The COUNTY will invoice for services at the end of each calendar quarter.

6. INDEPENDENT CONTRACTOR

Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. Each party is and shall remain an independent contractor for all services performed under this Agreement. Each party shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel or other persons engaged in the performance of any work or services required by a party will have no contractual relationship with the other party and will not be considered employees of the other party.

7. INDEMNIFICATION

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

8. DATA PRACTICES

(STS Form/Governmental Unit Svcs Agr–Revised 3/2016)
Both parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy and confidentiality.

9. **SUBCONTRACTING AND ASSIGNMENTS**

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

10. **MERGER AND MODIFICATION**

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

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

11. **DEFAULT AND CANCELLATION**

   A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless the default is excused by the nondefaulting party, the nondefaulting party may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure of the CITY to comply with the terms of this Agreement shall be just cause for the COUNTY to immediately cease providing services under this Agreement until the CITY’s compliance.

   B. The above remedies shall be in addition to any other right or remedy available to the parties under this Agreement, law, statute, rule, and/or equity.

   C. Either party’s failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.

   D. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

12. **CONTRACT ADMINISTRATION**

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

CITY PROJECT AND BILLING CONTACT:
Mark Hall, Operations Manager
City of Richfield
1901 East 66th Street
Richfield, MN 55423
Office: 612-861-9173             Mobile: 612-221-6222             FAX: 612-861-9181
mhall@cityofrichfield.org

(_STS Form/Governmental Unit Svcs Agr–Revised 3/2016)
13. **NOTICES**

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

14. **MINNESOTA LAWS GOVERN**

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

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COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney’s Office

______________________________  By: _______________ _______________________
Chair of Its County Board

Date: _________________________  Date: _____________________________________

ATTEST: _________________________________  
Deputy/Clerk of County Board

Date: _________________________________

And: _________________________________  
Assistant/Deputy/County Administrator

Date: _________________________________

CITY OF RICHFIELD
The CITY warrants that the person who executed this Agreement is authorized to do so as required by applicable articles, bylaws, resolutions, or ordinances.*

By: ____________________________________
Its: ____________________________________
Date: ____________________________________

And: ____________________________________
Its: ____________________________________
Date: ____________________________________

*The CITY shall submit applicable documentation (articles, bylaws, resolutions, or ordinances) that confirms the signatory’s delegation of authority. This documentation shall be submitted at the same time this Agreement is returned to the COUNTY.
### EXHIBIT A: SERVICES TO BE PROVIDED

City of Richfield  
6700 Portland Avenue South  
Richfield, Minnesota 55423

<table>
<thead>
<tr>
<th>Description of Work to be Performed</th>
<th>Non-Taxable</th>
<th>Taxable</th>
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<tbody>
<tr>
<td>Landscape Maintenance Services</td>
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<tr>
<td>Lawn Mowing Services</td>
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<td>Forestry and Park Maintenance Services</td>
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<tr>
<td>Snow Shoveling Services</td>
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</tbody>
</table>

Hennepin County provides certain services that are taxable in the State of Minnesota. Appropriate sales tax will be charged for all taxable services provided. Please consult the Minnesota Department of Revenue Sales & Use Tax guides (available at http://taxes.state.mn.us) for information on taxability of specific services.
TASKS FOR SENTENCING TO SERVICE

• Mowing and picking up trash at City-owned vacant lots on 18th Ave.
• Shoveling snow at bus stops and fire hydrants
• Weed control along curb lines
• Picking up trash along freeway fences and on minor arterial roads
• Washing and cleaning City equipment
• Clean garage stalls
• Trimming along freeway fences
• Weed control around ball field fences
• Clean tennis courts
• Clean tot lots and park trash pickup
• Weed whip parks and freeway fences
• Sweep slabs under bleachers
• Clean and wash park buildings
• 4th of July setup and cleanup
• Half-Marathon setup and cleanup
• Clean Ice Arena
• Shovel gate boards
• Restore and paint picnic tables
• Paint park buildings
• Shovel debris out of catch basins
• Clean under bridge decks
• Paint Garage building
• Cleanup trash around storm water ponds
• H U B garbage
• Wood chipping along 77th street wall
• Rebuild retaining walls
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing the City of Richfield to enter into a Safety Grant Agreement to accept grant funds, totaling $7,500, from the Minnesota Department of Labor and Industries to be used towards the purchase of a valve maintenance trailer.

EXECUTIVE SUMMARY:
The City applied for and was awarded a $7,500 Safety Grant from the Minnesota Department of Labor and Industry. This grant will be used toward the purchase of a valve maintenance trailer to be used by the Utilities Division. The trailer will be utilized to hydraulically exercise (turn) water valves rather than exercising the valves by hand. The Utilities Division currently manually exercises more than 500 valves each year.

RECOMMENDED ACTION:
By Motion: Approve a resolution authorizing acceptance of grant funds from the Minnesota Department of Labor and Industries for $7,500 to be used towards the purchase of a valve maintenance trailer.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • The Department of Labor and Industry announced grant availability January 2017.
   • The Utilities Division applied for the grant in April 2017.
   • The City of Richfield was notified of grant award on April 28, 2017.

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

C. CRITICAL TIMING ISSUES:
   • The funds must be spent within 120 days of a signed agreement.
   • Purchase of equipment and material must be made in the year in which they are budgeted.

D. FINANCIAL IMPACT:
- Total cost of the valve maintenance trailer is $59,375.
- The remaining cost of the trailer is identified in the Water Utilities Budget, line item 51000-7400.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed the agreement and the agreement has been executed.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**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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<tr>
<td>Agreement</td>
<td>Backup Material</td>
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</tbody>
</table>
RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A SAFETY GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF LABOR & INDUSTRY FOR $7,500 TO BE USED FOR PURCHASE OF A SINGLE VALVE MAINTENANCE TRAILER.

WHEREAS, the Richfield Water Division has applied for and received a Safety Grant for $7,500 from the Minnesota Department of Labor & Industry; and

WHEREAS, The City intends to purchase a single valve maintenance trailer that will allow for staff to more efficiently turn valves on the water main lines in order to ensure they are operating correctly; and

WHEREAS, Minnesota statute 465.03 requires every acceptance of a grant or devise of real personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.

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

1. The Mayor and City Manager are authorized to enter into the Safety Grant Agreement with the Department of Labor & Industry for $7,500.
2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and terms described by the Minnesota Department of Labor & Industry.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of May, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Labor and Industry, Occupational Safety and Health Consultation Unit ("State") and CITY OF RICHFIELD UTILITIES ("Grantee").

Recitals

1. Under Minn. Stat. § 79.253 the State is empowered to enter into this grant.
2. The State deems the performance of the safety grant project hereunder to be important to the safety of workers.
3. The Grantee represents that it is duly qualified and agrees to implement the project described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract
1.1 Contract Effective date: This Grant Contract shall be effective upon the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, Subd. 2. The Grantee understands that no work relying on this Grant Contract should begin until all required signatures have been obtained and Grantee is notified by the State's Authorized Representative.
1.2 Contract Expiration date: One Year after the effective date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract:

2 Grantee’s Duties
2.1 The Grantee, who is not a state employee, will: perform and complete the single valve maintenance trailer purchase and implementation project activities according to the project description incorporated herein (16) and submitted in the grant application.
2.2 Project Completion Date: 120 days after the effective date of the contract, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The project completion date can only be extended by request and must be received prior to the original project completion date. Said requests for extension will only be considered when circumstances exist that were not created by the grantee but are preventing the grantee from meeting the project completion date. Said extension(s), however, cannot extend the project completion date beyond the contract expiration date.

3 Time
The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment
4.1 Consideration. The State will reimburse project costs under this grant contract as follows:
   Reimbursement. The Grantee will be paid up to $7500.00 per 4.2. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.
4.2. Payment
   Invoices. Subject to item 5, “Conditions of Payment”, the State will promptly pay the Grantee, after the Grantee presents proof of payment/receipts and the certification of completion form, and the requirements of the project have been met, for the project costs expended and the State’s Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:
   Proof of payment/receipt(s) upon project completion and certification.
11 Workers' Compensation
The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement
12.1 Publicly. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue
Minn. Stat. without regard to its choice-of-law provisions governs this grant contract. Venue for all legal proceedings out of this grant contract, if any, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination
14.1 Termination by the State. The State may cancel this grant contract at any time, with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment determined on a pro rata basis, for items which accomplish safety goals, not to exceed 30% of the project’s original funding.
14.2 The State may cancel this Grant Contract immediately if the State finds that there has been a failure to comply with the provisions of this Grant Contract, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure
Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Other Provisions
Incorporation by reference – The safety grant project description in the proposal submitted to State on March 27, 2017 is attached and hereby incorporated by reference.

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: [Signature]
Date: 4-28-17

Grant contract No. _124320_ P.O No. _3000010642_

2. Grantee
The Grantee certifies that the appropriate person(s) have executed this grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: [Title]
Date: [Date]

By: Steven L. Devick
Title: City Manager

3. State Agency

By: [Signature]
Title: Commissioner
Date: 5-8-17

Distribution: Agency
Grantee
State’s Authorized Representative - Photo Copy

By: Pat Elliott, Mayor
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 23, 2017.

EXECUTIVE SUMMARY:
On April 21, 2017, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 23, 2017. They will serve wine and beer from 5:00 p.m. to 10:30 p.m. on Friday, June 23, 2017, only. No other intoxicating liquor beverages will be permitted.

They will be having food trucks providing food for the event. The Academy of Holy Angels has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The Academy of Holy Angels had this event in 2016. They had alcohol served from a licensed caterer, so they did not have to get approval from the Council.

RECOMMENDED ACTION:
By Motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels, located at 6600 Nicollet Avenue South, for their Holy Angels Rock the Lawn event taking place Friday, June 23, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The applicant has satisfied the following requirements for the issuance of this license:
     - The required licensing fee has been paid.
     - Proof of liquor liability insurance has been provided showing West Bend Mutual affording the coverage.
     - They included a diagram of where the alcohol will be served and consumed as well as how
ID's will be checked and how they will be monitoring sales and consumption.
- They have contracted with the City of Richfield Police to provide security for the event.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. CRITICAL TIMING ISSUES:
- There are no critical timing issues.

D. FINANCIAL IMPACT:
- The required licensing fees have been received.

E. LEGAL CONSIDERATION:
- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):
- The Council could decide to deny the approval of the Temporary On Sale Intoxicating Liquor license for the Academy of Holy Angels. This would mean the applicant would not be able to serve wine or strong beer; however, Public Safety has not found any basis for denial.

PRINCIPAL PARTIES EXPECTED AT MEETING:
Academy of Holy Angels staff has been notified of the date of this meeting.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a first reading of a transitory ordinance vacating 17th Avenue South street right-of-way adjacent to the proposed Plaza 66 commercial development (approx. 66th Street and 17th Avenue) and schedule a public hearing and second reading for June 13, 2017.

EXECUTIVE SUMMARY:
Interstate Development (the Developer) is proposing a multi-tenant commercial building along 66th Street, between 16th Avenue and Richfield Parkway. The Developer has purchase agreements in place for all properties within the project boundary and is requesting the vacation of the right-of-way immediately adjacent. This right-of-way currently provides access to two homes at 6608 and 6614 17th Avenue. These properties and the right-of-way are proposed to be incorporated into the development and there will no longer be a public need for the street right-of-way.

17th Avenue South (the right-of-way at issue) is already a dead-end at this location. The recommended action would simply move the dead-end approximately 125 feet further to the south since it would no longer serve the two homes.

RECOMMENDED ACTION:
By motion:
1. Conduct a first reading of a transitory ordinance vacating Harriet Avenue street right-of-way as legally described; and
2. Call for a public hearing and second reading to be held on June 13, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - In the past, 17th Avenue offered a direct connection to 66th Street. Construction of the Richfield Parkway roundabout eliminated that connection over 10 years ago. The area proposed to be vacated currently serves only two homes and those homes will be removed as part of the proposed project.
   - There are utilities within the right-of-way. Drainage and utility easements must be dedicated in the proposed plat. Approval of this vacation shall be contingent upon this dedication.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
The Council may by ordinance vacate a street, alley, public grounds or a part thereof, on its own motion or upon the petition of the owners of half of the land abutting the street, alley, public grounds or part thereof, to be vacated.

The Housing and Redevelopment Authority is the owner of more than 50% of the land abutting the right-of-way and approved a petition requesting the vacation on May 15, 2017.

No vacation may be made unless it appears to be in the interest of the public to do so.

Easements for identified utilities and drainage must be dedicated in the plat.

C. CRITICAL TIMING ISSUES:

- **60-DAY RULE:** The 60-day clock 'started' on April 10, 2017 when a complete application was received. A decision must be made by June 9, 2017 or the Council must notify the applicant that it is extending the deadline by up to an additional 60 days.
- This vacation shall be contingent upon the dedication of drainage and utility easements in the final plat.

D. FINANCIAL IMPACT:

- The required application fee has been paid.

E. LEGAL CONSIDERATION:

- Notice of the public hearing shall be published in the *Sun Current* newspaper, as required.
- The City Attorney's office has reviewed the proposed vacation.

ALTERNATIVE RECOMMENDATION(S):

- Deny the first reading with a finding that the vacation would not be in the public interest.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Lonnie Provencher, Interstate Development

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>DRAFT Transitory Ordinance</td>
<td>Ordinance</td>
</tr>
<tr>
<td>Proposed Vacation Area - Adjacent Property Ownership</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Survey of Existing Conditions</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Proposed Preliminary &amp; Final Plat</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
DRAFT

BILL NO.

TRANSITORY ORDINANCE NO. ______

AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY EASEMENTS
(17TH AVENUE FROM 66TH STREET
TO THE SOUTHERN BOUNDARY OF 6614 17TH AVENUE)

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1: The following described lands are subject to the easements as described below for public street right-of-way purposes (“Street Easement”):

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

Sec. 2: The Street Easement is not required for access to the abutting properties.

Sec. 3: The following public facilities are located in the Street Easement: water main, storm sewer, sanitary sewer.

Sec. 4: The City has notified the service providers for gas, electric, telephone, and cable communications services of the proposed vacation; the following facilities are reported to be located in the Street Easement: gas, electric, cable.

Sec. 5: The Council finds that there is not a public need for the Street Easement.

Sec. 6. The City of Richfield held the first reading on May 24, 2017 and second reading on __________. Legal notice was published in the City’s official newspaper as required by ordinance.
Sec. 7: The Street Easement is vacated conditioned upon the dedication of drainage and utility easements in the plat.

Sec. 8: The vacation of the Street Easement is effective immediately following the recoding of a final plat for Plaza 66 in Richfield.

Sec. 9: The City Clerk is directed to prepare a certificate of completion of vacation proceedings and to record the vacation in the office of the Hennepin County Registrar of Titles or Hennepin County Recorder, as appropriate.

Passed by the City Council of the City of Richfield, Minnesota this __________, 2017.

__________________________________
Pat Elliott, Mayor

ATTEST:

__________________________________
Elizabeth VanHoose, City Clerk
Area of Vacation
HRA Ownership of 50% of Adjacent Land
KNOW ALL PERSONS BY THESE PRESENTS: That Interstate Industrial, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lots 1, 2, 3, 14, 15, and 16, Block 1, CEDAR-SUNRISE ADDITION

TOGETHER WITH

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the north line of vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said north line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

Has caused the same to be surveyed and platted as PLAZA 66 IN RICHFIELD, and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Interstate Industrial, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _______ day of ____________________, 20___.

SIGNED: Interstate Industrial, LLC
By: [signature]

STATE OF MINNESOTA
COUNTY OF _______

The foregoing instrument was acknowledged before me this _______ day of ____________________, 20___, by Rick M. Blom, a Licensed Land Surveyor.

Notary Public, County, Minnesota
Notary Printed Name
My Commission Expires

RICHFIELD, MINNESOTA

This plat of PLAZA 66 IN RICHFIELD was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting thereof held this ______ day of ____________________, 20___. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Richfield, Minnesota
By: [signature], Mayor
By: [signature], Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _______ day of ___________________, 20___.

Mark V. Chapin, County Auditor
By: [signature], Deputy

SAMBATEK, INC.
ENGINEERING, PLANNING, AND LAND SURVEYING

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _______ day of _________________, 20___.

Chris F. Mavis, County Surveyor
By: [signature]

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of PLAZA 66 IN RICHFIELD was recorded in this office this _______ day of _________________, 20___, at ______ o'clock ____ M.

Martin McCormick, County Recorder
By: [signature], Deputy
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the second reading of an ordinance rezoning properties currently addressed as: 6601 - 16th Avenue, 6609 - 16th Avenue, 6615 - 16th Avenue, 6600 - 17th Avenue, 6608 - 17th Avenue, and 6614 - 17th Avenue from General Business (C-2) to Planned General Business (PC-2) and approval of a resolution for a Planned Unit Development at this same location.

EXECUTIVE SUMMARY:
The six parcels of land immediately south of 66th Street between 16th and 17th Avenues have been zoned for commercial use since 1968. At work sessions on February 9 and April 12, 2016, and January 24, 2017, Interstate Development (the Developer) presented concept plans to the City Council, Housing and Redevelopment Authority, and Planning Commission for a multi-tenant commercial building on these properties. Based on feedback received at these meetings, the Developer has submitted a plan that includes an attractive building with four-sided architecture and direct pedestrian access to 66th Street. The development appropriately responds to the adjacent Three Rivers Regional Trail by providing bicycle access and parking throughout the property. Although no tenants have been announced, the Developer has indicated that a coffee tenant would occupy the western-most space with the drive-thru and that negotiations are underway with a smaller restaurant chain that is not currently operating in or near Richfield for the eastern-most space with patio seating. The proposed plans are consistent with all but two Zoning Code requirements. These requirements can be adjusted under the terms of the Planned Unit Development.

1. Businesses with drive-thru service are conditionally permitted in this District; however, the proposed drive-thru window is 3 feet closer to the adjacent residential property line than permitted by Code (147 ft. vs. 150 ft).
2. The proposed buffer between the parking lot and the adjacent residential property line is 4.5 feet narrower than required (10.5 feet vs. 15 feet).

The intent of these regulations is to protect adjacent residential property owners from nuisances related to headlights and noise. Staff believes that the proposed combination of fencing (8 ft) and landscaping will adequately address potential visual disturbance from vehicles in the parking lot. The component of the drive-thru that does not meet standards is the window, not the order station. The order station is 176 feet from the nearest residential property line and exceeds requirements. The pick-up window, which would not include speaker components will be 3 feet closer to the property line than typically allowed. Given the fact that this is
the window and not the order board, combined with the fact that it is westward facing makes staff confident that this 3-foot adjustment will not harm the adjacent property. While the order board does meet minimum requirements, staff added a stipulation to the resolution requiring that the drive-thru speaker system include Automatic Volume Control (AVC) to adjust based on ambient noise.

Staff and the Developer attended a neighborhood meeting on April 20 to discuss this proposal. A number of area residents also spoke at the public hearing held before the Planning Commission on April 24. The primary concern mentioned was potential traffic increases on 16th Avenue. Noise and light pollution were also mentioned. Community Development and Public Works staff indicated that discussions related to 16th Avenue would continue and the Planning Commission voted (6-1, Hoberg dissenting) to recommend approval of the proposed development.

Community Development, Public Works, and Fire Department staff met to discuss what, if any, measures should be taken to address a potential traffic increase on 16th Avenue. The recommendation of the group is to channelize the exit lane in order to direct traffic north on 16th Avenue. This recommendation and the reasoning behind it was communicated to the neighborhood in writing and at a meeting held on May 16. Staff made clear that the proposed resolution includes a stipulation requiring traffic monitoring after the development opens and that if traffic increases above acceptable residential thresholds, road modifications would be considered. Residents in attendance submitted the attached petition requesting that 16th Avenue be made a dead end south of the development.

**RECOMMENDED ACTION:**
By Motion:
1. Approve the second reading of an ordinance rezoning Lots 1, 2, 3, 14, 15, and 16, Block 1, Cedar Sunrise Addition from General Business (C-2) to Planned General Business (PC-2); and
2. Approve a resolution approving a Planned Unit Development, Conditional Use Permit, and Final Development Plan for a multi-tenant commercial development to be built on properties legally described as Lots 1, 2, 3, 15, and 16, Block 1, Cedar Sunrise Addition, and adjacent right-of-way.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**
- The six properties south of 66th Street between 16th Avenue and 17th Avenue have been zoned for commercial development since 1968.
- The properties have been guided for commercial development in the Comprehensive Plan since 1982.
- The construction of the roundabout at Richfield Parkway and 66th Street resulted in the closing of the northern end of 17th Avenue. Redevelopment of this area would eliminate the need for much of this right-of-way and the Developer has requested its vacation. The Public Works Department is supportive of this request.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- There are a number of sets of review criteria that apply to this proposal. A full discussion of all requirements is included as an attachment to this report. Generally, the criteria require that the Council find that the proposal conforms to the goals and policies of the Comprehensive Plan and Zoning Code without having undue adverse impacts on public health, safety, and welfare.
- Traffic counts were taken on 16th Avenue between 66th and 67th Streets between Thursday, April 27 and Monday, May 1 (see attached record). Residential streets that are not adjacent to major roads typically have volumes around 500 cars per day. The counts taken of between 550 and 675 are typical of residential roads abutting major collectors. The threshold for intervention is 1,000 cars per day.
- Neighbors have expressed concerns about cut-through traffic (westbound 66th Street to southbound Bloomington Avenue). This is expected to be reduced with the 66th Street reconstruction to be completed this summer. The new 66th Street design will include a turn lane from 66th Street to Bloomington Avenue with left-turn phasing.
- The option to dead-end 16th Avenue is not supported by staff primarily due to the negative impacts on emergency response to the area.
- If approved and constructed, staff will monitor traffic volumes and patterns. If volumes were to exceed the residential threshold or other substantial concerns arose, then modifications to 16th Avenue would be considered.

C. CRITICAL TIMING ISSUES:
- A complete application was received and the "60-day clock" started on April 10, 2017. The Council must make a decision, or extend the deadline by an additional 60 days, by June 9, 2017.

D. FINANCIAL IMPACT:
- The required application fees have been paid.
- The HRA approved the sale of 6608 – 17th Avenue and the remnant parcels to the developer on May 15, 2017.

E. LEGAL CONSIDERATION:
- The Planning Commission held a public hearing related to this item on April 27, 2017.
- Notice of the public hearing was published in the *Sun Current* Newspaper and mailed to properties with 350 feet of the proposal.
- Draft Planning Commission minutes are attached.
- Other Actions: Tentative Schedule
  - May 24, 2017
    - Council: 1st reading of ordinance to vacate adjacent right-of-way and utility easements.
  - June 13, 2017 (tentative)
    - Public Hearing to consider preliminary/final plat.

ALTERNATIVE RECOMMENDATION(S):
- Approve the attached ordinance and resolution with modifications.
- Deny the requests with findings that detail how the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:
Lonnie Provencher, Interstate Development

ATTACHMENTS:

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<tr>
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<td>Resolution</td>
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<td>Required Findings</td>
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<td>Planning &amp; Zoning Maps</td>
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<td>Traffic Counts</td>
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<td>Resident Petition</td>
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ORDINANCE NO. ______

AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING LOTS 1-3 AND 14-16, BLOCK 1, CEDAR SUNRISE ADDITION AS PLANNED GENERAL BUSINESS (PC-2)

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 3, Paragraph (75) of Appendix I of the Richfield Zoning Code is amended to read as follows:

(75) M-9 (15th to Cedar Avenue, 16th Avenue and East 66th Street). That area lying between the center lines of 15th and a line 33 feet east of the center line of Cedar Avenue, 16th Avenues, and between the center line of 66th Street and a line distant 250 feet southerly thereof and parallel thereto; except that area where zone PC-2 (5) overlaps with said zone in the block bounded by Cedar and 18th Avenues and by 66th and 67th Streets.

Sec. 2. Section 3, of Appendix I of the Richfield Zoning Code is amended by adding new Paragraphs (93) and (94) as follows:

(93) M-9 (17th Avenue/Richfield Parkway to 18th Avenue, South of 66th). Lots 1-3 and 14-16, Block 2, Wexlers Addn.

(94) M-9 (18th Avenue to Cedar Avenue, South of 66th). That area lying between the center lines of 18th Avenue and a line 33 feet east of the center line of Cedar Avenue, and between the center line of 66th Street and a line distant 250 feet southerly thereof and parallel thereto; except that area where zone PC-2 (5) overlaps with said zone.

Sec. 3. Section 7, of Appendix I of the Richfield Zoning Code is amended by adding new Paragraph (13) as follows:

(13) M-9 (16th to 17th Avenue, South of 66th). Lot 1, Block 1, Plaza 66 in Richfield Addition.

Sec. 4. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.
ATTEST:

Pat Elliott, Mayor

Elizabeth VanHoose, City Clerk
RESOLUTION NO. ______

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
TO BE BUILT AT APPROXIMATELY
66TH STREET AND 16TH AVENUE

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow construction of a multi-tenant commercial building on properties currently addressed as 6601 – 16th Ave., 6609 – 16th Ave., 6615 – 16th Ave., 6600 – 17th Ave., 6608 – 17th Ave., and 6614 – 17th Ave., and adjacent vacated right-of-way. The property is legally described as:

Lots 1-3 and 14-16, Block 1, Cedar Sunrise Addition, Hennepin County, Minnesota; and

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of said Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the east line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said east line of vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its April 24, 2017 meeting; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on April 11, 2017 and published in the Sun-Current on February April 13, 2017; and

WHEREAS, the requested final development plan and conditional use permit meet those requirements necessary for approving a planned unit development as specified in Richfield’s Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No.______, and
WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield’s Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No._____; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

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

1. The City Council adopts as its Findings of Fact the WHEREAS clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved multi-tenant commercial development as described in City Council Report No. ___, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
   • A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
   • Vacation of right-of-way legally described above must be completed.
   • The property must be platted and the plat recorded prior the issuance of a certificate of occupancy.
   • The Developer must continue to work with Community Development and other City staff to finalize the following items. Items must be approved by Community Development prior to the issuance of a building permit.
     o The sidewalk connection directly to the north side door of the full-service restaurant space is required. Continue to discuss landscape, hardscape, and fencing in this area.
     o Continue to discuss direct sidewalk connection from east patio to parking lot.
     o Provide pedestrian access/crossing from 16th Avenue (west side) to building entrances.
     o Continue to discuss final location of transformer and required screening and/or artistic treatment.
     o Coordinate public art, decorative bike racks, and artistic wrap on transformer with City staff.
     o The Developer and City staff will work together to ensure that pedestrians traveling north from 17th Avenue are able to safely cross the eastern drive/exit.
   • Plans must include channelization to prohibit left turns from development south onto 16th Avenue.
   • Odor control systems are required to mitigate cooking odors in accordance with City Code Subsection 544.27.
   • Drive-thru equipment specifications including information about noise levels and volume controls must be approved by the Community Development
Director prior to installation. Equipment must include Automatic Volume Control (AVC). City noise ordinances shall apply.

- An eight foot fence constructed of materials agreeable to owners of 6621 – 16th Avenue and 6620 17th Avenue is required between the development and said properties.
- Separate sign permits are required.
- All new utility service must be underground.
- All utilities must be grouped away from public right-of-way and screened from public view in accordance with Ordinance requirements. A screening plan is required prior to the issuance of a Building Permit.
- The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
- The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City’s Administrative Review Committee Report dated April 3, 2017 and compliance with all other City and State regulations.
- Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
- As-builts or $7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
- The Public Works Department will monitor traffic counts and patterns following completion of the development.

4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.

5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of May, 2017.

Pat Elliott, Mayor
ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
Required Findings

Part 1: The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. The proposed development conforms to the goals and objectives of the City’s Comprehensive Plan and any applicable redevelopment plans. The City’s Comprehensive Plan has designated these parcels as a spot for Community Commercial Business since 1982. In 2011, the City and Hennepin County developed a revitalization plan for the East 66th Street Corridor (66th Street Corridor Revitalization Plan). The Plan identified this southwest corner of the roundabout as a potential area of change, even leaving open the possibility for regional commercial development on a portion of this site. The plans are consistent with City plans that have been in place for many years.

2. The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries. This requirement is met. Drive-thru traffic is limited, pedestrian connections to 66th Street are strong, and bicycle parking is provided throughout the development.

3. The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development. The development is in substantial compliance with the intent of the guiding C-2 District. Departures from requirements are minimal and the proposal meets the intent of requirements.

4. The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development. The City’s Public Works, Engineering, and Recreation Departments have reviewed the proposal and do not anticipate any issues.

5. The development will not have undue adverse impacts on neighboring properties. Undue adverse impacts are not anticipated. The site and the conditions of the resolution are designed to minimize any potential negative impacts on neighboring properties. Exiting traffic will be forced north via channelization within the driveway apron. Existing traffic counts are well-within residential thresholds and no significant change is anticipated. An 8-foot fence combined with landscaping and sound equipment equipped with Automatic Volume Control will protect adjacent residential properties from noise and headlight glare. Lighting plans meet City requirements and full cut-off fixtures will protect neighboring properties from light spill.

6. The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest. The final development plan and
conditional use permit resolution establish conditions sufficient to protect the public interest.

**Part 2:** All uses are conditional uses in the PC-2 District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.

2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* The use is consistent with the intent of the Planned General Business District and the underlying General Business Districts.

3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* See above – Part 1, #1

4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* The proposed development is in substantial compliance with City performance standards. Deviation from Code requirements is requested as follows:
   - Parking lot setback – The applicant has proposed a 10.5-ft. setback from the south property line; the Code requires a 15-ft. setback. The intent of this provision is to provide adequate area to attractively screen the parking lot. The proposed buffer provides 100% screening of the parking lot through a combination of fencing and landscaping. The buffer area is large enough to support the plants selected and will provide an attractive barrier between the development and the homes to the south.

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City’s Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.

6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare from undue adverse impacts.

7. *There is a public need for such use at the proposed location.* See above – Part 1, #1.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.
1. The bearing system for this survey is based on the north line of Block 1, CEDAR-SUNRISE ADDITION having an assumed bearing of North 89 degrees 55 minutes 57 seconds West.

2. A Gopher State One Call (GSOC) request was placed on 02/16/2017, under Ticket Number 170470481 for utility locates on this site. The underground utility locations, shown hereon, if any, are based upon locates from those utility providers that actually performed a locate as a result of this request. Utility suppliers often do not respond to these requests but may provide ambiguous maps, plans, and information shown comprise all such utilities in the area, either in service or abandoned. Utility information shown hereon, if any, is a compilation of this map information and those visible utilities that were located during the survey field work. The surveyor further does not warrant that the underground utilities shown hereon, if any, are in the exact location as indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.

3. Field work was completed on 02/23/2017.

4. The building(s) and exterior dimensions of the outside wall at ground level are shown on the survey. It may not be the foundation wall.

1. The vertical datum is based on NAVD88. The originating bench marks are 2785 D and BR 7269 SE, both referenced from the MnDOT Geodetic Database.

BENCHMARK #1
Sanitary sewer manhole rim elevation at northwest corner of property. Elev.=846.81

BENCHMARK #2
Sanitary sewer manhole rim elevation at northeast corner of property. Elev.=846.29

Survey Notes
1. This survey was completed on 02/15/2017.
2. The building(s) and exterior dimensions of the outside wall at ground level are shown on the survey. It may not be the foundation wall.

Client
INTERSTATE DEVELOPMENT
6390 CARLSON DRIVE
EDEN PRAIRIE, MN 55346

Project
PLAZA 66

Location
RICHFIELD, MN
5W of 66TH ST E and 17TH AVE S

Certification
PRELIMINARY

Sheet Title
EXISTING CONDITIONS

Summary
Rev. 03/26/2017

Revision History
File No. 20706

Sheet No. C2.01
Project No. 20706
IMPROVEMENTS SHOWN ON THE PLANS.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY SUBSURFACE UTILITY DATA. THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL XX. THIS QUALITY LEVEL WAS DETERMINED PROPOSED ZONING REAR YARD EXISTING SITE AREA NUMBER OF PARKING PIPE BOLLARD RETAINING WALL BUILDING EASEMENT PROPERTY LIMIT SIDE YARD SIGN SAWCUT LINE WETLAND LIMITS ADA STALLS VACATED CITY ROW AREA TOTAL SITE AREA BUILDING REQUIREMENTS ZONING SETBACKS TREELINE BITUMINOUS TRAIL EXISTING CONCRETE PAVING STANDARD DUTY ASPHALT PAVING MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS ISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.

1. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. CONSTRUCTION SHALL BE PHOTOGRAPHS DURING AND CONSTRUCT "LITTER OUT" WHERE WATER EXIST FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "LITTER IN" CONSTRUCTION SHALL BE CONTINUED.
3. NAME AREAS TO BE INCLUDED TO THE NEAREST SQUARE FOOT.
4. ALL PARKING SHALL BE 9' IN WIDTH AND 19' IN LENGTH UNLESS OTHERWISE INDICATED.
5. ALL CONCRETE BOLLARDS SHALL BE 6" RISERS W/ 12" TREAD (RAILING DESIGN BY OTHERS).
6. TRANSFORMER PAD (FINAL LOCATION & SIZE TO BE DETERMINED)
7. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
8. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
9. LIGHT POLES (DESIGN BY OTHERS)
10. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
11. WATER POLES (DESIGN BY OTHERS)
12. B-618 CONCRETE CURB AND GUTTER
13. B-612 CONCRETE CURB AND GUTTER
14. FLAT CURB SECTION
15. ACCESSIBLE RAMP (DESIGN PER CITY STANDARDS)
16. ACCESSIBLE SIGNAGE
17. INTEGRAL CURB & SIDEWALK
18. CURB TRANSITION
19. MENU BOARD (SEE ARCHITECTURAL PLANS)
20. LIGHT POLE (DESIGN BY OTHERS)
21. PATIO FENCE (DESIGN BY OTHERS)
22. DRAWN BY JMW
23. SHEET TITLE SITE PLAN
24.はもちろん、画面上の詳細な説明や計画の内容については、具体的な文書や図面を参照してください。
### Luminaire Schedule

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### Plan View

- **Scale:** 1 inch = 30 Ft.
- **Lighting Codes or Ordinances:**
- **General Notes:**
  - A. Pulse Products does not assume responsibility for the interpretation of this calculation for compliance to the local, state, or federal lighting codes or ordinances.
  - B. Lighting layout is not intended for construction documents but only to illustrate the performance of the product.
  - C. All readings/calculations shown are shown on objects/surfaces.
KNOW ALL PERSONS BY THESE PRESENTS: That Interstate Industrial, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lots 1, 2, 3, 14, 15, and 16, Block 1, CEDAR-SUNRISE ADDITION

TOGETHER WITH

That part of vacated 17th Avenue South described as follows:

Beginning at the northeast corner of Block 1, CEDAR-SUNRISE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, thence on an assumed bearing of South 00 degrees 06 minutes 08 seconds East, along the west line of said vacated 17th Avenue South, a distance of 200.47 feet to the southeast corner of Lot 3 of said Block 1; thence North 89 degrees 57 minutes 16 seconds East, along the easterly prolongation of the south line of Lot 3, a distance of 60.00 feet to the intersection of the easterly prolongation of the south line of said Lot 3 with the north line of said vacated 17th Avenue South; thence North 00 degrees 06 minutes 08 seconds West, along said north line of said vacated 17th Avenue South, a distance of 73.86 feet; thence North 25 degrees 26 minutes 49 seconds West a distance of 140.17 feet to the point of beginning.

Has caused the same to be surveyed and platted as PLAZA 66 IN RICHFIELD, and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Interstate Industrial, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _______ day of ____________________, 20___.

SIGNED: Interstate Industrial, LLC

By: ________________________________

STATE OF MINNESOTA
COUNTY OF ________________________________________

The foregoing instrument was acknowledged before me this _______ day of ____________________, 20___, by Rick M. Blom, a Licensed Land Surveyor.

Notary Public,

County, Minnesota

My Commission Expires ____________________

RICHFIELD, MINNESOTA

This plat of PLAZA 66 IN RICHFIELD was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting thereof held this _______ day of ____________________, 20___. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City on the proposed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Richfield, Minnesota

By: ________________________________

Mayor

By: ________________________________

Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _______ day of ____________________, 20___.

Mark V. Chapin, County Auditor

By: ________________________________

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick Blom, Licensed Land Surveyor,

Minnesota License No. 21729

Dated this _______ day of ____________________, 20___.

Rick M. Blom, Licensed Land Surveyor

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick M. Blom, Licensed Land Surveyor

Dated this _______ day of ____________________, 20___.

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _______ day of ____________________, 20___.

Mark V. Chapin, County Auditor

By: ________________________________

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick Blom, Licensed Land Surveyor,

Minnesota License No. 21729

Dated this _______ day of ____________________, 20___.

Rick M. Blom, Licensed Land Surveyor

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick M. Blom, Licensed Land Surveyor

Dated this _______ day of ____________________, 20___.

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _______ day of ____________________, 20___.

Mark V. Chapin, County Auditor

By: ________________________________

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick Blom, Licensed Land Surveyor,

Minnesota License No. 21729

Dated this _______ day of ____________________, 20___.

Rick M. Blom, Licensed Land Surveyor

I hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subdivision 5, are as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rick M. Blom, Licensed Land Surveyor

Dated this _______ day of ____________________, 20___.

CR. DOC. NO. ____________________
Chairperson Vrieze Daniels called the meeting to order at 7:00 p.m.

APPROVAL OF MINUTES
M/Vizecky, S/Rosenberg to approve the minutes of the March 27, 2017 meeting.
Motion carried: 7-0

OPEN FORUM
No members of the public spoke.

PUBLIC HEARING(S)
ITEM #1
17-CUP-02, 17-VAR-01 – Consider a request for a conditional use permit and variances to allow a buffet restaurant to operate in the former Old Country Buffet space at 6601 Nicollet Avenue.
Associate Planner Matt Brillhart presented the staff report and shared a letter from a nearby property owner.

In response to a question from Commissioner Hayford Oleary regarding the odor control complaint process, Brillhart stated that the Zoning Code does not specify a set number of complaints. Staff and the City Attorney concurred that at a minimum, the City would require two unique complaints related to odors from verified addresses within 150 feet of the property before taking action to require installation of odor control equipment.

Nikki Bodurtha (6633 1st Avenue) expressed concerns with the lack of a set process for addressing complaints related to odors.

M/Vizecky, S/Rosenberg to close the public hearing.
Motion carried: 7-0

Commissioner Rosenberg stated concerns with granting a variance justified on the length of time the space had been vacant and stated that the one year rule should be upheld.
M/Vizecky, S/Hayford Oleary to recommend approval of the CUP and variances.  
Motion carried:  6-1 (Rosenberg dissenting)

ITEM #2  
17-RZN-01, 17-CUP-01, 17-FDP-01, 17-PUD-01 – Consider approval of a multi-tenant  
commercial development at 66th Street East, between 16th and 17th Avenues. The  
proposal would replace four existing single-family homes and eliminate approximately  
120 feet of 17th Avenue (in front of 6608 and 6614 - 17th Avenue). This area is currently  
zoned for commercial development.

City Planner Melissa Poehlman presented the staff report. City Engineer Jeff Pearson gave an  
overview of potential traffic impacts and possible mitigation solutions. Community  
Development Director John Stark summarized the recent neighborhood meeting regarding the  
proposal and noted that the proposed 6 foot tall fence could be increased to 8 feet.

In response to a question from Chairperson Vrieze Daniels, Pearson stated that completely  
eliminating the access onto 16th Avenue could put too much pressure on the entrance on  
Richfield Parkway. The effects would have to be studied further.

In response to questions from Commissioner Hayford Oleary, Poehlman stated that lighting  
levels could not exceed 1 footcandle at the property line and the proposal meets this  
requirement. Poehlman stated that the proposal meets the City’s parking requirements.

Ten speakers expressed concerns with the potential for the development to generate  
additional traffic on 16th Avenue and expressed concerns with the drive-thru related to noise  
and privacy. Several suggested closing off 16th Avenue south of the development. One  
speaker adjacent to the development expressed support for the project, conditioned on support  
for an 8-foot fence. One speaker expressed concern with the loss of residences.

The following individuals spoke at the public hearing:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Dan Hinrichs</td>
<td>6638 16th Ave</td>
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<td>Jane Peterson</td>
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<td>Rissa Pahl</td>
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<td>Bill Killian</td>
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<td>Courtney Zellmer</td>
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<td>Kim Houle</td>
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<td>Tyler Hoyt</td>
<td>6621 16th Ave</td>
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<tr>
<td>David Vrchota</td>
<td>6614 17th Ave</td>
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<tr>
<td>Terry Straub</td>
<td>7430 Portland Ave</td>
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Lonnie Provencher of Interstate Development presented a sketch of possible options for traffic  
control modifications on 16th Avenue.

M/Vizecky, S/Rosenberg to close the public hearing.
In response to a question from Chair Vrieze Daniels, Engineer Pearson stated that the City was not prepared to take a position on the full closure of 16th Avenue at this time, as it would need to be reviewed by the Engineering, Maintenance, Public Safety, and Fire Departments. Chair Vrieze Daniels suggested tabling the item until the May Planning Commission meeting so those questions could be resolved. Commissioner Hoberg concurred. Commissioners Hayford Oleary and Vizecky countered that the development had been in the works for some time and had already made revisions to improve the project. Vizecky stated that the development itself was unlikely to change and that traffic flow and street closures were not the function of the Planning Commission. Poehlman stated that the resolution as written included a stipulation that the access on 16th be channelized in some way, and stated that revisions could be included when the item goes before the City Council for a second reading.

M/Vizecky, S/Hayford Oleary to recommend approval of the land use applications.

Commissioner Hayford Oleary inquired if tenants were required to use doors facing 66th Street. Poehlman responded in the affirmative and noted there might be one tenant in the middle of the building that does not have a door facing the street. Commissioner Hayford Oleary also noted the lack of a pedestrian connection from the 16th Avenue sidewalk.

Motion carried: 6-1 (Hoberg dissenting)

OTHER BUSINESS
ITEM #3
PC LETTER #5 – Consider the attached resolution finding that the sale of 6608 17th Avenue and the adjacent remnant parcels by the Housing and Redevelopment Authority for future redevelopment as a commercial property is consistent with the Richfield Comprehensive Plan.
Poehlman presented the staff report.

M/Vizecky, S/Hayford Oleary to approve the resolution. Motion carried: 7-0

LIAISON REPORTS
Community Services Advisory Commission: Chairperson Vrieze Daniels – parks master plan
City Council: Commissioner Rosenberg – No report
HRA: Commissioner Hoberg – Seasons Park apartments sold to Aeon
Richfield School Board: Commissioner Kitzberger – No report
Transportation Commission: Commissioner Hayford Oleary – No report
Chamber of Commerce: Commissioner Vizecky – Salute to Small Businesses event on 4/26

CITY PLANNER’S REPORT
There is a survey/map online regarding the Comprehensive Plan update.

ADJOURNMENT
M/Vizecky, S/Rosenberg to adjourn the meeting.

The meeting was adjourned by unanimous consent at 8:34 p.m.
April 24, 2017

Gordon Vizecky
Secretary
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*Counts for 4/27 and 5/1 combined to form full day data*
On April 24, at the planning commission meeting, on concerns about uncontrollable traffic on 16th ave, due to the new development, the developer suggested a dead end to the north end of 16th. The following is a list of our neighbors who would agree with this decision.

- Gary Feldman 6644 16th Ave
- Laurelle 6645 16th Ave S
- Christine Wieden 6638 S, 17th Ave

- Will Stimpson 6620 16th Ave S
- Darshan Jagi 6632 16th Ave S
- Beth Cepeland 6627 16th Ave S
- Jane Nelson 6639 16th Ave S
- Li-Shun 6639 15th Ave S
- Paul Nelson 6677 16th Ave S
- Lynn Nelson 6633 16th Ave S
- Louis

- Country Zeller 6621 16th Ave S
- Felipe 6621 16th Ave S

- Kamala Jagi 6632 16th Ave S
- Malika Jagi 6632 16th Ave S
- Dinesh Jagi 6632 16th Ave S
- Cody Cunningham 6626 16th Ave S
- Michelle Cunningham 6626 16th Ave S

- Lady V Jogi 6632 16th Ave S
- Rosalyn Novich 6638 16th Ave S
- Keith Palmer 6645 16th Ave S
- David Crystal 6639 17th Ave S
- Rick 6626 17th Ave S
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing the City of Richfield to accept a Center for Prevention at Blue Cross Blue Shield Grant for $20,500 to be applied toward installation, education, and evaluation of temporary pedestrian crossings of Nicollet Avenue.

EXECUTIVE SUMMARY:
The City applied for and was awarded an Active Place Demonstration Grant from the Center of Prevention at Blue Cross Blue Shield of Minnesota (BCBS) in the amount of $20,500.

The proposed pedestrian demonstration project consists of three enhanced pedestrian crosswalks that link identified racially concentrated area of poverty to two major destinations -- Augsburg Park and Augsburg Park Public Library. In addition to the crossings of Nicollet Avenue, crosswalk safety education events and a study of the effectiveness of the crossings are proposed. The enhanced crosswalks on Nicollet Avenue are proposed at 71st, 72nd, and 73rd Streets and include striping, delineators, and refuge islands constructed in a temporary condition.

A major goal for the City is to provide safer crossings of busy roadways. Richfield's major roads can be barriers for people to move around the community. Walkers, transit riders, and bicyclists are challenged by unsafe crossings of these roadways. This demonstration project will provide data to be used for design of safer crossings. The future reconstruction of Nicollet, Lyndale, and Penn Avenues would all be guided to include safer crossing designs and eliminate the barriers that these major roads create across the city.

RECOMMENDED ACTION:
By Motion: Approve the attached resolution authorizing an Active Place Demonstration Project Funds Agreement between the City of Richfield and the Center of Prevention at Blue Cross Blue Shield of Minnesota.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Based on public input, the design for the Portland Avenue Reconstruction Project included enhanced pedestrian crossings at non-signalized crossings.
   - The Portland Avenue crossing design has received positive feedback.
In March 2017, the Engineering Department was alerted to a Request for Proposal from BCBS. Staff applied for funding for a temporary demonstration project on Nicollet Avenue to mimic the Portland Avenue enhanced crossings in select locations. On April 25, 2017, BCBS notified the Public Works Department that the demonstration project was selected to receive the funding.

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

- Minnesota Statute section 465.03 requires that the City approve a resolution accepting the funds of the grant money.

C. **CRITICAL TIMING ISSUES:**

- The demonstration project is proposed to be installed during the months of June, July and August.
- Based on the terms of the agreement, funds must be spent by December 31, 2017.

D. **FINANCIAL IMPACT:**

- The total amount received is $20,500.
- The amount received will cover all costs except staff time.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed the agreement and will be available at the meeting to answer any questions.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

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RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT A CENTER FOR PREVENTION AT BLUE CROSS AND BLUE SHIELD GRANT FOR $20,500 TO BE APPLIED TO INSTALLATION, EDUCATION AND EVALUATION OF TEMPORARY PEDESTRIAN CROSSINGS OF NICOLLET AVENUE, AND TO AUTHORIZE CITY MANAGER TO EXECUTED THE ASSOCIATED AGREEMENT.

WHEREAS, The Center for Prevention at Blue Cross and Blue Shield has allocated funds to for temporary demonstration projects and education to increase health equity, transform communities and create a healthier state; and

WHEREAS, The City intends to use these funds as partial reimbursement for the temporary crosswalk improvements along Nicollet Avenue at 71st, 72nd and 73rd Streets along with crosswalk education and evaluation; and

WHEREAS, Minnesota statute 465.03 requires every acceptance of a grant or devise of real personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.

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

1. The Mayor and City Manager are authorized to accept the Statewide Health Improvement Program reimbursement grant in the amount of $20,500.

2. The City Manager is authorized to administer the funds in accordance with the terms described by the Minnesota Department of Labor & Industry, and to execute the associated agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of May 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
STAFF REPORT NO. 85
CITY COUNCIL MEETING
5/24/2017

REPORT PREPARED BY:  Steven L. Devich, City Manager

DEPARTMENT DIRECTOR REVIEW:  Steven L. Devich, City Manager
5/18/2017

OTHER DEPARTMENT REVIEW:  N/A

CITY MANAGER REVIEW:  Steven L. Devich, City Manager
5/18/2017

ITEM FOR COUNCIL CONSIDERATION:
Summary review of the City Manager's annual performance evaluation for 2016 and consideration of a resolution amending employment agreement between City of Richfield and City Manager Steven L. Devich for 2017.

EXECUTIVE SUMMARY:
Each year the City Council conducts a review of the City Manager's performance for the previous year. The review considers the performance of the City Manager and the organization as measured against the goals and expectations of the City Council. Such performance evaluations are conducted in closed session pursuant to MN State Statutes and summarized in an open meeting. Both the closed session and the open meeting summary are scheduled for this evening's meeting.

In addition to the performance evaluation, the City Council also takes this opportunity to review the City Manager's salary and benefits to make any adjustments that may be warranted.

RECOMMENDED ACTION:
- Provide a summary review of the City Manager’s performance evaluation for 2016; and
- By motion: Adopt a resolution amending the employment agreement between the City of Richfield and City Manager Steven L. Devich for 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- The City Council has conducted a performance review of the City Manager for 2016 and must now, per State Statute, make a summary report of the outcome of that evaluation.
- In addition, the City Council has reviewed the compensation of the City Manager and has made a conclusion concerning the City Manager’s employment agreement.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- The City Manager is given an evaluation by the City Council each year as part of the City Manager’s contract.
- As part of the evaluation process, a review of the City Manager’s compensation package is also
performed each year.

- As compensation comparisons, salaries of City Managers in comparable cities are considered, as is the base salary structure adjustments of other City employees.

C. **CRITICAL TIMING ISSUES:**
- City Manager Devich’s annual performance evaluation has previously been scheduled to be conducted in the first quarter of each year.

D. **FINANCIAL IMPACT:**
- The City Manager’s base pay adjustment has historically been the same as those given to other City employee groups.
- Other City employee groups received a 2.75% base pay adjustment that was effective the first full pay period of January 2017.

E. **LEGAL CONSIDERATION:**
- The City Manager’s contract with the City requires that an annual performance evaluation be conducted.

**ALTERNATIVE RECOMMENDATION(S):**
- The City Council may defer the compensation portion of this review to a future meeting.

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

**ATTACHMENTS:**

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RESOLUTION NO.

RESOLUTION AMENDING THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF RICHFIELD AND STEVEN L. DEVICH, CITY MANAGER

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

1. The following section of the Employment Agreement between the City of Richfield, Minnesota and Steven L. Devich, City Manager, dated February 22, 2005, is amended as follows:

   Section 5. Salary.

   A. Employer agrees to increase the City Manager’s total base annual salary of $162,052.80 to $__________, effective January 1, 2017.

2. Employer agrees to allow the City Manager to sell back an additional 40 44 hours of vacation leave annually to the City. This sell back is in addition to any sell back otherwise provided by City Ordinance to eligible employees.

   Approved by the City Council of the City of Richfield this 24th day of May, 2017.

   Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk