Call to order

1. Organics collection and organized garbage hauling.
2. 69th Street Pilot Project Interim Design

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.
September 7, 2017

Council Memorandum No. 83

The Honorable Mayor
and
Members of the City Council

Subject: Organics Collection and Organized Garbage Hauling

Council Members:

A Council work session is scheduled at 5:15 p.m. on September 12, 2017, to present a report from Bloomington staff regarding their first year of organized garbage hauling, followed by a presentation about organics collection. Attending will be Jennifer Nguyen Moore, Project Coordinator for the City of Bloomington; Ben Knutson, Hennepin County Environment and Energy Department; and, a number of Richfield residents that have expressed interest in introducing organics collection to the community.

Please contact me if you have questions or concerns.

Respectfully submitted,

Steven L. Devich
City Manager

SLD:jt
Email: Assistant City Manager
Department Directors
Council Memorandum No. 84

The Honorable Mayor
and
Members of the City Council

Subject: 69th Street Pilot Project Interim Design

Council Members:

At the September 12, 2017, Council work session, staff will need direction on how to proceed with the interim design for the 69th Street pilot area. Please review the following two options:

1. **Slight modification to the current design**: (Transportation Commission recommendation) - (4.5’ shoulder on south edge – 11’ lanes – 9.5’ path) It would remain a multi-use path with the delineators separating traffic from path users and could be maintained for both snow plowing and street sweeping.

2. **Symmetrical striped roadway with “buffered shoulders”**: (5’ shoulder on both edges – 2’ buffer stripe on both edges – 11’ lanes) – This option would look like 70th Street on the east side of town but WITHOUT designating the shoulder as a bike or pedestrian space. No delineators are included in this option.

The Transportation Commission reviewed the two options and strongly prefers option 1 primarily due to the effectiveness of the delineators in slowing traffic and providing a protected space for the pedestrians.

Please contact Kristin Asher, Public Works Director, at 612-861-9795 to discuss.

Respectfully submitted,

Steven L. Devich
City Manager

SLD:kda
Email: Assistant City Manager
Department Directors
REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 12, 2017
7:00 PM

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

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

Pledge of Allegiance

Approval of the minutes of the: (1) Special Joint City Council and Richfield School Board of Education (ISD No. 280) work session of August 8, 2017; and (2) Regular City Council meeting of August 8, 2017.

PRESENTATIONS

1. Swearing-in of City of Richfield Police Officers Mark Mendoza, Nicholas Schipp, Robert Fredericks, and Dylan Schultz

2. Richfield Independent School District No. 280's 2017 Referendum

3. Open Streets at Penn Fest on Sunday, September 17 from noon to 4 p.m.

4. Proclamation declaring September 16, 2017, as The American Legion Day in the City of Richfield

COUNCIL DISCUSSION

5. Hats Off to Hometown Hits

AGENDA APPROVAL

6. Approval of the Agenda

7. 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 updating the City's Deferred Special Assessment Policy.
      Staff Report No. 121

   B. Consideration of the approval of the purchase of a front-end loader from Ziegler Inc. for $248,200.00, less
$26,500.00 trade-in allowance, totaling $221,700.00, for use by the Public Works Department.

Staff Report No. 122

C. Consideration of the approval of resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process and scheduling a public hearing for October 10, 2017.

Staff Report No. 123

D. Consideration of the approval of resolutions pertaining to the annual 77th Street maintenance district assessment process and scheduling a public hearing for October 10, 2017.

Staff Report No. 124

E. Consideration of the approval of a resolution declaring costs to be assessed for removal of diseased trees from private property for work ordered in 2016 and scheduling a public hearing for October 10, 2017.

Staff Report No. 125

F. Consideration of the approval of a resolution pertaining to the proposed 2017 Alley Paving project assessment process and scheduling a public hearing for October 10, 2017.

Staff Report No. 126

G. Consideration of the approval of a resolution authorizing submission to the Transportation Economic Development (TED) Program for the 77th Street Underpass project.

Staff Report No. 127

H. Consideration of the approval of a resolution re-approving site plans for a community band shell at Veterans Memorial Park.

Staff Report No. 128

I. Consideration of the approval of a first reading of an ordinance to change the zoning of a number of properties between 66th and 68th Streets and 17th and Cedar Avenues from Mixed Use - Community (MU-C) and Multi-Family Residential (MR-2) with the Cedar Avenue Corridor Overlay (CAC) to Planned Multi-Family Residential (PMR).

Staff Report No. 129

J. Consideration of the approval of a first reading of an ordinance that would make small wireless facilities a conditional use in residential districts.

Staff Report No. 130

K. Consideration of the approval of a resolution supporting a grant application to Hennepin County for the Cedar Point South/Chamberlain project.

Staff Report No. 131

L. Consideration of the approval of a request for the temporary expansion of the licensed premises for Davanni's, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

Staff Report No. 132

M. Consideration of the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of wine and strong beer in their parking lot on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

Staff Report No. 133

N. Consideration of the approval of a resolution appointing Health Administrator Anderson as the Board of Health's (City Council) agent on matters relating to the Minnesota Department of Health as it relates to Richfield's Local Public Health grant.

Staff Report No. 134

O. Consideration of the approval of the continuation of the agreement with the City of Bloomington for the provision of food inspection services for Richfield for the year 2018.

Staff Report No. 135

P. Consideration of the approval of an agreement allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Staff Report No. 136
Q. Consideration of the approval of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for a four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

Staff Report No. 137

R. Consideration of the approval of a resolution authorizing a new four-year contract to provide two Juvenile Investigator/School Liaison Officer services for School District #280 at the Richfield High School and the Richfield Middle School.

Staff Report No. 138

S. Consideration of the revocation of the HUB Dairy Queen food establishment license due to non-payment of state taxes.

Staff Report No. 139

T. Consideration of the reappointment of Jack Wold as a youth member of the Transportation Commission for a term of September 1, 2017 to August 31, 2018.

Staff Report No. 140


Staff Report No. 141

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

PROPOSED ORDINANCES

9. Consideration of the second reading of an ordinance amending City Code Section 802 related to small cell wireless installation in the City right-of-way and approval of a resolution authorizing summary publication.

Staff Report No. 142

RESOLUTIONS


Staff Report No. 143

OTHER BUSINESS

11. Consideration of the approval of a data sharing agreement for analysis of use of force incident reports from the Richfield Police Department.

Staff Report No. 144

CITY MANAGER’S REPORT

12. City Manager’s Report

CLAIMS AND PAYROLLS

13. Claims and Payrolls

Open forum (15 minutes maximum)

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

14. Adjournment

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

The work session was called to order by Mayor Elliott at 6:02 p.m. in the Municipal Center.

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

School Board Members Present: Christine Maleck; Crystal Brakke; Tim Pollis; John Ashmead; Peter Toensing; and Paula Cole (arrived at 6:27 p.m.)

City Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; John Stark, Community Development Director; and Jared Voto, Executive Aide/Analyst.

School Staff Present: Steven Unowsky, Superintendent; and Beth Picard, Assistant to the Superintendent.

Item #1 DISCUSS ITEMS OF MUTUAL INTEREST

Members of the City Council and School Board introduced themselves. Mayor Elliott welcomed the School Board and staff and asked if they had a topic to start the meeting.

Superintendent Unowsky asked about updates on development and housing in Richfield. Community Development Director Stark presented an update on current and upcoming development in the city, as well as projects that are in the “concept” level. City Manager Devich discussed the TIF district by Cedar and thanked the School Board for passing resolutions approving its extension.

Superintendent Unowsky spoke regarding affordable housing and its impacts on the students of the district. Community Development Director Stark discussed “Naturally Occurring Affordable Housing” (NOAH), strategies the City currently has in place, as well as a few options the City is currently researching as possible options. Council Members commented on the affordable housing as a larger discussion about housing in the city and that they believe the Council and School Board’s values are aligned.

Mayor Elliott asked about the School’s referendum. Superintendent Unowsky share information on the referendum, which contains funding for both operations and long-term financial stability and capital projects. City Council and School Board members discussed the referendum and its need for Richfield students.
Mayor Elliott asked about additional meetings with the School Board. City Council and School Board members agreed to meeting quarterly.

Council Member Garcia discussed building community and handouts she distributed with Public Safety and Community Development initiatives.

Council Member Regan Gonzalez discussed having a School Board member be a liaison to the City Council, similar to how she is a liaison from the City Council to the School Board.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:58 p.m.

Date Approved: September 12, 2017

_____________________________
Pat Elliott
Mayor

_____________________________
Jared Voto
Executive Aide/Analyst

_____________________________
Steven L. Devich
City Manager
The meeting was called to order by Mayor Elliott at 7:03 p.m. in the Council Chambers.

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

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; Jay Henthorne, Public Safety Director/Police Chief; Kristin Asher, Public Works Director; Chris Regis, Finance Manager; Jeff Pearson, City Engineer; Jack Broz, Transportation Engineer; and Jared Voto, Executive Aide/Analyst.

Mayor Elliott led the Pledge of Allegiance.

M/Garcia, S/Howard to approve the minutes of the: (1) Special Joint City Council and Housing and Redevelopment Authority Work Session of July 17, 2017; (2) Special City Council Work Session of July 25, 2017; and (3) Regular City Council Meeting of July 25, 2017.

Motion carried 5-0.

RICHFIELD IN BLOOM AWARD

Sue Rosenberg spoke regarding the Richfield in Bloom Award and Richfield Garden Tour. The “People’s Choice” Award was awarded to Mary Shannon of the adjoining gardens at 7036 and 7044 Logan Avenue. The ‘Joe K’ Award was also given this year, in honor of longtime resident and gardener Joe Krzyzaniak, who passed away this past year. Mary Shannon also won this award and received an additional prize.

OPEN FORUM
Kevin Watts, 6900 Russel Ave S, spoke regarding the 69th Street pilot project and requested it be redesigned.

Ken Meter, 7415 Humboldt Ave S, spoke regarding the flyover at 76th St and 35W.

Kim Danneker, 4404 15th Ave S, Minneapolis, spoke regarding a Richfield resident’s interaction with Richfield police.

Iola Kostrzewski, 13000 Garden Lane, Eden Prairie, spoke regarding an interaction with Richfield police.

Corydon Nilsson, St. Paul, spoke regarding a Richfield resident’s interaction with Richfield police.

John Thompson, St. Paul, spoke regarding police accountability and a Richfield resident’s interaction with Richfield police.

<table>
<thead>
<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 thanked the community members for being present and working toward solutions

Council Member Howard spoke regarding continuing to work together as a community; the pedestrian safety event held at 70th & Nicollet; and thanked the Human Rights Commission youth members for their service.

Council Member Trautmann spoke regarding Wood Lake Nature Center’s programming for kids; beginning a dialog in the community; and thanked Richfield law enforcement officers.

Council Member Garcia thanked Council Member Regan Gonzalez for facilitating discussions and continuing the dialog and congratulated Anne Schultz for becoming the President of the Richfield Chamber of Commerce.

Mayor Elliott thanked the other Council members for their honesty and support, and presenting the values of Richfield and the dialog that was started.

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<th>Item #3</th>
<th>APPROVAL OF THE AGENDA</th>
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Council Member Howard requested to remove item 4.B. and 4.E. from the Consent Calendar.

M/Howard, S/Trautmann to approve the agenda as amended.

Motion carried 5-0.

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<th>Item #4</th>
<th>CONSENT CALENDAR</th>
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City Manager Devich presented the Consent Calendar.
A. Consideration of the first reading of an ordinance amending City Code Subsection 802 related to small cell wireless installation in the City right-of-way and schedule a second reading for September 12, 2017. (S.R. No. 110)

C. Consideration of the approval of an agreement with Safe Water Commission to assist with administering the updated cross connection program. (S.R. No. 112)

D. Consideration of the approval of a resolution granting a site plan amendment to allow additional parking space at 6941 Nicollet Avenue. (S.R. No. 113)

F. Consideration of the approval of a resolution granting a site plan amendment and variance to allow a building addition and reconfigured parking lot for a K-8 school at 1401 76th Street West. (S.R. No. 115)

G. Consideration of the approval of a two-year use and indemnification agreement between the City of Richfield and Tom Price for the use of a 4,690 square-foot strip of land along the edge of Lincoln Field. (S.R. No. 116)

H. Consideration of the approval of a resolution to execute Addendum A - Sponsoring Agency Agreement between and Minnesota Task Force One Urban Search and Rescue Team and the City of Richfield. (S.R. No. 117)

I. Consideration of the approval of a resolution granting a conditional use permit and variance to allow a restaurant at 6436 Penn Avenue. This item was continued from the July 11, 2017, City Council meeting. (S.R. No. 118)

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

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #5</th>
<th>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</th>
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B. Consideration of:
1. Approval of design engineering contract with Bolton & Menk, Inc. for the Lyndale Avenue Street Reconstruction between 66th St. and 76th Street.
2. Approval of a resolution for reimbursement of certain expenditures from the proceeds of street reconstruction bonds to be issued by the City of the Lyndale Avenue Street Reconstruction. (S.R. No. 111)

Council Member Howard presented Staff Report No. 111.

Public Works Director Asher and City Engineer Pearson presented on the Lyndale Avenue street reconstruction project and discussed the public outreach component of the project.

M/Howard, S/Elliott to approve a contract with Bolton & Menk, Inc. for design engineering of the Lyndale Avenue Street Reconstruction Project between 66th and 76th Streets, not to exceed $824,827 and approve a resolution for reimbursement of certain expenditures from the proceeds of street reconstruction bonds to be issued by the City of the Lyndale Avenue Street Reconstruction.

Motion carried 5-0.

E. Consideration of the approval of a resolution granting a subdivision waiver, allowing the division of 7445 Humboldt Avenue into two lots. (S.R. No. 114)

Council Member Howard presented Staff Report No. 114.
Public Works Director Asher and City Engineer Pearson discussed the potential flyover and its impacts on the property.

M/Howard, S/Regan Gonzalez to approve a resolution granting a subdivision waiver for 7445 Humboldt Avenue.

Motion carried 5-0.

| Item #6 | PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION PROVIDING HOST APPROVAL FOR THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS BY THE CITY OF DEEPHAVEN FOR THE BENEFIT OF SEVEN HILLS PREPARATORY ACADEMY. (S.R. NO. 119) |

Council Member Michael Howard presented Staff Report No. 119.

Carl Schlueter, Executive Director of Seven Hills, spoke regarding the project.

Council members asked for clarification on the purpose of this item. Finance Manager Regis responded it is required by the State tax code.

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

Motion carried 5-0.

M/Howard, S/Elliott to approve a resolution authorizing the City of Deephaven to issue tax-exempt revenue bonds on behalf of Seven Hill Preparatory Academy.

Motion carried 5-0.

| Item #7 | CONSIDERATION OF APPROVAL OF THE IMPLEMENTATION OF INTERIM IMPROVEMENTS TO THE 69TH STREET PILOT PROJECT AS RECOMMENDED BY THE TRANSPORTATION COMMISSION. (S.R. NO. 120) |

Council Member Trautmann presented Staff Report No. 120.

Council members commented on the use of pilot projects and getting resident feedback. They also asked about the timing of implementing the project. Public Works Director Asher responded they hope to complete the work this fall.

Council members discussed the options that were talked about at the previous work session, as opposed to the Transportation Commission’s recommendation. Council members thanked staff, the Transportation Commission, and residents involvement in the pilot project.

M/Trautmann, S/Elliott to approve implementation the 69th Street Project Interim Improvements with the recommendation and on-going communication with the Transportation Commission.

Motion carried 5-0.
Assistant City Manager/HR Manager Dmytrenko gave an update on the airport-related issues and the Noise Oversight Committee.

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

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<thead>
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<th>U.S. Bank</th>
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<tr>
<td>A/P Checks: 260896 - 261296</td>
<td>$3,749,090.25</td>
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<tr>
<td>Payroll: 129377 - 129755</td>
<td>$685,377.44</td>
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<tr>
<td>TOTAL</td>
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<td>$4,434,467.69</td>
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Motion carried 5-0.

None.

The City Council Meeting was adjourned by unanimous consent at 8:27 p.m.

Date Approved: September 12, 2017
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution updating the City's Deferred Special Assessment Policy.

EXECUTIVE SUMMARY:
At the June 28, 2016, City Council meeting, the Council approved an update of the procedures and qualifying criteria for deferring special assessments against owner occupied properties in hardship cases. Specifically, the update was to bring the policy in line with State Statutes to allow Minnesota National Guard or other military reserves who are ordered into active military service eligible for assessment deferral. However, the policy had already been updated to include members of the Minnesota National Guard or other military reserves. This occurred in June of 2009. Consequently, the 2016 resolution and policy as written, references an incorrect resolution number and some of the language needs to be amended. Therefore, staff is recommending Council approve the attached policy and resolution that references the correct resolution number and amends the language.

RECOMMENDED ACTION:
By motion: Approve a resolution updating procedures for deferment of special assessments against owner occupied homestead properties in hardship cases for qualifying homeowners.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The policy was last updated in 2016.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - The current policy requires some minor updates in order to make it accurate.
C. CRITICAL TIMING ISSUES:
   - Deferring assessments may be the only means for some residents on fixed incomes to pay these high costs.
D. FINANCIAL IMPACT:
   - N/A
E. LEGAL CONSIDERATION:
• The City Attorney has recommended updating the policy to the correct resolution number and language.

ALTERNATIVE RECOMMENDATION(S):
• None

PRINCIPAL PARTIES EXPECTED AT MEETING:
N/A

ATTACHMENTS:

<table>
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<tr>
<th>Description</th>
<th>Type</th>
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<tr>
<td>Deferred Special Assessment Policy Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Deferred Special Assessment Policy Exhibit A</td>
<td>Exhibit</td>
</tr>
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</table>
RESOLUTION NO.

RESOLUTION UPDATING PROCEDURES FOR DEFERMENT OF SPECIAL ASSESSMENTS AGAINST OWNER-OCCUPIED HOMESTEAD PROPERTIES IN HARDSHIP CASES FOR QUALIFYING OWNERS

WHEREAS, under Minnesota law, cities are authorized to defer the payment of special assessments for any homestead property:

(1) owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the assessment payments; or

(2) owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined by Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person’s military orders, for whom it would be a hardship to make the payments; and

WHEREAS, Minnesota Statute 435.193 requires that any City desiring to defer special assessments in such instances much establish, by ordinance or resolution, standards and guidelines for determining the existence of a hardship and for determining the existence of a disability.

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

1. The City of Richfield hereby adopts a policy, as set forth in the attached Exhibit A to this resolution, to consider requests for the deferment of special assessments upon homestead properties:

   a. owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the assessment payments; or

   b. owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined by Minnesota Statute 190.05, subdivision 5b or 5c, as stated in the person’s military orders, for whom it would be a hardship to make the payments.

2. The policy previously adopted by Resolution No. 11216 is hereby rescinded and superseded by the policy as set forth in the attached Exhibit A.
Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

__________________________
Pat Elliott, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
Exhibit A

POLICY FOR DEFERMENT OF ASSESSMENTS
BASED ON HARDSHIP AND AGE OR DISABILITY

The City of Richfield hereby establishes a program to defer all or a portion of the special assessments of qualifying persons under the provisions of Minnesota Statutes 435.193 through 435.195. Under the program, the City Council and the City Manager may defer the payment of all or a portion of certified special assessments by property owners who are at least 65 years of age or older or who are retired due to permanent and total disability or who are a member of the Minnesota National Guard or other military reserves who is ordered into active military service and whose households meet certain financial characteristics.

A. Eligibility

A person is eligible for a deferment if the person satisfies requirements related to property classification, owner status, and financial hardship.

1. The property upon which the assessment is deferred must be classified as homestead in the records of the Hennepin County Property Tax Division.

2. The property must be owned by a person:
   a. Who is at least 65 years of age on January 1st of the year in which payment of the first installment of the subject assessment levy is due; or
   b. Who is retired due to permanent and total disability. For purposes of this policy, “permanent and total disability” means a condition that is permanent by nature and that totally incapacitates the person from working at an occupation that would generate income to the person.
   c. Who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05, subdivision 5b or 5c, as stated in the person’s military orders.

3. The applicant must have a "financial hardship" defined as:
   a. An annual income for the applicant’s household size which is at or below the “Very Low Income” limit established annually by HUD for the Minneapolis and St. Paul Metropolitan Area; and
   b. The aggregate total of special assessment installments from previously-existing special assessment levies plus the first year of the current levy will exceed 1.5 percent of the applicant's annual income.
B. **Calculation of Amount to be Deferred**

1. The portion of the current levy eligible for deferment is that portion of the levy against the applicant's property which requires a first year installment payment which, when added to the applicant's annual payments from previously existing special assessment levies, would result in an aggregate total of special assessment installments totaling more than 1.5 percent of the applicant's annual household income. The portion of the current levy which can be paid without aggregating total installments above 1.5 percent of the applicant's annual household income may not be deferred.

2. Special assessments levied due to the applicant's failure-to-pay charges for City services or failure to comply to City codes (e.g., delinquent utility assessments, assessments for weed removals, assessments for nuisance abatement, etc.) will not be deferred, and installment payments for existing levies for such services will not be included in calculating the maximum 1.5 percent aggregate payment defined in paragraph B.1. above.

C. **Interest.**

Simple interest at the rate of that particular assessment levy will be added to the deferred assessment, calculated from the date interest started to accrue on the original levy (usually the October 1 immediately following the certification date) to the date of payment of the deferred portion of the assessment.

D. **Termination.**

The option to defer the payment of special assessments will terminate and all amounts accumulated, plus applicable interest, shall become due upon the occurrence of any of the following events:

1. The death of the owner provided that the spouse is otherwise not eligible for the benefits.

2. The sale, transfer, or subdivision of the property or any part thereof.

3. If the property should for any reason lose its homestead status.

4. The City Council determines that a hardship no longer exists.

E. **Application and Approval Process.**

1. Application for deferral of payment of special assessments must be made on forms prescribed by the Hennepin County Auditor. The applicant must also provide such supplementary documentation as may be required to establish the following:
2. Within 30 days after the application is filed with the City manager, the City Manager should review the application for conformance to the standards and guidelines prescribed above and either grant or deny the application. The City Manager must notify the applicant in writing of the City Manager’s decision. If in the judgment of the City Manager exceptional or unusual circumstances exist that are not covered by the standards and guidelines, the City Manager may report to the City Council within 30 days after the application is made, along with a recommendation as to whether the application should be granted or denied.

3. If the City Manager denies an application, the applicant has the right to have the City Council consider the application. The applicant must request City Council review within 20 days after the mailing date of the City Manager’s notice of decision.

4. When the City Council considers an application, the Council will grant or deny the application by resolution, based on the standards and guidelines set forth above. The City Council also may grant a deferment if it determines that a hardship exists on the basis of exceptional and unusual circumstances not covered by the standards and guidelines set forth above, provided that the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants. The City Council’s decision to grant or deny an application is final.

5. At any time while a special assessment remains deferred and unpaid, the City Manager may request the applicant to provide current and updated information as set forth at paragraph E.1. above, so that the City Manager may verify and determine whether eligibility for the deferral has ended.

This policy is adopted by Resolution No. ____________, approved by the Richfield City Council on September 12, 2017.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the purchase of a front-end loader from Ziegler Inc. for $248,200.00, less $26,500.00 trade-in allowance, totaling $221,700.00, for use by the Public Works Department.

EXECUTIVE SUMMARY:
The Public Works Department utilizes three loaders to provide various services to the public. One of the main services is to plow and remove snow. The front-end loader proposed for replaced was originally scheduled for replacement in 2013 and cannot provide these services due to repairs needed to the transmission, engine, and hydraulic system.

RECOMMENDED ACTION:
By motion: Approve the purchase of a front-end loader from Ziegler Inc. for $248,200.00, less $26,500.00 trade-in allowance, totaling $221,700.00.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- Replacement schedules are set for each vehicle and piece of equipment purchased. The following are taken into consideration when deciding on when to replace vehicles/equipment:
  - Year of purchase (1993)
  - Replacement date/depreciation (2013)
  - History of repairs
  - Technology upgrades
  - Fuel efficiency

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- The City of Richfield participates in the Minnesota State Cooperative Purchasing Program. This program will be used for this purchase.
- When the purchase of materials, merchandise, equipment, or construction exceeds $100,000, authority to purchase shall be submitted to the City Council for consideration.

C. CRITICAL TIMING ISSUES:
• Approval at this meeting will ensure delivery of the vehicle in the year it is budgeted for purchase (2018).

D. **FINANCIAL IMPACT:**

• The 2017 Revised/2018 Proposed Budget includes $220,000 for this purchase.
• This purchase is $1,700 over the budgeted amount and the 2018 Revised/2019 Proposed Budget will include the actual purchase price.

E. **LEGAL CONSIDERATION:**

• The City Attorney will be available to answer questions.

**ALTERNATIVE RECOMMENDATION(S):**

• None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

<table>
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<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Quote</td>
<td>Backup Material</td>
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<tr>
<td>Picture of Loader</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
August 21, 2017

CITY OF RICHFIELD PUBLIC WORKS
1901 E. 66TH ST.
RICHFIELD, Minnesota 55423
ATTN: MARK HALL

Dear Mark,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

New Caterpillar Model: 938M Wheel Loader

Per MNDOT Contract #115219 Release L-331(5)

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Tom Rossez
Territory Manager
New Caterpillar Model: 938M Wheel Loader

STANDARD EQUIPMENT

POWERTRAIN - Axle seal guards - Auto Idle shut down feature - Cat C7.1ACERT engine - Power Modes (Standard and Performance) - Power by Range (High Power in Range 4) - Tier 4 Final/Stage IV compliant - Turbocharged and aftercooled - Filtered crankcase breather - Diesel particulate filter - Selective Catalyst Reduction - Coolant protection to -34C (-29F) - Differential lock in front axle - Dry type air cleaner - Enclosed wet disc full hydraulic brakes - Fuel priming pump, automatic - Fuel water separator - Hydraulically driven demand cooling fan - Hydrostatic transmission with electronic control - Operator Modes (Default, TC, Hystat and Ic) - Directional Shift Aggressiveness (Fast, Medium, Slow) - Rimpull control, adjust wheel torque - Creeper control, adjust ground speed - Lubed for life drive shafts - Parking brake, electric - Single plane cooling package wide 6 fins - per inch density - S-O-S port, engine, coolant, transmission - oil -

HYDRAULICS - Automatic lift and bucket kickouts, - adjustable in-cab - Bucket and Fork Modes, adjustable in-cab - Cylinder damping at kickout and - mechanical end stops - Fine Mode control (Fast, Medium, Slow) - in Fork Mode - Hydraulic Response setting (Fast, Medium, Slow) - Hydraulic diagnostic connectors and - S-O-S ports - Hydraulic sight gauge, visible - Load sensing hydraulics and steering - Seat mounted hydraulic joystick controls

ELECTRICAL - Alternator, 115-emp, heavy duty - 12V power supply in cab (2) - Batteries, 1,000 CCA (2) 24 volt system - disconnect switch - Back up alarm - Emergency shutdown switch - Halogen work lights front and rear, LED - rear stop and turn lights - Heavy duty gear reduction starter - Product Link PRO w/3 year subscription - Remote jump start post - Resettable main and critical function breakers - Roading lights front and rear

OPERATOR ENVIRONMENT - 75 mm (3 in) retractable seatbelt - Automatic temperature control - Cab, enclosed ROPS/FOPS pressurized - and sound suppressed - Cup holders - External heated mirrors with lower - parabolic - Ground level cab door release - Gauges - Digital hour meter, odometer and - tachometer - Digital ground speedometer and - direction indicator - Engine coolant temperature gauge - Fuel and Diesel Exhaust Fluid level indicator - Hydraulic oil temperature gauge - Hydraulic control lockout - Interior cab lighting, door and - interior rearview mirrors (2) - Lunch box storage - Operator warning system indicators - Radio ready speakers - Rear window defrost, electric - Seat mounted electronic implement controls, adjustable - Sliding glass on the side windows - Column mounted multi function control - lights, wipers, turn signal - Suspension seat, fabric - Tilt and telescope steering wheel - Tinted front glass - Wet arm wiper/washer, 2-speed and - intermittent, front - Wet arm wiper washer, rear -

OTHER STANDARD EQUIPMENT - Large-access enclosure doors with - adjustable close/open force - Parallel lift loader linkage - Recovery hitch with pin - Remote mounted lubrication points - Vandalism protection - lockable compartments -

MACHINE SPECIFICATIONS

DESCRIPTION

938M WHEEL LOADER

HYD.3V, COUPLER READY, STD LIFT

STEERING, STANDARD

DIFFERENTIAL, LIMITED SLIP REAR

ENVIRONMENT, STANDARD

RADIO, BLUETOOTH, AUX, MIC

PRODUCT LINK, CELLULAR PL641

COUNTERWEIGHT, HEAVY

RIDE CONTROL

CAMERA, REAR VIEW

QUICK COUPLER, FUSION

BUCKET, GP, 3.8 YD3, FUS

CUTTING EDGE, BOLT ON, 4 PIECE

ANTIFREEZE, -50C (-68F)

JUMPER LINES, 3RD FUNCTION

WEATHER, COLD START 120V

SEAT, DELUXE

LIGHTS, AUX HALOGEN

CAB, DELUXE

TIRES, 20.5R25 MX XSN0PLUS * L2

FENDERS, FULL COVER

WHELEN L22 STROBE

JOYSTICK, VALVES & HYD MODS FOR WING
### DESCRIPTION
CRAIG 310-10 10'-SNOW WING
ADD FOR 12' WING MOLDBOARD
HYDRAULIC TRIP SWIVEL FOR WING
CRAIG QUICK DISCONNECT FOR WING
CRAIG 0674H 12'-REVERSIBLE PLOW

### MNDOT Contract Spec Pricing:

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<td>**</td>
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<td>8.15</td>
<td>Full Coverage Fenders</td>
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### SELL PRICE
$248,200.00

### LESS GROSS TRADE ALLOWANCE
($26,500.00)

### NET BALANCE DUE
$221,700.00

### BALANCE
$221,700.00

### TRADE-INS

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### WARRANTY
Standard Warranty:
1 Year Unlimited Premier  * All standard warranties include travel time & mileage for first twelve months. Scheduled Oil sampling is required during entire warranty period.

F.O.B/TERMS: RICHFIELD
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process and scheduling a public hearing for October 10, 2017.

EXECUTIVE SUMMARY:
The Lyndale/HUB/Nicollet (LHN) maintenance district was established to recover special maintenance expenses in the LHN area in 1981. The special services include:

- Maintenance and operation of irrigation
- Mowing
- Fertilization
- Weed control
- Trash and litter removal
- Maintenance of street lighting system

The LHN Redevelopment Area is approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue.

Staff is recommending the City Council:
- Approve resolution declaring the 2016 assessment costs and ordering the preparation of the proposed assessment for 2016.
- Schedule public hearing for October 10, 2017 for proposed assessments.
- Approve resolution proposing a similar assessment process for 2018.
- Schedule public hearing for October 10, 2017 for future assessment process.

RECOMMENDED ACTION:
By Motion:
1. Adopt a resolution declaring costs to be assessed and ordering preparation of the proposed assessment roll for 2016 Lyndale/HUB/Nicollet (LHN) maintenance and schedule a public hearing for October 10, 2017.
2. Adopt a resolution proposing a similar assessment process to be implemented for 2018 and schedule a public hearing for October 10, 2017.
BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - City staff has determined actual costs of current services to be assessed for the 2016 maintenance of this area to be $26,025.24, and the estimated cost for 2017 maintenance to be $50,000.
   - Fluctuations in expenditures for maintenance of LHN are caused by a number of factors:
     - Weather determines water usage and irrigation costs
     - Concrete repairs vary from year to year
     - Repairs are never foreseeable
     - Update aging infrastructure

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Section 825 of the City Code indicates “current services” mean one or more of the following:
     (a) snow, ice, or rubbish removal from sidewalks;
     (b) weed elimination from streets or private property;
     (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
     (d) installation or repair of water service lines;
     (e) street sprinkling, sweeping, or other dust treatment of streets;
     (f) the trimming and care of trees and the removal of unsound trees from any street;
     (g) the treatment and removal of insect-infested or diseased trees on private property;
     (h) the repair of sidewalks and alleys;
     (i) the operation of a street lighting system;
     (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
     (k) snow removal and other maintenance of streets in commercial redevelopment areas.
   - Council ordered the work and the work was done for 2016.
   - It is anticipated the Council would like to order similar work for 2018.

C. CRITICAL TIMING ISSUES:
   - Each year, the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under section 825 of the City Code.
   - This list is available at the offices of the City Clerk, Assessing, and Public Works.

D. FINANCIAL IMPACT:
   - All costs to the City will be recovered through this assessment.
   - Estimated and actual costs for the LHN maintenance services from 2003-2016 are:

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<th>Year</th>
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<tr>
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<tr>
<td>2013</td>
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<td>2014</td>
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<td>$29,415.52</td>
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</table>
2015  $50,000  $27,321.07  
2016  $50,000  $26,025.24

E. **LEGAL CONSIDERATION:**
   - No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.
   - Section 825, Subd. 2 states that “the City Clerk, under the Council’s direction, shall publish notice that the Council will meet to consider the undertaking of current services and levying of special assessments to pay costs thereof.”
   - The public hearing notice is scheduled to be published on September 21, 2017.

**ALTERNATIVE RECOMMENDATION(S):**
Council may make any changes to the assessment roll as deemed necessary after the public hearing.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Impacted property owners

**ATTACHMENTS:**

<table>
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<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Resolution (2016)</td>
<td>Resolution Letter</td>
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<td>Resolution (2018)</td>
<td>Resolution Letter</td>
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<tr>
<td>Assessment Role</td>
<td>Backup Material</td>
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<tr>
<td>Map of Maintenance District</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, costs have been determined for the maintenance of the Lyndale/Hub/Nicollet (LHN) Redevelopment Area which is approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue in the City of Richfield and the expenses incurred or to be incurred for such maintenance amount to $26,025.24 for the period of January 1, 2016 through December 31, 2016.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be $26,025.24.

2. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such maintenance against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in his office for public inspection.

3. The City Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

4. A hearing shall be held on the 10th day of October, 2017, in the Council Chambers of the City Hall at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda to pass upon such proposed assessment and at such time and place all persons owning property affected by said maintenance assessment will be given an opportunity to be heard in reference to such assessment.

5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the maintenance. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.
ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION PROPOSING TO SPECIALLY ASSESS FOR THE COSTS OF CURRENT SERVICES PROVIDED WITHIN THE LYNDALE/HUB/NICOLLET (LHN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

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

1. There is hereby established a special assessment district, the boundaries of which are coextensive with the Lyndale/Hub/Nicollet (LHN) Redevelopment Project Area, for the purposes of assessing for current services provided by the City.

2. The following current services of the City are hereby proposed to be undertaken by the City in the district, with the costs of such services to be specially assessed against benefited property within the district:
   - Snow, ice or rubbish removal;
   - Weed elimination;
   - Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
   - Installation or repair of water service lines;
   - Street sprinkling or other dust treatment of streets;
   - Trimming and care of trees and the removal of unsound trees;
   - Repair of sidewalks, crosswalks, and other pedestrian walkways;
   - Operation of the street lighting system;
   - Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way;
   - Maintenance of Civic Plaza;
   - Snow removal and other maintenance of streets;
   - Painting and repair of wood furniture;
   - General maintenance, including repairs and replacement.

3. The area proposed to be specially assessed for such current services consists of every assessable lot and parcel of land within the district. It is proposed that special assessments on commercial property be made on the basis of the area with each square foot of assessable commercial property within the district being assessed an equal amount for maintenance of common area. Exempt from the special assessment levy shall be all single family, two-family, multiple family residential property within the LHN redevelopment district. Special maintenance of individual commercial properties shall be assessed directly for costs incurred in performing said maintenance to said property.

4. The City Clerk is authorized and directed to give public notice of a hearing by this Council at which the Council will consider the undertaking of such current services
and the levying of special assessments to bear the costs thereof. The City Clerk shall also give mailed and published notice of such hearing as required by law. Such hearing shall be held on Tuesday, October 10, 2017, commencing at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda.

5. It is hereby proposed that the project consist of the costs of the aforementioned services for the period of January 1, 2018 through December 31, 2018. The estimated cost of providing all the aforementioned current services during that period is $50,000.

Adopted by the City Council of the City of Richfield, Minnesota this 12th of September, 2017.

________________________________________
Pat Elliott, Mayor

ATTEST:

________________________________________
Elizabeth VanHoose, City Clerk
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<tr>
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<th>Assessment</th>
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The City of Richfield makes no representation or warranties, express or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data “as is”, and assumes all risks associated with its use.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of resolutions pertaining to the annual 77th Street maintenance district assessment process and scheduling a public hearing for October 10, 2017.

EXECUTIVE SUMMARY:
Since 1988, the City has been performing special maintenance along the 77th Street redevelopment area between I-35W and Cedar Avenue. The special maintenance services include:
- Maintenance and operation of irrigation systems
- Mowing
- Fertilization
- Weed control
- Trash and litter removal

These services are provided on both sides of the 77th Street wall. The maintenance functions, known as current services, are funded through a maintenance assessment on the 77th Street businesses.

Staff is recommending the City Council:
- Approve resolution declaring the 2016 assessment costs and order the preparation of the proposed assessment for 2016.
- Schedule public hearing for October 10, 2017 for proposed assessments.
- Approve resolution proposing a similar assessment process for 2018.
- Schedule public hearing for October 10, 2017 for similar assessment process.

RECOMMENDED ACTION:
By Motion:
1. Adopt a resolution proposing to assess commercial properties in the 77th Street assessment district for costs incurred to maintain the area in 2016 and schedule a public hearing for October 10, 2017.
2. Adopt a resolution proposing a similar assessment process to be implemented for 2018 and schedule a public hearing for October 10, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT

- City staff has determined actual costs of current services to be assessed for the 2016 maintenance of this area to be $71,489.33, and estimate the cost for 2018 maintenance to be $80,000.
- Fluctuations in expenditures for maintenance of the 77th Street assessment district are caused by a number of factors:
  - Weather determines water usage and irrigation costs
  - Concrete repairs vary from year to year
  - Updating aging infrastructure
  - Maintenance and replacement of landscaping

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

- Section 825 of the City Code indicates “current services” mean one or more of the following:
  (a) snow, ice, or rubbish removal from sidewalks;
  (b) weed elimination from streets or private property;
  (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
  (d) installation or repair of water service lines;
  (e) street sprinkling, sweeping, or other dust treatment of streets;
  (f) the trimming and care of trees and the removal of unsound trees from any street;
  (g) the treatment and removal of insect-infested or diseased trees on private property;
  (h) the repair of sidewalks and alleys;
  (i) the operation of a street lighting system;
  (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
  (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was done in 2016.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis.
- Single family and multi-family residential properties, plus the two churches in the area, would be exempt from the special assessment levy.

C. CRITICAL TIMING ISSUES:

- Each year, the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under section 825 of the City Code.
- This list is available at the offices of the City Clerk, Assessing, and Public Works.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the 77th Street maintenance services from 2003 - 2016 are:

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2015 $80,000 $59,557.56
2016 $80,000 $71,489.33

E. LEGAL CONSIDERATION:
- No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.
- Section 825, Subd. 2 states that “the City Clerk, under the Council’s direction, shall publish notice that the Council will meet to consider the undertaking of current services and levying of special assessments to pay costs thereof.”
- The public hearing notice is scheduled to be published on September 21, 2017.

ALTERNATIVE RECOMMENDATION(S):
Council may make any changes to the assessment roll as deemed necessary after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:
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<td>Map of Maintenance District</td>
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RESOLUTION NO.

RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR 77TH STREET MAINTENANCE FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, costs have been determined for the maintenance of the 77th Street Redevelopment Area the boundaries of which are approximately east of I-35W and west of Cedar Avenue in the City of Richfield and the expenses incurred or to be incurred for such maintenance amount to $71,489.33 for the period of January 1, 2016 through December 31, 2016.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be $71,489.33.

2. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such maintenance against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in his office for public inspection.

3. The City Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

4. A hearing shall be held on the 10th day of October, 2017, in the Council Chambers of the City Hall at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda to pass upon such proposed assessment and at such time and place all persons owning property affected by said maintenance assessment will be given an opportunity to be heard in reference to such assessment.

5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the maintenance. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.
ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION PROPOSING TO SPECIALLY ASSESS FOR THE COSTS OF CURRENT SERVICES PROVIDED WITHIN THE 77TH STREET PROJECT AREA FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

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

1. There is hereby established a special assessment district, the boundaries of which are east of I-35W and west of Cedar Avenue, for the purposes of assessing for current services provided by the City.

2. The following current services of the City are hereby proposed to be undertaken by the City in the District with the cost of such services to be specially assessed against benefited property within the District;
   - The trimming and care of trees and shrubs and the removal of any unsound trees from any street;
   - The repair of sidewalks;
   - The maintenance of landscaped areas and other public amenities on or adjacent to street rights-of-way;
   - Trash and litter removal.

3. The area proposed to be specially assessed for such current services consists of each and every commercial lot and parcel of land within the District. It is proposed that the special assessments on the commercial property be made on the basis of area.

4. The City Clerk is hereby authorized and directed to publish notice of a hearing by this Council at which the Council will consider the undertaking of such current services and the levying of special assessments to bear the costs thereof. Such notice shall be published in the official newspaper at least once, at least two weeks prior to the date of hearing. The City Clerk shall also give mailed notice of such hearing as required by law. Such hearing shall be held Tuesday, October 10, 2017, commencing at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda.

5. It is hereby proposed that the project consist of the aforementioned services for the period from January 1, 2018 through December 31, 2018. The estimated cost of providing all of the aforementioned services during that period is $80,000.

Passed by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

__________________________________________
Pat Elliott, Mayor

ATTEST:

_____________________
Elizabeth VanHoose, City Clerk
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$ 71,489.33
The City of Richfield makes no representation or warranties, express or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data "as is", and assumes all risks associated with its use.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution declaring costs to be assessed for removal of diseased trees from private property for work ordered in 2016 and scheduling a public hearing for October 10, 2017.

EXECUTIVE SUMMARY:
The health of trees within municipal limits is threatened by shade tree diseases and it is the City’s responsibility to control and prevent the spread of these diseases.

If the City deems it necessary to remove a diseased tree on private property, the property owners have three options available for removal:
1. Remove the tree themselves.
2. Hire and pay a contractor.
3. Hire a contractor and request the cost of the tree removal be assessed against their property tax.

In the period from January 1, 2016 through December 31, 2016, 7 property owners chose the third option. The total amount to be assessed is $10,336.69.

RECOMMENDED ACTION:
By motion: Adopt a resolution declaring costs to be assessed and ordering the preparation for the proposed assessment roll for the removal of diseased trees from private property for work ordered in 2016 and set the public hearing date for October 10, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • In the early 1970’s, the City of Richfield began a shade tree disease program to assist homeowners in the removal of diseased trees on private property. The following process is how the City ensures property owners are aware of their diseased tree(s).

   Notification to Property Owners
   At time of marking for removal, paperwork is left at the property which includes:
   • Removal deadline
Why the tree was marked for removal
Assessment information
Information regarding private contractors
Card informing City of owners removal plans
City staff contacts for more information

If the tree becomes hazardous or is past the removal time limit an additional deadline letter is sent to the property owner. The letter is sent to the last known owner, obtained from Hennepin County Property Records and verified with Richfield utility billing records.

**Occupied Properties**
As stated above, property owners of diseased trees have three options available for private tree removal:
1. Remove the tree themselves.
2. Hire and pay a contractor.
3. Hire a contractor and request the cost of the tree removal be assessed against their property tax.

**Vacant Properties**
In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal time limit or become hazardous. A contractor then performs the removal and the cost is assessed to the property.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County to be notified of all special assessments.
- A notice of the hearing on the proposed assessment will be mailed at least two weeks prior to the hearing and shall state in the notice the total cost of the diseased tree removal to the owner.

**C. CRITICAL TIMING ISSUES:**
- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Director of Property Taxation and Collection along with current taxes as stated in City Code 825.05 Subd. 3.
- Unpaid assessments must be reported to Hennepin County by November 30th of each year.

**D. FINANCIAL IMPACT:**
- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2016, through December 31, 2016, have been determined to be $10,336.69.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over one year with a five percent interest rate.
- The original source of funding to have the work done is through the City’s Permanent Improvement Revolving Fund.

**E. LEGAL CONSIDERATION:**
- The City Attorney will be in attendance at the Council meeting should a legal question arise.
- The public hearing notice is to be published on September 21, 2017.

**ALTERNATIVE RECOMMENDATION(S):**
- Council may revise the special assessment roll as deemed necessary following the public hearing.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Impacted property owners

**ATTACHMENTS:**
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RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016.

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2016 through December 31, 2016 amount to $10,336.69.

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</table>

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

1. The total cost to be assessed against benefited property owners is declared to be $10,336.69.

2. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such work against each benefited property, and shall file a copy of such proposed assessment in her office for public inspection.

3. The Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

4. A hearing shall be held on the 10th day of October, 2017 in the Richfield Municipal Center - Council Chambers at 7:00 p.m., or as soon as hereafter it may be reached on the agenda, to pass upon such proposed assessment and at such time and place all persons owning property affected by said diseased tree removal assessment will be given an opportunity to be heard in reference to such assessment.

5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment at least two weeks prior to the hearing and shall state in the notice the total cost of the diseased tree removal. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted by the City Council of the City of Richfield this 12th day of September, 2017.
ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution pertaining to the proposed 2017 Alley Paving project assessment process and scheduling a public hearing for October 10, 2017.

EXECUTIVE SUMMARY:
Paving of the three partial alleys identified for improvements in 2017 has been completed. City policy is to assess the adjacent property owners for the cost of the alley paving. At the April 11, 2017 City Council meeting, Council approved a contract with Ron Kassa Construction, Inc. for the 2017 Alley Paving project. The total actual cost of the project is $39,246.31. This amount, which is less than the engineer's estimate, will be used for the actual assessments.

Project History
On October 11, 2016, the City Council ordered the preparation of a preliminary report for the 2017 Alley Paving project. A resolution receiving the preliminary report, which identified four partial alleys that had yet to be paved, was approved on December 13, 2016. At the same time, the City Council set a public hearing on the project for January 24, 2017.

A public meeting for affected residents was held on Wednesday, January 11, 2017. At the January 24, 2017 City Council meeting, all comments received were provided to council members as part of the public hearing. Based on public input, it was decided to pave three of the four alleys under consideration.

RECOMMENDED ACTION:
By motion: Adopt a resolution declaring the costs to be assessed of the proposed assessment roll for the 2017 Alley Paving project and schedule a public hearing for October 10, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • In 1981, the City Council established a policy providing for the improvement of the City’s alleys
by concrete paving upon the receipt of petitions.

- On April 28, 1986, the City Council held a special study session to review alternative alley paving policies. It was the consensus of the Council to support the alternative that recommended paving all remaining alleys without submission of petitions.
- In 2016, staff identified four (4) partial alleys in Richfield that had yet to be paved. Staff recommended the Council move forward to have the remaining alleys paved. City policy is to assess the adjacent property owners for the cost of the alley paving.
- A public meeting for affected residents was held on Wednesday, January 11, 2017 from 4:30 – 6:30 p.m. at the Wood Lake Nature Center. Notices of the informational meeting and notices of the public hearing were mailed out separately to impacted residents. A public comment form was also mailed to impacted properties to allow those not able to attend the public hearing an opportunity to provide input.
- Any comment forms received by staff before the January 24, 2017 City Council meeting were provided to council members as part of the public hearing.
- Based on public input, it was decided to pave three of the four alleys under consideration.

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

- City policy is to assess the adjacent property owner for the cost of the alley paving.
- Established practice is to use concrete for all alley paving projects.

C. CRITICAL TIMING ISSUES:

- The assessment rolls are due to Hennepin County no later than November 30, 2017.

D. FINANCIAL IMPACT:

- The cost of the improvements was $39,246.31
- 100% of the project cost will be assessed to adjacent property owners over a 7-year period at a 3% interest rate.
- All costs to the City will be recovered through this assessment.

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.
- Staff is following Minnesota Statute 429 (local improvements) process for the assessment.
- A public hearing notice was published on January 12, 2017 and January 19, 2017 regarding the project and coinciding assessments.
- The remaining public hearing notice will be published September 21, 2017.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll as deemed necessary after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:
Impacted property owners

ATTACHMENTS:

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

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR THE 2017 ALLEY PAVING PROJECT

WHEREAS, costs have been determined for the 2017 alley paving project from private properties in the City of Richfield and the expenses incurred in the amount of $39,246.31.

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

1. The total cost to be assessed against benefited property owners is declared to be $39,246.31.

2. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such work against each benefited property, and shall file a copy of such proposed assessment in her office for public inspection.

3. The Clerk shall, upon the completion of such proposed assessment, notify the City Council thereof.

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<td><strong>$ 39,246.31</strong></td>
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4. A hearing shall be held on the 10th day of October, 2017 in the Richfield Municipal Center - Council Chambers at 7:00 p.m., or as soon as hereafter it may be reached on the agenda, to pass upon such proposed assessment and at such time and place all persons owning property affected by said alley paving project assessment will be given an opportunity to be heard in reference to such assessment.

5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment at least two weeks prior to the hearing and shall state in the notice the total cost of the alley paving project. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Adopted by the City Council of the City of Richfield this 12th day of September, 2017.

______________________________
Pat Elliott, Mayor

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing submission to the Transportation Economic Development (TED) Program for the 77th Street Underpass project.

EXECUTIVE SUMMARY:
The Minnesota Department of Transportation is currently accepting applications as part of the Transportation Economic Development (TED) Program. The 77th Street Underpass project qualifies for submittal due to roadway interaction with Trunk Highway 77 and its expected economic development impact along the I-494 corridor. With Council approval, staff is preparing to submit an application for the requested amount of $4,500,000 to be contributed to the project. If successful, funding would be available in 2019 or 2020. Applications are due September 15, 2017.

RECOMMENDED ACTION:
By motion: Approve a resolution authorizing the City to apply for the Transportation and Economic Development Program and accept funds if chosen.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- The Minnesota Department of Transportation’s Transportation Economic Development Program (TED) provides competitive grants to construction projects on state highways that provide measurable economic benefits.
- The economic benefits may be local, regional or statewide in geographic scale.
- The TED program was authorized by the Minnesota State Legislature in state statute 174.12.
- The Minnesota Department of Transportation, in partnership with the Minnesota Department of Employment and Economic Development, administers the program. DEED administers a parallel Transportation Economic Development Infrastructure (TEDI) program that funds projects on local roads and for other types of transportation.
- Projects may combine funding from both programs, provided the funds are used for eligible expenses.
- MnDOT funding may only be used for trunk highway purposes while DEED funding cannot be used on trunk highways.
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - The proposed project meets multiple goals in the City’s Comprehensive Plan (Transportation).

C. **CRITICAL TIMING ISSUES:**
   - The deadline for applications is September 15, 2017.
   - Construction of the 77th Street extension and underpass is tentatively scheduled to start in 2019.

D. **FINANCIAL IMPACT:**
   - There is no financial impact to applying for the funds.
   - If successful the funds would complete the estimated construction cost for the project of $17M.

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

**ALTERNATIVE RECOMMENDATION(S):**
   - Council may choose not to adopt the resolution and therefore not submit an application for the federal funds.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   - None

**ATTACHMENTS:**

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

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO APPLY FOR THE TRANSPORTATION AND ECONOMIC DEVELOPMENT PROGRAM AND ACCEPT FUNDS IF CHOSEN

WHEREAS, that the City of Richfield acts as the legal sponsor for the 77th Street Underpass Project contained in the Transportation Economic Development (TED) Program Application to be submitted on September 15, 2017 and that the City Engineer is hereby authorized to apply to the Minnesota Department of Transportation for funding of this project on behalf of the City of Richfield.

WHEREAS, that the City of Richfield has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project.

WHEREAS, that the City of Richfield has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

WHEREAS, that upon approval of its application by the state, the City of Richfield may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

WHEREAS, that the City of Richfield and other stakeholders have committed over $20,000,000 towards the local match requirement.

WHEREAS, that the City of Richfield confirms if the project cost increases above the amount listed in the Application, the City of Richfield will provide or secure all additional funds necessary to complete the project.

The City of Richfield certifies that it will comply with all applicable laws, regulations, and rules of the Application.

WHEREAS, that the sources and uses, private investors, equity, and other financing commitment represented in the attached document are accurate.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Manager or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.
Pat Elliott, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution re-approving site plans for a community band shell at Veterans Memorial Park.

EXECUTIVE SUMMARY:
On July 12, 2016, the City Council approved site plans for a community band shell at Veterans Memorial Park (the "Band Shell"). Since that time, a sound study has been conducted (in accordance with the approved resolution) and the project has been put out to bid a number of times. Previous bids were rejected because the bids exceeded the amount of funding secured. On July 25, 2017 the Council awarded a contract to Fendler Patterson Construction Group. Foundation work for the Band Shell is expected to take place this year, with completion of the structure in the spring. Awarding a contract has taken longer than expected and the site plan must now be re-approved. No changes have been made to the plans that were reviewed and recommended for approval on July 12, 2016.

RECOMMENDED ACTION:
By motion: Approve a resolution for site plan approval for a band shell at Veterans Memorial Park.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The community and Council have identified construction of a bandshell/amphitheater/performance stage in a community park as a goal in a variety of long-range plans.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Parks and related recreational facilities are permitted in all zoning districts.
   - Site plan approval is required prior to the construction of any building in the City.
   - Site plan approvals expire after one year if substantial construction has not taken place.
   - Neither the proposed plans nor the City's review requirements have changed since 2016.
   - The Planning Commission voted unanimously to recommend City Council approval of this item at their August 28, 2017 meeting.

C. CRITICAL TIMING ISSUES:
   - Construction is anticipated to begin in September/October.
D. **FINANCIAL IMPACT:**
   - Band Shell Budget: $538,545
   - Funding Sources:
     - $250,000 - Capital Improvement Budget
     - $75,000 - Additional City funds approved by Council (July 8, 2014)
     - $213,545 - Donations

E. **LEGAL CONSIDERATION:**
   - None

**ALTERNATIVE RECOMMENDATION(S):**
   - Approve the resolution with modifications.
   - Deny the request with findings that the proposed use does not meet requirements.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Jim Topitzhofer, Recreation Services Director

**ATTACHMENTS:**

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<th>Description</th>
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<td>Requirements</td>
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<tr>
<td>Proposed Plans</td>
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<tr>
<td>Planning &amp; Zoning Maps</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Resident Letter</td>
<td>Backup Material</td>
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</tbody>
</table>
RESOLUTION NO. ______

RESOLUTION GRANTING APPROVAL
OF A SITE PLAN
TO ALLOW A COMMUNITY BAND SHELL
AT VETERANS MEMORIAL PARK

WHEREAS, an application has been filed with the City of Richfield which requests approval of site plan to allow a community band shell Veterans Memorial Park;

WHEREAS, the requested site plan has been reviewed by the City Council and meets City requirements; and

WHEREAS, the proposed site plan will adequately serve the purpose for which it is proposed and will not have an adverse effect upon the public safety or general welfare; and

WHEREAS, the City has fully considered the request for approval of the site plan.

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 site plan for a community bandshell as described in City Council Report No. ___, on the Subject Property legally described above is approved.
3. The approved site plan is subject to the following conditions:
   • Final building material selections must be approved by the Community Development Director prior to the issuance of a building permit;
   • Installation of required landscaping along 66th Street may be delayed in order to coordinate with 66th Street reconstruction;
   • A Noise Control Plan similar to, or more robust than, that described City Council Report No. 111 must be continuously in place;
   • The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report and compliance with all other City and State regulations. Permits are required prior to the commencement of any work;
   • This approval shall expire one year following the date of approval unless the use has commenced or a building permit has been obtained and construction begun.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

______________________________
Pat Elliott, Mayor

ATTEST:

_________________________
Elizabeth VanHoose, City Clerk
Site Plan Approval (Subsection 547.13)
In evaluating a site plan, the Planning Commission and Council shall consider its compliance with the following:

a) **Consistency with the various elements and objectives of the City’s long range plans including, but not limited to, the Comprehensive Plan.** A community band shell and/or amphitheater has been identified in numerous long-range policy documents over the past many years. These documents include the 1985 Veterans Memorial Park Master Plan, the 2001 Richfield 2020 Visioning Report, and the 2008 Comprehensive Plan.

   - Veterans Memorial Park Master Plan approved August 26, 1985.
   - Richfield 2020:
     - Pg. 11 – “Construct a natural amphitheater in a suitable community park to accommodate an expanded summer concert program. Construct a permanent stage area which includes state-of-the art sound and light equipment.
   - 2008 Comprehensive Plan
     - Pg. 7-9 – “Most community facilities and festivals are located in Veterans Memorial Park. Improvements to this park should be a high priority.”
     - Pg. 7-13 – “performance stage” identified as potential improvement within Augsburg Park.

b) **Consistency with the purposes of the Zoning Code.** The purposes of the Zoning Code include: assisting in the implementation of the Comprehensive Plan; creating harmonious and workable relationships among land uses; and more. The proposal is not inconsistent with the purposes of the Zoning Code.

c) **Preservation of the site in its natural state, insofar as practicable, by minimizing tree and soil removal, and designing any grade changes so as to be in keeping with the general appearance of neighboring developed or developing areas.** The proposed building has been designed so as to compliment the surrounding area.

d) **Creation of a harmonious relationship of buildings and open spaces with the terrain and with existing and future buildings having a visual relationship to the proposed development.** Building materials, building location and building orientation have all been designed to coordinate with the surrounding natural and man-made amenities, in addition to the nearby residential neighborhoods.

e) **Creation of a functional and harmonious design for structures and site features including:**
   - Creation of an internal sense of order for the various functions and buildings on the site and provision of a desirable environment for occupants, visitors and the general community;
ii. Appropriateness of the amount and arrangement of open space and landscaping to the design and function of the development;

iii. Appropriateness of the materials, textures, colors and details of construction as an expression of the design concept of the project and the compatibility of the same with the adjacent and neighboring structures and functions; and

iv. Adequacy of vehicular, cycling and pedestrian circulation, including walkways, interior drives and parking, in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian, cycling and vehicular traffic and arrangement and amount of parking so as to be safe, convenient and, insofar as practicable, compatible with the design of proposed buildings, structures and neighboring properties.

The proposed plans address internal circulation through the provision of adequate parking on site; additional accessible parking spaces and an accessible walkway; convenient additional bicycle parking; and integration with existing park paths/walkways. The building and location are sensitive to the surrounding buildings and park.

f) Creation of an energy-conserving design through design location, orientation and elevation of structures, the use and location of glass in structures, and the use of landscape materials and site grading. As a protective measure for area birds, no glass will be used in the structure.

g) Protection of adjacent and neighboring properties through reasonable provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and those aspects of design, not adequately covered by other regulations, which may have substantial effects on neighboring land uses. Adequate provisions are in place to protect neighboring land uses from substantial effects, including a noise control plan.
EXISTING CONDITIONS:

1. Benchmark. Top nut of fire hydrant located at the northeast corner of Hockey arena. Elevation = 827.60 Feet (City of Richfield Datum)

NOTE:
FOR SIGNED SURVEY INFORMATION, PLEASE SEE LOUCKS SURVEY DATED 8/14/14 AND S-NEE S-RIVEY DATED 11/10/14.
SITE PREPARATION / EROSION CONTROL

1. CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING BID. INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.

2. ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

3. LOCATION AND SIZES OF ALL UNDERGROUND UTILITIES ARE APPROPRIATE AND ARE SHOWN BASED ON FIELD LOCATION OF VARIOUS UTILITIES. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF FIELD LOCATIONS AND UTILITIES WITH LOCAL GOVERNMENT AND/or UTILITIES. PROVIDE THE NECESSARY PROTECTION FOR EXISTING UTILITIES BEFORE CONSTRUCTION OR MATERIAL INSTALLATION BEGINS. MINIMUM 10' CLEARANCE.

4. CONSTRUCTION, DEMOLITION OR COMMERCIAL POWER MAINTENANCE EQUIPMENT SHALL BE OPERATED WITHIN THE CITY BETWEEN THE HOURS OF 6:00 AM AND 9:00 PM DURING THE SEASON OF GRADING OR DURING ANY HOURS ON SATURDAYS, SUNDAYS AND FEDERAL HOLIDAYS. ANY DAMAGE TO EXISTING SITE FEATURES SHALL BE REPAIRED TO LANDSCAPE ARCHITECT AND OWNER PRIOR TO THE BEGINS. CONSTRUCTION ACTIVITIES. ANY DAMAGE TO DAMAGE SHALL BE REPAIRED AT NO COST TO THE OWNER.

5. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING SITE FEATURES TO REMOVE. ANY DAMAGE TO EXISTING SITE FEATURES SHALL BE REPORTED TO LANDSCAPE ARCHITECT AND OWNER PRIOR TO START OF CONSTRUCTION ACTIVITIES. ANY DAMAGE TO DAMAGE SHALL BE REPAIRED AT NO COST TO THE OWNER.

6. LOCATIONS FOR STORING CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT.

7. ANY DAMAGE TO THE PUBLIC SIDEWALKS AND CURBS DURING CONSTRUCTION MUST BE REPAIRED BY A LICENSED CONTRACTOR WITH THE CITY OF RICHFIELD. RESTORATION WORK MUST BE DONE UNDER A PERMIT FROM PUBLIC WORKS.

8. ALL CONSTRUCTION AND POST CONSTRUCTION PARKING SHALL BE AS DIRECTED BY THE CONSTRUCTION MANAGER. NO ON STREET PARKING OR LOADING IS ALLOWED.

9. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES WITH GOPHER ONE AND LOCAL UTILITY SERVICES. PROVIDE THE NECESSARY PROTECTION FOR EXISTING UTILITIES BEFORE CONSTRUCTION OR MATERIAL INSTALLATION BEGINS. MINIMUM 10' CLEARANCE.

10. CONSTRUCTION CONTROL MEASURES AT LOCATIONS SHOWN ON EROSION CONTROL PLAN PRIOR TO ANY LAND DISTURBANCE. INSTALL SEDIMENT CONTROL DEVICE SHALL BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS. DAMAGE TO TREES TO BE PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCT WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE REPLACED OF TOP SOIL FOR DISTURBED AREAS THAT ARE TO BE REVEGETATED. A DISTURBED AREAS SHALL BE COVERED IF LEFT MORE THAN 14 DAYS. SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THEY SHALL BE REMOVED. INSPECT TEMPORARY RETAINING AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY. FOR PROPOSED PAVED SURFACE AREA.

11. INSTALL INLET PROTECTION AT ALL PUBLIC AND PRIVATE CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INLETS OR OTHER APPROVED PROTECTION ARE REQUIRED IN UNDISTURBED AREAS. CONSTRUCTION, DEMOLITION OR COMMERCIAL POWER MAINTENANCE EQUIPMENT SHALL BE OPERATED WITHIN THE CITY BETWEEN THE HOURS OF 6:00 AM AND 9:00 PM DURING THE SEASON OF GRADING OR DURING ANY HOURS ON SATURDAYS, SUNDAYS AND FEDERAL HOLIDAYS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCT WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE REPLACED OF TOP SOIL FOR DISTURBED AREAS THAT ARE TO BE REVEGETATED. A DISTURBED AREAS SHALL BE COVERED IF LEFT MORE THAN 14 DAYS. SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THEY SHALL BE REMOVED. INSPECT TEMPORARY RETAINING AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY. FOR PROPOSED PAVED SURFACE AREA.

12. INSTALL SNOW FENCE AROUND EACH TREE TO BE PROTECTED PRIOR TO GRADING. FENCE SHALL BE PLACED AT THE DRIP EDGE OR CRITICAL ROOT ZONE OF EACH TREE TO BE PROTECTED. CONTRACTOR SHALL HAVE "TREE PAINT" ON SITE AT ALL TIMES. IF AN OAK IS WOUNDED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY APPLY PAINT TO THE WOUND IN ORDER TO PREVENT OAK WILT. ALL DAMAGE TO TREES TO BE PROTECTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

13. INSTALL EROSION CONTROL MEASURES AT LOCATIONS SHOWN ON EROSION CONTROL PLAN PRIOR TO ANY LAND DISTURBANCE. INSTALL SEDIMENT CONTROL DEVICE SHALL BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS. DAMAGE TO TREES TO BE PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCT WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE REPLACED OF TOP SOIL FOR DISTURBED AREAS THAT ARE TO BE REVEGETATED. A DISTURBED AREAS SHALL BE COVERED IF LEFT MORE THAN 14 DAYS. SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THEY SHALL BE REMOVED. INSPECT TEMPORARY RETAINING AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY. FOR PROPOSED PAVED SURFACE AREA.

14. INSTALL INFILTRATION PROTECTION AT ALL PUBLIC AND PRIVATE CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INLETS OR OTHER APPROVED PROTECTION ARE REQUIRED IN UNDISTURBED AREAS. CONSTRUCTION, DEMOLITION OR COMMERCIAL POWER MAINTENANCE EQUIPMENT SHALL BE OPERATED WITHIN THE CITY BETWEEN THE HOURS OF 6:00 AM AND 9:00 PM DURING THE SEASON OF GRADING OR DURING ANY HOURS ON SATURDAYS, SUNDAYS AND FEDERAL HOLIDAYS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCT WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE REPLACED OF TOP SOIL FOR DISTURBED AREAS THAT ARE TO BE REVEGETATED. A DISTURBED AREAS SHALL BE COVERED IF LEFT MORE THAN 14 DAYS. SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THEY SHALL BE REMOVED. INSPECT TEMPORARY RETAINING AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY. FOR PROPOSED PAVED SURFACE AREA.
1. ELECTRONIC DATA IS AVAILABLE FROM LANDSCAPE ARCHITECT FOR SITE LAYOUT.

2. VERIFY LAYOUT AND DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND INTENT OF THE PROJECT'S LAYOUT.

3. THE ALIGNMENT AND GRADES OF THE PROPOSED SITE AMENITIES ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.

4. 10.00' BITUMINOUS SURFACING AND AGGREGATE BASE SHALL BE INSTALLED BY OWNER ON ROUGH AND UNDISTURBED SUBGRADE.

5. 4" AGGREGATE BASE – SEE SPECS UNDISTURBED OR COMPACTED SUBGRADE.

6. 7" AGGREGATE BASE – SEE SPECS COMPACTED OR UNDISTURBED SUBGRADE.

7. EXPANSION JOINT WITH SEALANT EXPANSION JOINT AT END OF EACH POUR AND 1-1/4" TOOLED CONTROL JOINT – SEE PLAN FOR LAYOUT OF SAWCUT AND CONSTRUCTION JOINTS, RAMPS, WALLS AND OTHER VERTICAL CONSTRUCTIONS.

8. 1/2" EXPANSION JOINT MATERIAL CUT BACK Material 1/2" BELOW FINISH SURFACE.

9. EXPANSION & CONSTRUCTION JOINT MATERIALS TO BE #350 EXPANSION JOINT WITH SEALANT AND #300 CONSTRUCTION JOINT MATERIAL.

10. EXPANSION JOINT MATERIAL TO BE AS SHOWN IN CONSTRUCTION SECTIONS.

11. 3" BITUMINOUS SURFACING SEE SPECS

12. 6" THICK CONCRETE ON 4" THICK AGGREGATE BASE.

13. 5" THICK CONCRETE CURB – SEE 1/C3-1

14. SPACE CURB BETWEEN CONCRETE SURFACING WITH TOOLED JOINTS – SEE 3/C2-1

15. 4"Agg. Base – See 1/C3-1

16. 1" EXPANSION JOINT MATERIAL WITH SEALANT EXPANSION JOINT AT END OF EACH POUR AND 1-1/4" TOOLED CONTROL JOINT – SEE PLAN FOR LAYOUT OF SAWCUT AND CONSTRUCTION JOINTS, RAMPS, WALLS AND OTHER VERTICAL CONSTRUCTIONS.

17. CONCRETE PAVEMENT – 1/2" SURFACE COURSE TO PERPENDICULAR CURVED треугольников.
1. All walks to have 2% cross slope. Maintain positive drainage.
2. Maximum slope on all walkways shall be 20:1.
3. Maximum slope on all lawn areas shall be 4:1.
4. Any adjustment to grading plan shall be approved by the landscape architect.
5. Walk elevations are intended to conform with adjacent grade. Adjustments may be made after review of staking in the field.
6. Elevations for building foundations, curbs and pavements shall be staked by a registered surveyor for review by the construction manager prior to beginning construction.
7. Bituminous surfacing and aggregate base shall be installed by owner on rough grade prepared by contractor.
8. The contractor shall excavate and replace soils beneath the band shell structure to a depth of approximately 18" below the existing grade. The excavation and backfill work will be paid for on a unit price basis. The contractor shall enter unit prices as required on the bid form.
9. Braun InterTec will perform all soils compaction testing on the project. Braun will also identify excavated soils that are suitable for reuse and soils that the contractor shall dispose of. The contractor shall coordinate with Braun as needed to perform soils testing procedures. The owner will pay for all soils testing services.

**Legends:**
- Existing Spot
- Proposed Spot
- Grade Break
- Top of Wall
- Existing Contour
- Proposed Contour

**Legend Notes:**
- Coordinate points between plan and sheet 3-2.
- Combined block surfacing with sawcut joints.
- Compacted or undisturbed subgrade.
- Colored concrete surfacing with sawcut joints.
LANDSCAPE NOTES

1. SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY AND NOT COVERED BY BUILDINGS, PAVEMENT OR PLANTING BEDS.
2. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH GENERAL SITE CONTRACTOR.
3. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY SOIL OR WATER CONCERNS WHICH BECOME APPARENT AFTER DIGGING HOLES FOR PLANTING.
4. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE FIELD BEFORE ANY EXCAVATION FOR PLANTINGS AND DIGGING MAY BE NEEDED.
5. ALL AREAS SEeded WITH TURF SEED MIX SHALL BE COVERAGE WITH 3" MULCH, WOOD FIBER HYDROMULCH CONFORMING TO MnDOT 3884 PLACED AT 2000LBS. PER ACRE.
6. ALL AREAS SEeded WITH TURF SEED MIX SHALL RECEn 10-10-20 FERTILIZER AT 200LBS. PER ACRE.
7. ALL AREAS ARE REQUIRED TO BE STABILIZED WITHIN 48 HOURS AFTER WORK HAS BEEN COMPLETED.
8. SCARIFY ALL LAWN AREAS TO A DEPTH OF 4" PRIOR TO INSTALLING TURF SEED MIX.

PLANT LIST

<table>
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<tr>
<th>QTY.</th>
<th>COMMON NAME</th>
<th>BOTANICAL NAME</th>
<th>SIZE</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>1</td>
<td>TECHNY ARBORVITAE</td>
<td>Picea glauca densata</td>
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<td>B.B.</td>
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<td>BUR OAK</td>
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<td>IMPERIAL HONEYLOCUST</td>
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<td>COMMON HACKBERRY</td>
<td>Celtis occidentalis</td>
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NOTE
ALL SEED WILL BE PROVIDED AND PLANTED BY THE CHANCE.
Veterans Park Bandshell Site Plan 6/2016

Surrounding Zoning

C-2 - General Commercial
R - Single Family Residential
MR-2 Multi-Family Residential

Path: I:\GIS\Community Development\Staff\Planning Tech\Projects\Vets Park Bandshell Z.mxd
6338 11th Ave. So.
Richfield, MN 55423
August 24, 2017

Mr. Matt Brillhart and Members of the Planning Commission:

I am writing concerning plans for building a community band shell at Veterans Park. I am not able to attend the meeting on Monday, August 28, so I am writing instead. I am a music lover, and I have attended outdoor concerts at Augsburg Park and Veterans Park in the past. One thing I noted is that the turnout at these concerts is relatively small. That raises the question, “Does the public support or lack thereof warrant the building of a band shell?” This is a costly investment to make if it is not going to get a lot of public support and use.

The band shell will also create unwanted noise for the neighbors who live close by.

Please take these facts into consideration when deciding whether or not to build a band shell at Veterans Park. Thank you for your time.

Sincerely,

Mary Ann Ashmead
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a first reading of an ordinance to change the zoning of a number of properties between 66th and 68th Streets and 17th and Cedar Avenues from Mixed Use - Community (MU-C) and Multi-Family Residential (MR-2) with the Cedar Avenue Corridor Overlay (CAC) to Planned Multi-Family Residential (PMR).

EXECUTIVE SUMMARY:
Inland Development Partners ("Inland") is proposing to build 3 new apartment buildings (284 new units total) and renovate 3 existing apartment buildings (33 units). The applicant is requesting a change to the City's Comprehensive Plan and Zoning designations in order to make this possible. This first reading is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the Comprehensive Plan amendment or specific land use plans. The second reading, Comprehensive Plan amendment, and final development plans will be considered by the Council on September 26, 2017.

The city began work to redevelop this area in 2002 in reaction to runway expansion at Minneapolis-St. Paul Airport. A combination of market factors stalled this work. Inland first approached the city with preliminary plans for the development of approximately 300 apartments in the Cedar Corridor on September 22, 2015. This proposal and the potential impact of the tunnel under Highway 77 prompted the city to revisit the 2004 Cedar Corridor Master Plan. Since that time, the Comprehensive Plan update and the project have moved forward somewhat concurrently.

The proposed project would be the first new multi-family apartment project constructed on the city's east side since 1971. The project addresses the noise/vibration issues that originally prompted redevelopment by providing a buffer to the older, single-family homes to the west, but also addresses a number of current goals and policies of the Cedar Corridor Master Plan:
- To establish a renewed brand at a signature gateway to the city;
- To increase the diversity of housing options; and
- To encourage the rehabilitation and replacement of the lowest-quality housing stock.

As part of the master plan update, the alignment of Richfield Parkway moved from Cedar Avenue to 18th Avenue. This, combined with the city’s increased focus on the preservation of existing affordable housing, has shaped the placement and design of the proposed buildings. While removal of the existing three buildings
would allow the project to shift to the east and eliminate the need for a Comprehensive Plan amendment, both staff and the developer feel that renovation would be a better choice that will preserve existing affordable units and avoid displacing current residents. The three buildings will be fully incorporated into the development and tenants will have access to all of the amenities of the new buildings.

The proposed project attempts to mimic the general architecture of the nearby housing and exceeds minimum setback requirements in order to minimize shadows on adjacent single-family properties. The development is attractively designed, with significant landscaping and minimal views of surface parking lots. Landscaping throughout the project is extensive and includes the three existing buildings along Cedar Avenue. These properties will receive the foundation planting and parking lot screening that are required of any new development. The project provides nearly double the required outdoor space for a project of this size and impervious surface is well-below allowable limits. All apartment residents will have access to a number of amenities that are desired and expected in new construction, but found in few properties in Richfield; including a dog area, pool, outdoor terrace, community gardens, playground, exercise and group fitness rooms, and a common space/club room. The development has been designed using CPTED (Crime Prevention through Environmental Design) strategies and the developer has met with the city’s Crime Prevention Specialist to ensure that they are taking the steps necessary to maintain a safe environment. Traffic will be well below that which was anticipated when the Richfield Parkway/66th Street roundabout was constructed and on-street parking along Richfield Parkway will help to slow traffic on this important bicycle and pedestrian route. The proposal also designates space for public art.

A public hearing was held before the Planning Commission on August 28, 2017. The Commission recommended approval of the proposal.

RECOMMENDED ACTION:
By motion: Approve a first reading of an ordinance amending Appendix 1 of the Richfield City Code to change the zoning designation of Lots 4-13, Block 2 and Lots 1-8, Block 3 and Lots 1-16, Block 4 all in Wexler’s Addition from Mixed Use - Community (MU-C) and Multi-Family Residential (MR-2) together with the Cedar Avenue Corridor Overlay (CAC) District to Planned Multi-Family Residential (PMR).

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • To address the impacts of low-frequency noise created by the proximity of a new airport runway, the city began purchasing homes in this area in 2002. Grant funds (secured through efforts by the Federal Aviation Agency and Metropolitan Airports Commission) provided the money for the acquisition and demolition of structures that were deemed incompatible with the vibration that planes would create. Additional funds to continue this work never materialized and the market for redevelopment dried up for a number of years.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • A first reading of an ordinance is an administrative requirement that does not bind the Council to any future approvals for the project.
   • In order to approve the second reading of the change in zoning on September 26, the Council must also amend the City’s Comprehensive Plan.
     • Comprehensive Plan Considerations:
       • In 2016, the city adopted an updated Cedar Corridor Master Plan which has been incorporated into the city’s Comprehensive Plan. The proposed development would require an amendment to this plan in order to allow greater density on the east side of 18th Avenue, between 67th and 68th Streets. This area is currently designated as Medium-Density Residential and allows 7-12 dwelling units per acre; the proposed project requests a density of 47 dwelling units per acre and is in keeping with the Mixed Use Designation on the blocks to the north and east. While the increase in density on this block is large, the impact that density will have on the project as a whole and the adjacent parcels is less than these numbers might portray. All access to the property will be from Richfield Parkway and residents traveling south from the development will be filtered east to Cedar Avenue until further construction of
Richfield Parkway takes place. The existing dead end at 67th Street and 17th Avenue will remain in place; new residents and guests will not be able to exit the development onto 67th Street or 17th Avenue. The roundabout at 66th Street has the capacity to handle the additional traffic that would be generated. The proposed plan meets the intent of the Cedar Corridor and Comprehensive Plans in more ways than it does not.

Staff is continuing to evaluate whether or not further amendment to the Comprehensive Plan is warranted; specifically to east side of 17th Avenue between 67th and 68th Streets. This issue may be brought back to policy makers in the future.

- **Zoning Considerations:**
  - The Mixed Use - Community and Multi-Family Residential Districts within the Cedar Corridor Overlay area are intended to produce structures of consistent character and appropriate scale that transition from single-family residential to higher density mixed use. Buildings are expected to take advantage of and help realize the importance of Richfield Parkway as an significant north-south connector and neighborhood amenity. The developer is requesting to rezone the property as a Planned Unit Development. Planned Unit Developments are intended to encourage the efficient use of land and resources and to encourage innovation in planning and building. In exchange for these efficiencies and superior design, flexibility in the application of dimensional requirements is available.

  The project provides nearly double the required outdoor open space for a project this size.

  There are a number of different sets of review criteria that apply to this proposal. A full discussion of all requirements is included as an attachment to this report.

  Guiding Districts for the proposal are the MR-3 (High-Density Residential), MU-C (Mixed Use - Community) and CAC (Cedar Avenue Corridor) Overlay Districts. The following variations from standard requirements are requested:

  - **Building Height** - The proposed Building B (west side of Richfield Parkway between 67th and 68th Streets) exceeds the current district (MR-2) height allowance by 3 feet. The proposal does not exceed the height limits of any of the proposed guiding districts.
  - **Parking** - Including on-street parking, the proposed project provides 1.24 spaces per unit; the MR-3 District requires 1.25 spaces per unit.

C. **CRITICAL TIMING ISSUES:**
   - **60-DAY RULE:** The 60-day clock 'started' when a complete application was received on August 14, 2017. A decision is required by October 13, 2017 or the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

D. **FINANCIAL IMPACT:**
   - The Housing and Redevelopment Authority approved a Development Agreement with Inland Development Partners on August 29, 2017.

E. **LEGAL CONSIDERATION:**
   - Final Council consideration is scheduled for September 26.

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Inland Development Partners Representatives

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Draft Ordinance - Rezoning</td>
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<tr>
<td>Project Narrative</td>
<td>Exhibit</td>
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DRAFT

ORDINANCE NO. ______

AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY
CODE BY REZONING
LOTS 4-13, BLOCK 2 AND LOTS 1-8, BLOCK 3
AND LOTS 1-16, BLOCK 4
ALL IN WEXLER’S ADDITION
AS PLANNED MULTI-FAMILY RESIDENTIAL (PMR)

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 9 of Appendix I of the Richfield Zoning Code is amended by
adding the following:

(8) M-9, Lots 4-13, Block 2 and Lots 1-8, Block 3 and Lots 1-16, Block 4, Wexler’s Addition.

Sec. 2. Section 13, Paragraph (45) of Appendix I of the Richfield Zoning Code are repealed:

(45) M-9 (W of 18th, between 67th and 68th). Lots 1-8, Block 3, Wexler’s Addition.

Sec. 3. Section 17, Paragraphs (16) and (17) of Appendix I of the Richfield Zoning Code are repealed:

(16) M-9 (S of roundabout, 17th to 18th) Lots 4-16, Block 2, Wexler’s Addition.
(17) M-9 (18th to Cedar, 67th to 68th). Block 4, Wexler’s Addition.

Sec. 4. Section 21, Paragraphs (1) and (2) of Appendix I of the Richfield Zoning Code are repealed:

(1) M-9 (S of roundabout between 17th & 18th) Lots 4-16, Block 2, Wexler's Addition.
(2) M-9 (18th to Cedar, 67th to 68th). Block 4, Wexler's Addition.

Sec. 5. This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Pat Elliott, Mayor
ATTEST:

Elizabeth VanHoose, City Clerk
Project Narrative: The Chamberlain Apartments

The Chamberlain Apartments is a mixed market rate and affordable apartment community consisting of (3) 3-story apartment buildings on approximately 6.78 acres of land located south of 66th Street, west of Cedar Avenue, north of 68th Street and east of 17th Avenue S. The site is irregularly shaped and bisects the new Richfield Parkway and relocated 67th Street between the Parkway and Cedar Avenue.

Each of the 3 buildings has just under a 100 dwelling units for a total of 284 new apartments. The associated parking is 333 stalls in a mix of surface (103 stalls) and below grade parking (230 stalls). The exterior aesthetic reflects an urban residential design that transitions from the design of the office/commercial to the north and east to the single family residential neighbor to the south and west. A sampling of property amenities includes:

- Community room
- Fitness center
- Media room
- Outdoor pool and amenity area
- Grilling area
- Bike storage and repair station
- Storage lockers
- Dog run
- Play area
- Community gardens
- Underground garage parking
- On-site management and maintenance

The intent of this development is to provide a new type of rental project along the Richfield Parkway/Cedar Ave Corridor that meets Richfield’s Comprehensive Plan goal of “expanding housing choices, promoting modernization of the housing stock, maintaining affordability, and supporting attractive neighborhoods”. Based on this design we are able to save and refurbish the 3 existing apartment buildings while maintaining their affordability, and without relocating current residents. The design also buffers the existing single family homes from the noise of both the airport and traffic along Cedar Avenue (Highway 77).

The Chamberlain Apartment project fulfills many of the goals of the current Richfield Comprehensive Plan’s Goals & Policies such as:

1. Land Use (Chapter 4)
   Goal: Maintain and enhance the “urban hometown” character of Richfield
   Policies:
   - Establish a land use pattern and supporting infrastructure that creates a “walkable” environment.
     - This project allows for the extension of Richfield Parkway south of 66th Street. Richfield parkway incorporates sidewalks and the Three Rivers
Bike Trail. These sidewalks and bike trail connect to existing residential neighborhoods and to commercial districts just north of 66th along both 17th Avenue S and Richfield Parkway. The construction of Richfield Parkway will continue to transform east Richfield into one of the most walkable neighborhoods in the City.

- Maintain a housing supply that meets changing needs while sustaining the integrity of existing neighborhoods.
  - This project saves and renovates 3 existing apartment buildings (Cedar Pointe South – 6720-44 Cedar Ave)
  - This project also adds both market rate and affordable rental units for new and existing residents of Richfield

- Encourage “green” building practices
  - Project will include storm water management practices that sustainably capture rainwater. In addition there will be butterfly and pollinator-friendly gardens and opportunities for urban micro-farming
  - Mechanical systems are energy efficient
  - Buildings don’t shadow adjacent single family homes.

- Maintain and provide quality amenities and a safe living environment.
  - Project is designed with CPTED (crime prevention through environmental design) in mind to create a safe environment for residents and neighbors, such as eyes on the street from residences.
  - Project provides exterior amenities for residents that include grilling stations, pet relief area and pool. In addition to neighborhood amenities such as added sidewalks and bike paths.

2. Housing (Chapter 5)

Goal: Maintain and enhance Richfield’s image as a community with strong, desirable and livable neighborhoods.

Policies:

- Encourage the use of quality, durable building and landscaping materials to maintain a high-quality standard in residential development.
  - Building design and landscaping for this project represent a luxury Class A apartment design and finishes

- Support the rehabilitation and upgrading of the existing housing stock.
  - New buildings allow for existing Cedar Pointe South Apartments to remain and be renovated. Residents of existing buildings will have access to overall project amenities.

- Maintain an appropriate mix of housing types in each neighborhood based on available amenities, transportation resources and adjacent land uses.
  - Project expands the existing sidewalk network to provide safe pedestrian access to 66th Street which has extensive bus service in addition to the commercial/retail center across 66th from the site. The site improvements also link existing bike trails to the larger regional trail system.
• Encourage the use of design elements and strategies to create safer streets; facilitate social interaction between neighbors; foster connections with nearby business; and enhance neighborhood character, such as sidewalks, traffic calming strategies, front porches, alley enhancements and open/green space.
  
  o As mentioned above this project is designed with CPTED strategies.
  o Outdoor amenities such as playground, grilling stations, pet relief area, and raised planting beds for urban micro-farming with facilitate social interaction.
  o Integrating sidewalks into project and limiting curb cuts will create safer streets.

Goal: Ensure sufficient diversity in the housing stock to provide for a range of household sizes, income levels and needs.

Policies:

• Promote the development of a balanced housing stock that is available to a range of income levels.
  
  o New buildings provide housing type that doesn’t currently exist in the Cedar Avenue corridor. Also able to save and stabilize existing apartments as a more affordable multifamily housing option.

The FAR is .87 and equates to 46.8 units/acre which is considered High Density Residential (HDR) per Richfield Zoning Classification for both units per acre and multi-unit and multi-building developments. However it should be noted that being 3 stories in height is within the maximum height for Medium-High Density Residential (MHD) of 4 stories. Currently the site is zoned Mixed-Use and Medium-Density Residential per current Richfield Comprehensive Plan (updated 4/2017). It should be noted in the most recent prior Comprehensive Plans (multiple examples from 2011 through 2016) the site was identified as High-Density Residential (HDR), which also includes the Cedar Avenue Corridor Redevelopment Masterplan Update dated September 2016.

In conclusion, the Chamberlain Apartment project is consistent with the City of Richfield’s goals for the site and consistent with other Housing, Land Use and Transportation Goals of the Comprehensive Plan. Further, The Chamberlain is consistent with the following goals:

• To maintain and enhance the “urban hometown” character of Richfield – by providing contemporary apartment living with all the amenities. (Cedar Study 9)
• To develop identifiable nodes, corridors and gateways throughout the community – by reinforcing the Richfield Parkway design including pedestrian and bicyclist’s paths. (Cedar Study 9)
• To increase the diversity of housing options – by providing maintenance free housing for empty nesters….life-cycle housing that currently doesn’t exist in this neighborhood (5.9)
• Support the rehabilitation and upgrading of existing housing stock (5.10) - By renovating the existing 3 apartment buildings along Cedar Ave.

We respectfully ask The City of Richfield to approve our PUD application and recommend amending the Comprehensive Plan for the entire site from C2 & MR3 to MR3 entirely to accommodate The Chamberlain project.
**GENERAL NOTES:**

1. **NOTICE TO CONTRACTOR:**
   - **ELEVATIONS** per plans and specifications.
   - All work shall be in accordance with project drawings and specifications.
   - Intent is to provide an overall elevation of the building.

2. **ARCHITECTURE**
   - **Keynotes:**
     - **E12** CULTURED STONE VENEER
     - **E13** PRECAST CONCRETE SILL
     - **E09** ASPHALT SHINGLES
     - **E08** MULTI EXPOSURE CEMENTITIOUS LAP SIDING - COLOR "TBD"
     - **E5A** 5/4" x 5-1/2" CEMENTITIOUS TRIM - PREFINISHED CO LOR "TBD"
     - **E4B** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEX TURE - COLOR "6"
     - **E4A** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEX TURE - COLOR "5"
     - **E3B** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEX TURE - COLOR "4"
     - **E3A** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEX TURE - COLOR "3"
     - **E2B** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEXTURE - COLOR "2"
     - **E2A** PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEXTURE - COLOR "1"
     - **E01** INTEGRAL COLOR ROCK-FACE CMU
     - **E08.5** 4" PREFINISHED METAL RAIN GUTTER AND LEADER
     - **E20** PREFINISHED ALUMINUM LOUVER

3. **NOTICE TO CONTRACTOR:**
   - Any damage or loss to finishes due to weather or construction activity will be at the contractor's expense.

4. **NOTICE TO CONTRACTOR:**
   - All work shall be completed in accordance with the project specifications and drawings.

---

**ARCHITECTURE**

**Keynotes:**

- E12 CULTURED STONE VENEER
- E13 PRECAST CONCRETE SILL
- E09 ASPHALT SHINGLES
- E08 MULTI EXPOSURE CEMENTITIOUS LAP SIDING - COLOR "TBD"
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- E01 INTEGRAL COLOR ROCK-FACE CMU
- E08.5 4" PREFINISHED METAL RAIN GUTTER AND LEADER
- E20 PREFINISHED ALUMINUM LOUVER
850' - 0"
860' - 5 7/8"
870' - 11 3/4"
880' - 0 7/8"

B16
B8
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B10
B11
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B14
B15
E3B
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E09
E08
E01
E3A
E5A

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E43

AVERAGE GRADE TO MIDDLE POINT OF ROOF
40' - 0"

GENERAL NOTES:
1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS
2. GRADE VARIES AROUND BUILDINGS, COORDINATE EXTENTS OF ROCK-FACED BLOCK, SMOOTH FACED COLORED BLOCK, AND FOUNDATION BLOCK WITH GRADING PLAN; REFER TO CIVIL DRAWINGS FOR GRADING INFORMATION

KEYNOTES:
E01 INTEGRAL COLOR ROCK-FACE CMU
E2A PREFINISHED CEMENTITIOUS LAP SIDING - SMOOTH TEXTURE - COLOR "1"
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E08 MULTI EXPOSURE CEMENTITIOUS LAP SIDING - COLOR "TBD"
E09 ASPHALT SHINGLES
E10 ALUMINUM BALCONY - 5' x 10' TYP.
E12 CULTURED STONE VENEER
E13 PRECAST CONCRETE SILL
E20 PREFINISHED ALUMINUM LOUVER
E43 6" PREFINISHED METAL RAIN GUTTER AND LEADER
ELEVATIONS - BUILDING B

GENERAL NOTES:
1. REFER TO SPEC EXTERIOR FINISH SCHEDULE FOR MATERIAL DETAILS
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**GENERAL NOTES:**

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- E43 6" PREFINISHED METAL RAIN GUTTER AND LEADER
STAFF REPORT NO. 130
CITY COUNCIL MEETING
9/12/2017

ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a first reading of an ordinance that would make small wireless facilities a conditional use in residential districts.

EXECUTIVE SUMMARY:
State law gives “telecommunications right of way users” the right to install facilities in the right of way. This right is subject to local governmental authority to manage right of way permitting. In 2017, the Minnesota Legislature amended the definition of a “telecommunications right of way user” to include persons deploying facilities to provide "wireless service." Wireless providers may deploy a "small wireless facility" or a "wireless support structure" in the right of way.

While the city’s authority to deny permits in the right of way is limited, cities may make such facilities or structures a conditional use in right of way located in "a district or area zoned for single-family residential use or within a historic district.” The city council held a work session to discuss this issue on July 25, 2017 and directed city staff to move forward with an amendment to make these facilities a conditional use in single-family residential areas.

The attached ordinance is a first step. The city will continue to evaluate specific conditions to attach to these facilities (separation requirements, etc.), but given that cities are not permitted to adopt a moratorium to study the issue, the city attorney has advised simply making such uses conditional and utilizing the standard requirements of a conditional use permit for the time being.

RECOMMENDED ACTION:
By motion: Approve a first reading of the attached ordinance making "small wireless facilities" a conditional use in the Single-Family (R and R-1) Districts.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • None
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Statute defines "small" as antennas not exceeding six cubic feet, and all associated equipment,
excluding certain types (e.g. back-up generators), must either be concealed or less than 28 cubic feet. This is approximately the size of a refrigerator.

- In order to be an authorized support structure, any proposed new pole cannot exceed the littlest of 50 feet or 10 feet above an existing pole that is being replaced unless the local government allows a greater height.
- Local governments may deny permits based on reasonable health, welfare and safety concerns; on "reasonable accommodations for decorative wireless support structures or signs," or upon "any reasonable restocking, replacement, or relocation requirements" for a new wireless support structure in the right of way.
- Local governments may also impose separation requirements between new poles or other wireless support structures.

C. CRITICAL TIMING ISSUES:

- The 2017 Session Law amendments were effective immediately upon adoption. The City Attorney recommends modifications to city ordinances as soon as possible.

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- A public hearing to consider this ordinance was held before the Planning Commission on August 28, 2017.
- The Planning Commission recommended approval of the attached ordinance.
- The Council will consider final adoption of the ordinance on September 26, 2017.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Draft Ordinance</td>
<td>Ordinance</td>
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DRAFT

BILL NO. _____

AN ORDINANCE AMENDING THE RICHFIELD CITY CODE
REGULATIONS RELATED TO
CONDITIONAL USES IN THE
SINGLE-FAMILY RESIDENTIAL
(R AND R-1)
DISTRICTS

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 514.05, Subd. 11 of the Richfield City Code related to permitted uses in the Single-Family (R) Zoning District is amended to read as follows:

Subd. 11. Minor public utilities, excluding “small wireless facilities” and associated “wireless support structures.”

Section 2 Subsection 514.07, Subd. 12 of the Richfield City Code related to conditional uses in the Single-Family (R) Zoning District is amended to read as follows:

Subd. 12. Major public utilities, and “small wireless facilities” and associated “wireless support structures.”

Section 3 Subsection 518.05, Subd. 11 of the Richfield City Code related to permitted uses in the Low-Density Single-Family (R-1) Zoning District is amended to read as follows:

Subd. 11. Minor public utilities, excluding “small wireless facilities” and associated “wireless support structures.”

Section 4 Subsection 518.07, Subd. 4 of the Richfield City Code related to conditional uses in the Low-Density Single-Family (R-1) Zoning District is amended to read as follows:

Subd. 4. Major public utilities, and “small wireless facilities” and associated “wireless support structures.”

Section 5 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.
Passed by the City Council of the City of Richfield, Minnesota this 26th day of September, 2017.

______________________________
Pat Elliott, Mayor

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution supporting a grant application to Hennepin County for the Cedar Point South/Chamberlain project.

EXECUTIVE SUMMARY:
Hennepin County released a Transit Oriented Development (TOD) Program Request for Proposals in August. The TOD program offers grants and loans to support redevelopment and new construction that enhances transit usage. $1.7 million is available in the Fall 2017 funding round, and applications are due on September 14, 2017.

Staff is proposing to submit a request for $200,000 in grant funding to construct a segment of the Three Rivers Parks regional trail through the proposed Cedar Point South project. An additional $250,000 in acquisition funding is being requested to begin acquisition of houses located on 17th Avenue where a future townhome phase has been suggested. The Housing and Redevelopment Authority (HRA) agreed to apply for funds as part of the development agreement adopted by the HRA on August 29, 2017.

RECOMMENDED ACTION:
By motion: Approve a resolution supporting the submittal of a grant application to Hennepin County for Transit Oriented Development funds for the Cedar Point South/Chamberlain project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The Cedar Corridor Redevelopment Area was established in 2004 to provide a transition between the airport/commercial development areas to the east and the single-family residential areas to the west.
   - Inland Development Partners is proposing to redevelop a portion of the Cedar Corridor south of 66th Street with the construction of high-density, multi-family housing and the rehabilitation of three existing, medium-density apartment buildings.
   - Met Council grant funds were received to reconstruct the Parkway; however, the reconstruction of the trail is not an eligible expense with those funds, so additional funds are needed.
   - Staff has applied for TOD funds for the project in the past; however, the project was not considered far enough along to warrant funding.
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - Hennepin County requires the applicant to submit a resolution in support of the grant application.
   - It is the City's policy to seek grant funding when available and as appropriate.

C. **CRITICAL TIMING ISSUES:**
   - The grant application is due on September 14, 2017.
   - Funds would be awarded in November or December, 2017.
   - Funds must be expended by June 30, 2020.

D. **FINANCIAL IMPACT:**
   - Grant funding in the amount $450,000 is being requested.

E. **LEGAL CONSIDERATION:**
   - The Development Agreement approved by the Housing and Redevelopment Authority (HRA) on August 29, 2017, requires the HRA to apply for the grant on behalf of the development.
   - The City will be required to enter into a grant agreement with Hennepin County, if funding is awarded.
   - The City Attorney will review the grant agreement prior to execution.

**ALTERNATIVE RECOMMENDATION(S):**
- Do not approve the resolution.

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

**ATTACHMENTS:**

<table>
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<tr>
<th>Description</th>
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<td>Resolution</td>
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RESOLUTION NO.

RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION TO HENNEPIN COUNTY FOR TRANSIT ORIENTED DEVELOPMENT PROGRAM FUNDS FOR CEDAR POINT SOUTH

WHEREAS, the City of Richfield (the “City”) is a city located within Hennepin county and is therefore eligible to access the Transit Oriented Development (TOD) Grant; and

WHEREAS, the City had identified certain property for redevelopment within the Cedar Corridor Redevelopment Area; and

WHEREAS, Inland Development Partners has proposed a redevelopment project within the Cedar Corridor Redevelopment Area; and

WHEREAS, the City approves participation in this program as a multi-jurisdictional project; and

WHEREAS, the City recognizes the need for, and benefit of, transit oriented improvements as part of this proposed development.

NOW, THEREFORE BE IT RESOLVED, that the City Council supports and otherwise affirms and ratifies the submittal of application (in accordance with Minnesota Statutes § 383B.77, Subd. 3.), for the Transit Oriented Design Program administered by Hennepin County Housing and Redevelopment Authority and authorizes the Mayor and City Manager to execute any agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

__________________________
Pat Elliott, Mayor

ATTEST:

_________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a request for the temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:
On July 18, 2017, Davanni’s requested permission to serve strong beer outside in the parking lot area of their licensed establishment in conjunction with Richfield's Open Streets at Penn Fest event. While Davanni’s is currently licensed to sell wine and strong beer, their license is only valid for the interior area of their business and does not allow for outside service of alcohol.

This request for a temporary expansion of the licensed premises for Davanni’s would allow for the service of strong beer only, and would be valid only on Sunday, September 17, 2017, from 12:00 p.m. to 4:00 p.m. during Richfield's Open Streets at Penn Fest event.

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

RECOMMENDED ACTION:
By Motion: Approve a request for a temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The following requirements have been met:
     - The City has been provided with a written narrative and drawing of the parking area showing how Davanni’s will control the flow of patrons purchasing beer and how they will be contained and monitored.
     - Proof of liquor liability insurance covering the exterior of the premises has been provided showing Christensen Group Insurance affording the coverage.
     - The applicant has contacted the food sanitarians from the City of Bloomington to ensure
proper food handling practices are followed.

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:**
   - Open Streets at Penn Fest takes place on September 17, 2017, so approval by the City Council is required at the regular meeting on September 12.

D. **FINANCIAL IMPACT:**
   - This is a temporary expansion for the premises of their current alcohol license, so no fee is required for the temporary expansion permit.

E. **LEGAL CONSIDERATION:**
   - Minnesota Statute 340A.410, Subd. 7, states a licensing authority may issue a retail alcoholic beverage license only for a space that is compact and contiguous and the retail alcoholic beverage license is only effective for the licensed premises specified in the approved application which, in this case, is the interior of their business only. In previous years, the City attorney has advised the staff that the Council would need to approve an expansion beyond the interior walls of any establishment not already licensed for outdoor service.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council could deny the request for the temporary expansion of the licensed premises for Davanni’s. This would mean the applicant would not be able to serve strong beer outside in the parking lot area of their establishment during Richfield’s Open Streets at Penn Fest event.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Melissa Morrissette - General Manager

**ATTACHMENTS:**

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Narrative, drawing and Insurance for Davanni’s</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
July 18, 2017

Request for Temporary Expansion of our premises to serve beer outside at Penn Fest

Penn Fest is Sunday, September 17th from 12pm-4pm

We will section off a 32 foot x 32 foot square along the West Side of our building and the South Side of our parking lot. We will be using hurricane fencing.

We will have employees out selling beer at a table. We will have an employee checking id. Wrist Bands will be used, so that seller is confident that identification has been checked. WE will have some tables available in this area, as well.

Our pizza tent, where slices will be sold, will be outside of this area, this will keep the beer area easy to monitor.

Below is a drawing of the parking lot area.

Thanks for considering this opportunity.

Melissa Morrissette - General Manager

Davanni's
6345 Penn Ave S
Richfield, MN 55423
612/866-3324
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Christensen Group Insurance
11100 Bren Road West
Minnetonka, MN 55343

DAVANNI'S, INC.
1100 Xenium Ln N Ste 2
Plymouth, MN 55441

INSURED

MINCEY

CONTACT NAME: Barb Michaels
PHONE: (952) 653-1000
FAX: (952) 653-1100
E-MAIL: bsmith@christensengroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: West Bend Mutual
MHC # 15350

COVERAGES

CERTIFICATE NUMBER: 16-17 GL Master
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 6345 Penn Avenue South, Richfield, MN - City of Richfield is included as an additional insured regarding General Liability as required by written contract. Includes coverage for Parking Lot during Penn Fest event.

CERTIFICATE HOLDER

City of Richfield
Richfield, MN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Buchok/BARBM

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<table>
<thead>
<tr>
<th>Other Named Insureds</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCNW PARTNERS LLP (5937 Summit Dr location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>CHAD PARTNERS LLP (310 White Bear Ave location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>CLEVELAND &amp; GRAND LLC (41 S Cleveland location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>COFFEE BENE' (53 S Cleveland location)</td>
<td>Additional Named Insured</td>
</tr>
<tr>
<td>DAVANNIS COON RAPIDS LLC (3430 129th Ave location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>DAVANNIS WOODBURY LLC (1905 Donegal Dr location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>FLYING RED HORSE LLC (8061 Flying Cloud location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>FOURHEADS LLP (2500 Riverside location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>HARBOR PLACE LLP (3015 Harbor Lane location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>HEARTH, LLP (825 Montreal Way location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>OVENHEART BAKERY</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>PAR ASSOCIATES LLP (1905 W Perimeter location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>RICH D LLC (6345 Penn Ave location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>Oven Hearth Wholesale Bakery</td>
<td>Doing Business As</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of wine and strong beer in their parking lot on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:
On August 16, 2017, Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, requested permission to serve wine and strong beer outside in the parking lot area of their licensed establishment in conjunction with Richfield's Open Streets at Penn Fest event. While Fireside Foundry is currently licensed to sell intoxicating liquor, their license is only valid for the interior and outside patio areas of their business and does not allow for outside service, beyond the patio, of alcohol.

This request for a temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, would allow for the service of wine and strong beer only, and would be valid only on Sunday, September 17, 2017, from 11:00 a.m. to 7:00 p.m. during Richfield's Open Streets at Penn Fest event.

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

RECOMMENDED ACTION:
By motion: Approve the request for a temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of wine and strong beer in their parking lot on Sunday, September 17, 2017, in conjunction with Richfield's Open Streets at Penn Fest event.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The following requirements have been met:
     - The City has been provided with a written narrative and drawing of the parking area showing how Fireside Foundry will control the flow of patrons purchasing beer and how
they will be contained and monitored.

- Proof of liquor liability insurance covering the exterior of the premises has been provided showing West Bend Mutual affording the coverage.
- The applicant has contacted the food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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:**
   - Open Streets at Penn Fest takes place on September 17, 2017, so approval by the City Council is required at the regular meeting on September 12.

D. **FINANCIAL IMPACT:**
   - This is a temporary expansion for the premises of their current alcohol license, so no fee is required for the temporary expansion permit.

E. **LEGAL CONSIDERATION:**
   - Minnesota Statute 340A.410, Subd. 7, states a licensing authority may issue a retail alcoholic beverage license only for a space that is compact and contiguous and the retail alcoholic beverage license is only effective for the licensed premises specified in the approved application which, in this case, is the interior of their business only. In previous years, the City attorney has advised the staff that the Council would need to approve an expansion beyond the interior walls of any establishment not already licensed for outdoor service.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council could deny the request for the temporary expansion of the licensed premises Fireside Foundry. This would mean the applicant would not be able to serve wine and strong beer outside in the parking lot area of their establishment during Richfield's Open Streets at Penn Fest event.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Representative of Fireside Foundry.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Narrative, drawing and insurance for Fireside Foundry</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
Thanks Jessica,

We will be serving beer and wine from 11am until 7 pm. We have put in place a number of measures to assure compliance with all local, state and federal laws. On each end of the parking lot we will have barriers to control the flow of guests entering the Fireside Foundry parking lot. At both these entrances we will have two individuals checking id’s and when the check is completed they will give the of age patron a wrist band. When the patron then goes into the beer garden area they will have to show their wrist band. In addition if anyone looks under the age of 30 we have instructed the bartenders to complete and additional identification check at the bar. This will assure us and all agencies that we are combating underage drinking aggressively. The duo of individuals at each entrance will also control the flow exiting and look for anyone attempting to leave the premises with an alcoholic beverage.

I hope this answers all of the City Council’s questions.

With warmest personal regards I remain;

Very truly yours;

Harrison Edward Cherney
Director Of Operations
Fireside Restaurants
612-695-1707
hcherney@firesiderestaurants.com

Fireside Foundry
6736 Penn Ave, S.
Richfield, MN 55423
612-869-4040
www.firesidefoundry.com
info@firesiderestaurants.com

Fireside Bar and Restaurant
3410 150th St, W.
Rosemount, MN 55068
651-344-7651
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Christensen Group Insurance
11100 Ben Road West
Minnetonka MN 55343

INURED
Thompsons Fireside Pizza, Inc;
DBA Fireside Foundry
3410 150TH ST W
ROSEMONT MN 55068

INSURER(S) AFFORDING COVERAGE

INSCRIBER A: West Bend Mutual
INSCRIBER B:
INSCRIBER C:
INSCRIBER D:
INSCRIBER E:

DATE (MM/DD/YYYY)
8/16/2017

CERTIFICATE NUMBER: 17-18 Master Liability

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>X CLAIMS-MADE</th>
<th>OCCUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
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<tr>
<td>POLICY</td>
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<td>PROJ.</td>
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<tr>
<td>LOC.</td>
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<tr>
<td>OTHER</td>
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</tbody>
</table>

A COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR

GENL. AGGREGATE LIMIT APPLIES PER:

X POLICY PROJ. LOC.

OTHER

A PER OCCURANCE DAMAGE TO RENTED PREMISES (Per occurrence) MED-EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMMR AGG

$1,000,000 $300,000 $1,000 $1,500,000 $2,000,000 $3,000,000

A EXCESS LIAB OCCUR CLAIMS-MADE

A PER OCCURANCE

AGGREGATE

$1,000,000 $1,000,000

A PER OCCURANCE

PROPERTY DAMAGE (Per accident)

$5

A OCCURRENCE

EL. EACH OCCURRENCE

EL. EACH OCCURANCE

$1,000,000

A LIQUOR LIABILITY

1250066

1/1/2017

UNTIL CANCELLED

Occurrence

Agggregate

$1,000,000

$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161): Additional Referenced Schedule, may be attached if more space is required.

Certificate Holder is provided evidence of coverage as respects location 6736 Penn Ave S Richfield, MN. Coverage extends to parking lot area.

CERTIFICATE HOLDER

City of Richfield
6700 Portland Ave S
Richfield, MN 55423

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dan Rockwell/MLZ

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

INS5025 (2014/01)
## Additional Named Insureds

<table>
<thead>
<tr>
<th>Other Named Insureds</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fireside Bar and Restaurant</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>Fireside Foundry</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>Thompsons Fireside Pizza II, Inc.</td>
<td>Additional Named Insured</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution appointing Health Administrator Anderson as the Board of Health's (City Council) agent on matters relating to the Minnesota Department of Health as it relates to Richfield's Local Public Health grant.

EXECUTIVE SUMMARY:
The Minnesota Department of Health requires that each Board of Health (City Council) appoint an agent who may be reached between board meetings by agents of the Commissioner of Health in case of, for example, a disease outbreak or a problem related to other public health responsibilities. The Minnesota Department of Health requests that this information be updated. This was last done in 2014 and is simply a housekeeping item that needs to be accomplished to meet the State Statute requirements. Health Administrator, Jennifer Anderson, will act in that capacity on behalf of the City Council.

To avoid any confusion, it should be noted that the Board of Health is technically the City Council while the Advisory Board of Health, which is made up of citizens, is an Advisory Board to the City Council on health related matters.

RECOMMENDED ACTION:
By Motion: Approve a resolution appointing Health Administrator Anderson as the Board of Health's (City Council) agent on matters relating to the Minnesota Department of Health as it relates to Richfield's Local Public Health grant.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • The Minnesota Department of Health requires that each Board of Health (City Council) appoint an agent who may be reached between board meetings by agents of the Commissioner of Health in case of, for example, a disease outbreak or a problem related to other public health responsibilities. The Minnesota Department of Health requests that this information be updated.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Health Administrator Osborn was named as the Board of Health's (City Council) agent in both 1990, 1993 and 2014. An updated resolution is necessary at this time.
C. **CRITICAL TIMING ISSUES:**
   - N/A

D. **FINANCIAL IMPACT:**
   - Appointing an agent to the Board of Health (City Council) is one of the requirements that must be met in order to remain eligible to be able to continue to receive Local Public Health funds from the Minnesota Department of Health.

E. **LEGAL CONSIDERATION:**
   - N/A

**ALTERNATIVE RECOMMENDATION(S):**
- The Council could decide not to appoint the Health Administrator as the Board’s agent with the Minnesota Department of Health. This would mean that the City of Richfield would not be in compliance with the Local Public Health Act until another agent had been named.

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution authorizing to appoint an agent to act on the Board of Health's behalf re: public health responsibilities</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING to Appoint an Agent to Act on the Board of Health's behalf regarding Public Health Responsibilities

WHEREAS, Resolution No. 8002, approved by the City Council on April 12, 1993, is superseded by this updated resolution;

WHEREAS, the City Council acts as the Community Health Board (“Board”) for the City of Richfield by virtue of its authority under Minnesota Statutes, Chapter 145A, in accordance with the Board’s articles and bylaws, and by this Resolution of the Board adopted at a scheduled meeting held on January 14, 2014, hereby appoints and authorizes the following person(s) to act on the Board’s behalf and bind the Board for the following purposes;

NOW, THEREFORE, BE IT RESOLVED that the Richfield City Council hereby appoints and authorizes the following person(s) to act on the Board’s behalf and bind the board for the following purpose;

1. To serve as the Board’s agent according to Minnesota Statute 145A.04, Subd. 2, to implement the provisions of the Local Public Health Act (Chapter 145A of Minnesota Statutes) including, but not limited to, the authority to remove or abate threats to the public health such as a public health nuisance, source of filth or cause of sickness found on any property, and initiate action to recover the costs of enforcement, pursuant to Minnesota Statutes, Sections 145A.04 Subd. 8 and 145A.08. Designation of authority includes communicating with the Commissioner of Health and disseminating that information to the Board, as well as providing information to the Commissioner of Health on the Board’s behalf.

   Name: Jennifer J. Anderson
   Address: 6700 Portland Avenue South
   Phone number: 612 861-9881     Fax: 612 861-9824

2. To sign and submit to the Commissioner the prepared Community Health Plan, revisions to the Plan and activity reports submitted according to Minnesota Statute 145A.10, subd. 5a and 10.

   Name: Jennifer J. Anderson
   Address: 6700 Portland Avenue South
   Phone number: 612 861-9881     Fax: 612 861-9824
3. To sign and submit to the Commissioner the Board’s annual budget, revisions to the budgets, and expenditure reports submitted according to Minnesota Statutes 145A.
   Name: Jennifer J. Anderson
   Address: 6700 Portland Avenue South
   Phone number: 612 861-9881       Fax: 612 861-9824

4. To sign and execute on behalf of the Board contracts for funding administered by the Commissioner of Health.

   Name: Jennifer J. Anderson
   Address: 6700 Portland Avenue South
   Phone number: 612 861-9881       Fax: 612 861-9824

This resolution authorizes the above referenced appointee to act on behalf of and bind the board to the extent and for the purposes indicated in this resolution.

Passed by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

______________________________
Pat Elliott, Mayor

Attest:

______________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the continuation of the agreement with the City of Bloomington for the provision of food inspection services for Richfield for the year 2018.

EXECUTIVE SUMMARY:
The City of Bloomington and the City of Richfield have had a contract for over 30 years for Bloomington to provide inspection and enforcement services in the areas of food, beverage, lodging, and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2018 for these services will be $134,200, compared to the 2017 contract amount of $130,300. This is a 3% increase over the dollar amount paid to Bloomington in 2017. The increase is tied into increased benefit costs and staff salaries.

RECOMMENDED ACTION:
By motion: Approve the continuation of the agreement with the City of Bloomington for the provision of food inspection services for Richfield for 2018.

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

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

C. CRITICAL TIMING ISSUES:
   - N/A

D. FINANCIAL IMPACT:
   - A 3% budget increase has been communicated to Richfield by Bloomington, so the amount of $134,200 has been captured in Richfield's 2018 budget.
E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the contract and has approved of it and its contents.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council could decide to have Richfield provide its own food service inspections, beverage and lodging and the public swimming pools inspections and plan to check food services; however, the State would have to approve this change and would likely be concerned about staffing, response and capacity issues. The cost of hiring the necessary staff to provide the same level of services and administrative support would be more than the current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Food Inspection Contract</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHLFIELD, MINNESOTA FOR INSPECTIONS OF FOOD & BEVERAGE, LODGING, THERAPEUTIC MASSAGE, & BODY ART ESTABLISHMENTS AND INSPECTIONS OF PUBLIC SWIMMING POOLS

This Agreement is made this ___ day of ________, 2017, by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018, subject to termination as provided in paragraph 6.

2. For the term of this Agreement, Bloomington shall provide the following services:

   a. Food establishment inspections and code enforcement as necessary.

      i. “High risk” food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.

      ii. “Medium risk” food establishments required to have a certified food manager (license type III) will be inspected two (2) times per year.

      iii. “Medium risk” food establishments not required to have a certified food manager (license type IV) and “Low risk” (license type V) food establishments will be inspected one (1) time per year.

   b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.
c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.

d. All lodging establishments inspected at least once (1) per year.

e. All therapeutic massage and body art establishments inspected at least once (1) per year.

f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.

3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other applicable policies and ordinances as established by Richfield.

4. Bloomington shall assume the expense of performing the inspections and code enforcement.

5. In 2018, Richfield shall pay Bloomington the sum of ONE HUNDRED THIRTY FOUR THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($134,200.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2018, and the remainder shall be due on November 30, 2018.

6. Either party may terminate this Agreement as follows:

   a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or

   b. At any time, upon mutual agreement of the parties.

7. In the event of a termination prior to December 31, 2018, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or
expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

9. To the fullest extent allowed by law, Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield’s performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Richfield, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

10. Bloomington shall carry municipal liability insurance in the amount of at least $500,000 per individual and $1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of $100,000. Richfield shall be named as an additional insured on Bloomington’s municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker’s Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.

11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of $62.00 per hour plus the direct cost of all laboratory sample analysis, and said hourly rate shall be separate from, and in addition to, the
payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Richfield under this contract, shall not be considered employees of Richfield. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Bloomington personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its officers, officials, agents, or employees shall in no way be the responsibility of Richfield. Bloomington shall defend, indemnify and hold Richfield, its guests, invitees, members, officers, officials, agents, volunteers, representatives and/or subcontractors harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel and other persons working on its behalf shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.

14. The books, records, documents, and accounting procedures of Bloomington relevant to this Agreement, are subject to examination by Richfield and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.

15. This Agreement represents the entire Agreement between Bloomington and Richfield and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilize its own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

17. Bloomington and Richfield agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties shall decide whether mediation will be binding or non-binding. If the parties cannot reach agreement, mediation will be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statutes of limitations.

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.
IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON

DATED: 7-24-17
BY: [Signature]
Its Mayor

CITY OF RICHFIELD

DATED: [Signature]
BY: [Signature]
Its Mayor

DATED: [Signature]
BY: [Signature]
Its City Manager

Reviewed and approved by the City Attorney.

[Signature]
City Attorney
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an agreement allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

EXECUTIVE SUMMARY:
The Richfield Police Department is eligible to receive the Edward Byrne Memorial Justice Assistance Grants (JAG) from the Department of Justice and has been awarded a grant for $9,656.75. The grant money will be used by Public Safety for training and purchasing of equipment. Grant funding is based on a threshold of reported Part I crimes which are in comparison to the population of the respective community.

Several Hennepin County municipalities receive these grants including the cities of Bloomington, Brooklyn Center, Brooklyn Park, and Minneapolis. The JAG Grants are administered through Hennepin County’s Office of Administration.

RECOMMENDED ACTION:
By motion: Approve a resolution allowing Richfield Department of Public Safety to accept grant monies from the U.S. Department of Justice, Office of Justice Programs, the Justice Assistance Grant (JAG) Program.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The grant money will be used by Public Safety for training and purchasing of equipment.
   - The Public Safety Department has been informed that additional funds will be made available to the department as part of the Edward Byrne Memorial Justice Assistance Grant (JAG). The grant allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.
   - Notification was received that the City of Richfield was approved to receive $9,656.75 from the JAG Grant for 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Public Safety does not accept financial support unless it is designated for a specific program that
will affect the department as a whole.
- The grant money will be used by Public Safety for training and purchasing of equipment.
- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:
- The grant money will be used by Public Safety for training and purchasing of equipment

D. FINANCIAL IMPACT:
- Five percent (5%) or $482.84 of the total $9,656.75 has been removed as approved by the administrator of the grant for administrative costs. Richfield Public Safety will receive $9,173.91.

E. LEGAL CONSIDERATION:
- N/A

ALTERNATIVE RECOMMENDATION(S):
- Council could disapprove of the acceptance of the grant monies and the funds would have to be returned.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

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

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT THE EDWARDS BYRNE MEMORIAL GRANT (JAG) FOR $9,656.75 FROM THE OFFICE OF JUSTICE PROGRAMS TO BE USED FOR REPLACING THE SQUAD CAR RIFLES CURRENTLY USED BY RICHFIELD POLICE DEPARTMENT OFFICERS

WHEREAS, Richfield Police has been approved by U.S. Department of Justice to participate in funds available to several Hennepin County departments through the Edwards Byrne Memorial Grant (JAG); and

WHEREAS, Richfield is scheduled to be awarded $10,240 to be used as designated by grant agreement which mandates that the funds be used for law enforcement related programs and or equipment; and,

WHEREAS, Richfield has agreed that Hennepin County will serve as the fiscal agent on behalf of the Cities of Bloomington, Brooklyn Center, Brooklyn Park, Minneapolis, and Richfield; and,

WHEREAS, in accordance with the agreement, five percent (5%) ($482.84) of the total amount ($9,656.75) has been set aside for the costs associated with administering the JAG funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department will accept funds designated for police programs and equipment in accordance to and as listed above.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

________________________________________
Pat Elliott, Mayor

ATTEST:

________________________________________
Elizabeth VanHoose, City Clerk
This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the “COUNTY”), the Cities of Bloomington, Brooklyn Center, Brooklyn Park, Richfield and Minneapolis (“CITIES”) (COUNTY and/or Cities may be individually called a “PARTY” and collectively called “PARTIES”).

WHEREAS, the PARTIES, authorize the COUNTY to submit a grant application to the United States Department of Justice for the FY17 Edward Byrne Memorial Justice Assistance Grant (the “GRANT”) (The Catalog of Federal Domestic Assistance -- CFDA number for this grant is 16.738.) on behalf of the PARTIES and to serve as fiscal agent for the PARTIES; and

WHEREAS, the PARTIES recognize the need to set forth the duties and obligations of the PARTIES with respect to the administration of the Grant;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereafter set forth, the PARTIES hereby agree as follows:

1. **TERM**
   This Agreement shall become effective upon approval by all PARTIES on October 1, 2016 and shall continue through September 30, 2020, or the completion of the services provided hereunder, whichever is earlier, unless terminated earlier in accordance with the provisions herein.

   Any Party may cancel this Agreement immediately if the Party reasonably believes there has been a failure to comply with the provisions of this Agreement, or failure to comply with the terms of the Grant award, rules, or guidelines or failure to comply with applicable law.

2. **SERVICES TO BE PROVIDED**
   Hennepin County will submit the FY17 Edward Byrne Memorial Justice Assistance Grant application 2017-H2280-MN-DJ (“Grant”).
In the event all Grant funds are received, each local unit of government will receive grant funds in the following amounts:

<table>
<thead>
<tr>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLOOMINGTON</td>
<td>$16,183.25</td>
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<tr>
<td>BROOKLYN CENTER</td>
<td>$13,316.15</td>
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<tr>
<td>BROOKLYN PARK</td>
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<tr>
<td>MINNEAPOLIS</td>
<td>$269,337.77</td>
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<tr>
<td>HENNEPIN COUNTY DEPARTMENTS</td>
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<td>HENNEPIN COUNTY FOR ADMINISTRATION</td>
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</tr>
<tr>
<td>RICHFIELD</td>
<td>$9,656.75</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$572,322.00</strong></td>
</tr>
</tbody>
</table>

If the Grant funds are less than $572,322, the parties shall distribute the actual funds received in proportion to the table above less the costs of administration set forth herein.

If any Grant funds are received, Hennepin County shall serve as the fiscal agent on behalf of the above named local units of government. The COUNTY shall provide financial administrative services necessary for the administration of the grant, including but not limited to the following:

- Satisfy financial and administrative grant requirements.
- Submit financial, programmatic and similar reports required under the grant.
- Work with the Department of Justice to resolve administrative issues.
- Comply with grant conditions regarding financial administration of the grant including but not limited to reporting, data collection and evaluation requirements prescribed by the grant.
- Coordinate compliance with the organization audit requirements attached to the grant.
- Manage grant funds.
- Pursuant to applicable accounting standards and procedures, maintain financial and accounting books and records as shall be necessary, appropriate and convenient for the proper administration of the grant.

For serving as fiscal agent hereunder, COUNTY shall be paid an administrative fee equal to five percent (5%) of the Grant Funds, to be paid upon receipt of the Grant funds.

3. **DUTIES OF THE PARTIES**
The PARTIES, individual and collectively, acknowledge that COUNTY will be administering the Grant on their behalf and agree to cooperate fully with COUNTY in all matter with respect to such grant administration so as to allow
COUNTY to satisfy the grant requirements, including but not limited to the following acts:

- Comply with the provisions of the Grant award, rules, and guidelines and comply with applicable law including, as applicable, but not limited to the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133.
- Maintain books and records relating to the receipt and expenditure of grant funds for six (6) years after expiration of this Agreement.
- Report on performance measurement goals to the other PARTIES on a quarterly basis.
- Upon request, report the receipt and expenditures to the other PARTIES on a quarterly basis, then report a final accounting, pursuant to applicable accounting standards, upon expiration of this Agreement.
- Supply full and complete information, as requested by COUNTY, so as to allow COUNTY to satisfy the grant conditions and requirements.
- Work together with COUNTY to ensure that all grant conditions and requirements are met.
- Provide COUNTY with data and information sufficient for COUNTY to meet its reporting, data collection and evaluation requirements as prescribed by the grant.
- Eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
- Abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

4. LIABILITY AND INDEMNIFICATION
Each PARTY agrees that it will be responsible for its own errors, acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts and omissions of any other PARTY and the results thereof. CITIES agree to defend, indemnify and hold harmless COUNTY from all liabilities, claims, demands, losses, costs, expenses and causes of action of any kind or character, including the cost of defense thereof, resulting from or related to COUNTY’S role as fiscal agent hereunder.
The PARTIES liability is governed by the provisions of Minnesota Statutes, Chapter 466. Under no circumstances shall a PARTY be required to pay on behalf of itself and other PARTIES any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one PARTY. The statutory limits of liability for some or all of the PARTIES may not be added together or stacked to increase the maximum amount of liability for any party.

5. COUNTERPARTS
This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

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COUNTY BOARD AUTHORIZATION

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: ____________________________
    Jan Callison, Chair of Its County Board

Date: __________________________

ATTEST: ________________________
        Deputy/Clerk of County Board

Date: __________________________

And: ____________________________
    David Hough, County Administrator

Date: __________________________

CITY OF RICHFIELD

By: ____________________________ Date: ______________
    Mayor ____________________________
    Pat Elliott

And: ____________________________ Date: ______________

Title/Name: ________________________________
            Elizabeth VanHoose, City Clerk

ADDITIONAL SIGNATURES ARE INCLUDED ON ADDITIONAL PAGES
RECOMMENDED ACTION:
By motion: Approve a resolution allowing the Richfield Department of Public Safety to accept grant monies from the Office of Traffic Safety (OTS) for a four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2013, it was estimated that by the National Safety Council that the cost of alcohol-related crashes in Minnesota was $235 million. In that same year, 20 percent of those involved in alcohol related crashes were seriously injured and another 30 percent were killed.
- The average number of DWI arrests per year in Richfield is 124. The goal is to increase that to 175 DWI arrests per year.
- In 2014, Richfield had 18 DWI crashes. From October 1, 2015 to September 30, 2016 there were 16 DWI crashes, which is the fiscal year for State of Minnesota agencies. (As of the date of this staff report we are unable to get updated statistical data from the State of Minnesota)
- Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be

...
a required part of the DWI officer's schedule.
- Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings associated with these statistics.
- Proactive criminal interdiction patrol would also be implemented.
- The City of Richfield has been approved to receive $104,448 from the DWI Officer grant for 2018.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
  - The grant money will be used by Public Safety to pay for one full-time police officer salary; including overtime and/or training.
  - Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:
- The total length of the grant is expected to be for four years, however, grants will be written for one federal fiscal year at a time.

D. FINANCIAL IMPACT:
- Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Both the officer and majority of the equipment funded by the grant can only be used for the enforcement of laws prohibiting driving while impaired. If the DWI officer responds to, or is called to an incident for something other than an alcohol-related driving offense, the time spent on non-DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. The vehicle will be assigned to and driven solely by the DWI officer.
- The Richfield Department of Public Safety has developed a work plan and budget that have been approved by the OTS.
- The grant will cover one full-time sworn officer, fringe benefits and a squad car with the necessary equipment to enforce traffic laws. Squad operating costs per mile, maintenance, uniforms and weapons are not covered by the grant. The Richfield Department of Public Safety has funds budgeted for items not covered by the grant.

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

ALTERNATIVE RECOMMENDATION(S):
- Council could disapprove the acceptance of the grant monies but the Richfield Department of Public Safety would then not be able to dedicate an officer and fully equipped squad car to DWI enforcement.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>DWI Grant Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>DWI Grant Officer Agreement</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Certification Regarding Lobbying</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $104,448 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER AND FULLY EQUIPPED SQUAD DEDICATED TO DWI ENFORCEMENT FOR FOUR YEARS.

WHEREAS, Richfield Police Department has been approved by the Office of Traffic Safety (OTS) to receive funds made available to eight Counties in the State of Minnesota through federal funding provided by the National Highway Traffic Safety Administration (NHTSA); and

WHEREAS, Richfield is scheduled to be awarded $104,448 or a lesser amount as awarded by the Minnesota Department of Public Safety to be used as designated by the grant agreement which mandates that the funds be used to support one full time officer, a squad car and the equipment dedicated to DWI enforcement for a term of four years; and,

WHEREAS, Richfield has agreed that the Minnesota Department of Public Safety will serve as the fiscal agent; and,

WHEREAS, in accordance with the agreement, squad operating costs per mile, maintenance, uniforms, weapons and time spent in excess of 15 minutes on non-DWI related calls will be covered by the Richfield Police Department; and,

WHEREAS, Richfield Police has established an approved budget with the OTS for $104,448 or a lesser amount for the DWI enforcement program; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2017 to September 30, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
**Minnesota Department of Public Safety ("State")**
Office of Traffic Safety
445 Minnesota Street, Suite 150
St. Paul, Minnesota 55101-5150

**Grant Program:** 2018 National Highway Traffic Safety Administration (NHTSA): DWI Officers
**Project No.:** 18-03-16
**Grant Agreement No.:** A-OFFICR18-2018-RICHEPD009

**Grantee:** Richfield Police Department
6700 Portland Avenue South
Richfield, MN 55423-2560

**Grant Agreement Term:**
**Effective Date:** 10/01/2017
**Expiration Date:** 09/30/2018

**Grantee’s Authorized Representative:**
Sergeant Matthew Steen
Richfield Police Department
6700 Portland Avenue South
Richfield, MN 55423-2560
**Phone:** (612) 246-2375
**Email:** msteen@cityofrichfield.org

**Grant Agreement Amount:**
**Original Agreement** $104,448.00
**Matching Requirement** $0.00

**State’s Authorized Representative:**
Terri Pieper, Grant Coordinator
445 Minnesota Street, Suite 150
St. Paul, Minnesota 55101-5150
**Phone:** (651) 201-7073
**Email:** Terri.Pieper@state.mn.us

**Federal Funding:** CFDA 20.608 and CFDA 20.616
**FAIN:** 18X9205464MN17 and FAIN:
18X920405DMN17
**State Funding:** None
**Special Conditions:** None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2018 National Highway Traffic Safety Administration (NHTSA): DWI Officers Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Office of Traffic Safety, 445 Minnesota Street, Suite 150, St. Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2018 National Highway Traffic Safety Administration (NHTSA): DWI Officers Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines ([https://app.dps.mn.gov/EGrants](https://app.dps.mn.gov/EGrants)), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

DPS Grant Agreement non-state (OTS 06/16)
Grant Agreement

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.12 and 16C.02.

   Signed: ____________________________
   Date: ____________________________

   Grant Agreement No. A-OFF1CR18-2018-RICHFPD-609
   PO No. 3-49780

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

   By: ____________________________
   Title: ____________________________
   Date: ____________________________

   By: ____________________________
   Title: ____________________________
   Date: ____________________________

3. STATE AGENCY
   By: ____________________________
   Title: ____________________________
   Date: ____________________________

   (with delegated authority)

   Distribution: DPS/TAS
   Grantee
   State's Authorized Representative

DPS Grant Agreement non-state (OTS 06/16)
CERTIFICATION REGARDING LOBBYING
(For State of Minnesota Contracts and Grants over $100,000)

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

__________________________________________________________
Organization Name

__________________________________________________________
Name and Title of Official Signing for Organization

By: ______________________________________________________
Signature of Official

__________________________________________________________
Date
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing a new four-year contract to provide two Juvenile Investigator/School Liaison Officer services for School District #280 at the Richfield High School and the Richfield Middle School.

EXECUTIVE SUMMARY:
Currently, the City of Richfield Department of Public Safety has a contract with Richfield Public Schools District 280 to provide two Juvenile Investigator/School Liaison Officer services to the school district. The current contract expired on June 30, 2017. The Department of Public Safety would like to enter into a new contract with the school district. The renewed contract would be effective from July 1, 2017 through June 30, 2021.

RECOMMENDED ACTION:
By motion: Approve a resolution authorizing a contract to provide two police officers as Juvenile Investigator/School Liaison Officer Services to School District #280 at the Richfield High School and Richfield Middle School, along with other schools in the district, as necessary.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- Richfield Police Department has provided School District #280 with Juvenile Investigator/School Liaison Officer services since 1993. The most current contract between School District #280 and the Richfield Police Department expired June 30, 2017.
- A new four year contract (July 1, 2017 to June 30, 2021) for the continued services of the Juvenile Investigator/School Liaison Officer services has been agreed upon by Steven Unowsky, Superintendent of schools for Richfield District #280, and Steven Devich, Richfield City Manager.
- The new contract will provide two officers from the Richfield Police Department as Juvenile Investigator/School Liaison Officer services at Richfield Senior High School and Richfield Middle School. Both Juvenile Investigator/School Liaison Officer will work with the other schools in the district as needed.
- The primary duties of the Juvenile Investigator/School Liaison Officer services are to: promote the safety & welfare of the students in conjunction with school staff and administrators, prevent
delinquency & investigate criminal or delinquent conduct, encourage positive attitudes towards the law and law enforcement, deter child abuse and neglect and assist school administrators in determining the proper course of action when physical violence occurs, advise school administration on matters of building security & occupant safety and promote positive youth development.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - School District #280 wishes to enter into the contract for two Juvenile Investigator/School Liaison Officer positions and continue a partnership with the City.
   - Richfield Police Department wishes to continue a contract with the school district to provide the Juvenile Investigator/School Liaison Officer services.

C. CRITICAL TIMING ISSUES:
   - The current contract expired June 30, 2017.
   - A 30-day written notice must be given to terminate the contract.

D. FINANCIAL IMPACT:
   - For this renewal period and each fiscal period thereafter, funds contributing to the salary shall be paid by Richfield School District #280 to the City for two Juvenile Investigator/School Liaison Officer services.
   - The renewal contract dollar amount shall be adjusted annually at the end of each school year to reflect a maximum annual compensation of:
     - $76,730 in 2017-18
     - $78,265 in 2018-19
     - $79,830 in 2019-20
     - $81,427 in 2020-21

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

ALTERNATIVE RECOMMENDATION(S):
   - Council may not approve the contract. School District #280 would then need to contract with another law enforcement jurisdiction to provide the services.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Police/School Liaison 2017-2021</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF RICHFIELD/PUBLIC SAFETY DEPARTMENT AND RICHFIELD SCHOOL DISTRICT #280 TO APPROVE SCHOOL DISTRICT FUNDS TO PROVIDE TWO RICHFIELD OFFICERS AS SCHOOL LIAISON OFFICERS AT THE RICHFIELD SENIOR HIGH SCHOOL AND THE RICHFIELD MIDDLE SCHOOL, AND OTHER SCHOOLS IN THE DISTRICT AS NECESSARY

WHEREAS, Richfield Police Department has provided school liaison service to the Richfield School District #280 since 1993; and,

WHEREAS, the 2013-2017 contract between the Richfield Police Department and the Richfield School District #280 expired on June 30, 2017; and,

WHEREAS, a new four year contract has been agreed upon between the City of Richfield and the Richfield School District #280; and,

WHEREAS, the new contract will call for Richfield Police Department to provide two police officers as juvenile liaison officers to the Richfield School District #280 from July 1, 2017-June 30, 2021; and,

WHEREAS, the City of Richfield, Public Safety Department is authorized to accept funds for compensation for two police officers to serve as school liaison officer to the Richfield School District #280.

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield enter into a cooperative agreement with the Richfield School District #280, to provide school liaison services. Steven Devich Richfield City Manager, and Jay Henthorne, Public Safety Director, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Richfield, Department of Public Safety.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

__________________________
Pat Elliott, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
This is a contract between Richfield Public Schools District 280 and the City of Richfield, Department of Public Safety for the services of Police/School Liaison Officers for July 1, 2017, to June 30, 2021 unless terminated earlier.

For this renewal period and each fiscal year thereafter, no less than $52,107 shall be paid to the City for services rendered. This dollar amount is based on the safe school levy certification as established by the Department of Education for the 2001-02 fiscal year. The renewal contract dollar amount shall be adjusted annually at the end of each school year to reflect a maximum annual compensation of $76,730 in 2017-18, $78,265 in 2018-19, $79,830 in 2019-20, and $81,427 in fiscal year 2020-21.

INTRODUCTION

The mission of the Richfield Public Schools is to help prepare all learners for a changing world by developing their knowledge and abilities within a climate of mutual trust and respect.

We believe that quality education is a home, school, and community partnership. Therefore, our relationship with the Department of Public Safety and the City of Richfield is very important as we all work together in partnership to provide a safe, supportive and caring educational environment.

PRIMARY DUTIES

The primary duties of the Police/School Liaison Officers will be to participate in crime prevention activities such as developing youth assets and creating positive relationships with the youth of our community and to investigate juvenile criminal activity. The officers will not be responsible for enforcing school rules or for school security. Generally, juvenile criminal matters occurring on school property or at school events will be handled by the officers. Most juvenile cases will be handled by these officers. In addition, the school liaison officers will provide law enforcement education, crime and drug abuse prevention, and safety programs. The Police/School Liaison Officers are employees of the City and work under City and Public Safety policies and procedures. Each
The officer will be provided with an office at the school to which the officer is primarily assigned.

**PERSONNEL**

Two officers will be provided to the school district. One will be assigned to the Senior High School and the other to the Middle School. Both officers will work with the other schools in the district as necessary. Whenever possible, if one officer is absent, the other officer will be available district-wide as needed. The selection process for the placement of school liaison officers shall include the participation and consider the preference of the school principal.

**DESCRIPTION OF SERVICES**

The services to be provided by the Police/School Liaison Officers are the following:

1. Promote the safety and welfare of students by working with the administrators and staff of the District’s Middle and Senior High Schools in the prevention of delinquency and the investigation of criminal or delinquent conduct.

2. Encourage positive attitudes toward the law, law enforcement and the responsible exercise of authority.

3. Deter crime, delinquency, child abuse, and neglect and assist school administration in determining the proper course of action when physical violence, disorder, or similar problems involving the school population arise.

4. Maintain awareness of all criminal or delinquency investigations or interrogations being done in the schools and, when necessary, assist other officers in the performance of their duties.

5. Perform investigations of incidents occurring in the schools, and make proper referrals of petitions to court as serious matters may require.

6. Advise school administration on matters relating to school building security and occupant safety.

7. Participate in community and school efforts to promote positive youth development.
8. Participate in appropriate training opportunities provided to school district staff.

9. To the extent possible and consistent with other responsibilities, the police liaison officers will wear appropriate attire (civilian or uniform) while working in the public schools.

10. Provide speakers on age appropriate subjects to present to Middle School students as requested by the Middle School Principal.

11. Perform other duties and assume other responsibilities as may be agreed to between the Director of Public Safety and the building Principals.

**DISTRICT REPRESENTATIVE**

The performance of this contract shall be supervised by the Superintendent of Schools and the City Manager or designee. Direct supervision of the officers is the sole responsibility of the Public Safety Director, Building principals will be consulted so as to ensure the appropriate educational climate.

**EVALUATION**

The Director of Public Safety and Building Principals shall conduct an evaluation of the School Liaison Officers prior to June 30 of each year, based on services provided during the previous twelve (12) months in relation to the Description of Services specified in the contract. A copy of the written evaluation report will be provided to the Superintendent of Schools and City Manager.

**RELATIONSHIP OF PARTIES**

The SRO assigned to the School District is an employee of the City and shall not be considered an employee of the School District. The SRO shall be subject to the departmental control, supervision, policies, procedures, and General Orders of the Police Department. At all times, the SRO shall be considered law enforcement for the purposes where the law requires school districts to make referrals to law enforcement. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel,
employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers’ compensation insurance. Each Party shall pay all wages, salaries and other amounts due to its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers’ compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

Any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other unless otherwise provided herein.

**ACCESS TO EDUCATION RECORDS**

Public Data: School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

Private Educational Data: If some information in a student’s record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

The officers, the City and the School District are subject to the Minnesota Government Data Practices Act.

**LEGAL CONTINGENCIES**

Police/School Liaison Officer Contract Page 4
Nondiscrimination. Both parties agree that they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin or similarly protected status of the employee or applicant. Neither of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

Applicable Law. The parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Minnesota law will govern the terms and the performance under this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof except as provided herein.

Amendment. This Agreement may be modified only by written amendment duly executed by authorized officials of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

Dispute Resolution. Any dispute which, in the judgment of any party to this Agreement, may affect the performance of such party shall be reduced to writing and delivered to the other party. As soon as possible thereafter, the parties' authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the parties must meet in this manner to attempt to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties described herein.
Indemnification. Each party will indemnify, defend and hold harmless the other party from any and all liability, expense, cost, attorney fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement or demand for personal injury, death or damage to tangible property which may accrue against the other party to the extent it is caused by the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents or subcontractors while performing its duties under this Agreement, provided that the other party gives the indemnifying party prompt, written notice of any such claim, suit, demand or cause of action. The other party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party’s sovereign immunity. Each Party’s liability is governed by and limited to the extent provided by Minnesota law.

No Third Party Rights. This Agreement is not intended to, nor shall it, provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement’s indemnification provision shall also inure to the benefit of a party’s employees, officers, agents, and servants.

**TERMINATION**

This contract may be canceled by either party at any time, with or without cause, upon a 30-day written notice.

_____________________________   ___________________ __________
Steven Unowsky     Steven L. Devich
Superintendent of Schools    City Manager
Richfield Public School District 280    City of Richfield
7001 Harriet Avenue South    6700 Portland Avenue South
Richfield, MN 55423     Richfield, MN 55423

Date         Date
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the revocation of the HUB Dairy Queen food establishment license due to non-payment of state taxes.

EXECUTIVE SUMMARY:
The City of Richfield was notified that on August 18, 2017, the Minnesota Department of Revenue served a Writ of Entry on the HUB Dairy Queen, seizing assets and closed the business due to delinquent state taxes. As a result, the Department of Revenue subsequently notified the City that it was required to revoke the establishment's food license and that it must notify the license holder within 10 days of the potential revocation. Pursuant to City Code, the City gave written notice to the licensee informing it of the impending license revocation and the right to a hearing. The business did not request a hearing.

RECOMMENDED ACTION:
By motion: Revoke the food establishment license of the HUB Dairy Queen located at 16 E. 66th Street, Richfield, MN. 55423

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The City of Richfield first became aware of the delinquent state taxes when it was notified by the Minnesota Department of Revenue on August 18, 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - City Code subsection 617.23 subd. 2 states violation of state law is grounds for revocation of the license.

C. CRITICAL TIMING ISSUES:
   - N/A

D. FINANCIAL IMPACT:
   - Other than the loss of license fees, there is no financial impact.

E. LEGAL CONSIDERATION:
   - N/A
ALTERNATIVE RECOMMENDATION(S):
• Per the State of Minnesota, the City of Richfield must revoke the license due to non-payment of state taxes.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Notice of License Revocation for debt</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
August 17, 2017

#8WBBMRR
#0000 0099 6458 3042#
ATTN BUSINESS LICENSING
CITY OF RICHFIELD
6700 PORTLAND AVE
RICHFIELD MN 55423-2560

Notice of License Revocation for debt

You must revoke the following license for the Minnesota Department of Revenue:

Debtor name: HUB DAIRY QUEEN LLC
Debtor ID: XX-XXX6840
License holder: Hub Dairy Queen, LLC
License expiration date: December 31, 2017
License type: Food Type III - Retail
License number: 00001977

Within 10 days, you must notify the license holder by certified mail of the potential revocation. Include a copy of this notice. On page 2, we listed what the license holder must do to receive clearance.

Within 30 days, you must revoke the license unless you receive a clearance certificate from us.

If you have any questions, please contact our Collection Division.

Contact information:
Collection Division
Phone: 651-556-3003 or 1-800-657-3909 (toll-free)
Email: mdor.collection@state.mn.us
Fax: 651-556-5116

Mailing Address:
Minnesota Revenue
PO Box 64651
St. Paul, MN 55164-0651

STATE OF MINNESOTA
Commissioner of Revenue

600 N. Robert St., St. Paul, MN 55101
www.revenue.state.mn.us
An equal opportunity employer
This material is available in alternate formats.
What the license holder must do
Pay the amount due. Contact the Minnesota Department of Revenue to get the updated amount.

How do I make a payment?
- Pay electronically from your bank account. Go to www.revenue.state.mn.us and type payment options into the Search box or call 1-800-570-3329. We do not charge for this service.
- Pay by credit card or debit card. Go to www.paytax.at/mn or call 1-855-947-2966. Value Payment Systems processes these payments and charges you a fee for this service.
- Pay by check or money order. Include the enclosed voucher with your payment. Write the Letter ID on the memo line and mail your payment to the address on the voucher. The Letter ID is in the top right corner of this letter.
- Payment Agreements. If you cannot pay this debt in full, go to www.revenue.state.mn.us and type payment agreement into the Search box or call us at 651-556-3003 or 1-800-657-3909 (toll free) to request one. We add a nonrefundable $50 fee to payment agreements that include tax debt.

Minnesota Department of Revenue Contact Information
Collection Division
Phone: 651-556-3003 or 1-800-657-3909 (toll-free)
Email: mdor.collection@state.mn.us
Fax: 651-556-5116
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the reappointment of Jack Wold as a youth member of the Transportation Commission for a term of September 1, 2017 to August 31, 2018.

EXECUTIVE SUMMARY:
Terms of City advisory commission youth members expired on August 31, 2017. Advisory commission terms for youth members are for one year.

In the past, City staff has asked youth members if they would like to be reappointed to the same board or commission and, if so, reappointed them without going through the formal recruitment and interview process. This year, one youth member responded to this inquiry and requested reappointment.

The City Manager’s Office is currently conducting its annual recruitment seeking applicants to fill the other youth member vacancies and consideration of those appointments will be brought to a future City Council meeting.

RECOMMENDED ACTION:
By Motion: Reappoint Jack Wold as a youth member of the Transportation Commission for a term of September 1, 2017 to August 31, 2018.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • This information is contained in the Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • City advisory commissions were established by City ordinance or resolution.
C. CRITICAL TIMING ISSUES:
   • All terms of City advisory commission youth members expired on August 31, 2017.
D. FINANCIAL IMPACT:
   • N/A
E. **LEGAL CONSIDERATION:**
   - N/A

**ALTERNATIVE RECOMMENDATION(S):**
   - The City Council may choose to defer the reappointment to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the appointment of Derek Sandbeck to the Arts Commission with a term expiring January 31, 2020.

EXECUTIVE SUMMARY:
This summer, two members of the Arts Commission submitted their resignations to the staff liaison due to moving out of the area and schedule changes that did not allow them to attend Commission meetings.

City staff reached out to two applicants who indicated a preference for the Arts Commission during the application process held in December 2016, to see if they were interested in filling the vacancies, as we had done earlier this year. One applicant responded and stated his continued interest in serving on the Arts Commission.

Since the Arts Commission currently has two vacancies out of seven adult members, staff proposes filling one vacancy now with the interested applicant. The other spot will remain vacant until the next appointment process, beginning in December 2017.

RECOMMENDED ACTION:

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - This information is contained in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - City advisory commissions were established by City ordinance or resolution.

C. CRITICAL TIMING ISSUES:
   - Appointment should be made at the September 12, 2017 City Council meeting so the new member may participate at the next commission meeting.

D. FINANCIAL IMPACT:
E. **LEGAL CONSIDERATION:**
   - None

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   None
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the second reading of an ordinance amending City Code Section 802 related to small cell wireless installation in the City right-of-way and approval of a resolution authorizing summary publication.

EXECUTIVE SUMMARY:
Legislation was passed in 2017 that established statewide requirements for cities to allow wireless companies to install small cell facility networks in the public right-of-way. The small cell facility networks are commonly known as “small cell wireless” equipment and distributed antenna systems.

Although the legislation limits many actions the City can take on controlling the placement of the small cell facilities in the public right-of-way, it does allow for the City to enact a permitting process for the facilities. The proposed amendments to the current right-of-way ordinance provide additional controls and management if small cell wireless companies choose Richfield as an installation site.

RECOMMENDED ACTION:
By motion: Approve the second reading of an ordinance amending City Code Section 802 related to small cell wireless installation in the City right-of-way and approve a resolution authorizing summary publication.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • Wireless and cellular service providers are looking for solutions to providing better and more reliable service to customers.
   • One method of enhancing service is to install "Small Cell" antennas to fill in areas of poor coverage.
   • To date, applications for these small cell devices have been submitted by third parties which are not recognized as telecommunication companies and lease the antennas to providers.
   • Legislation was passed that allows these antennas to be installed in the right-of-way.
   • The City of Richfield and other cities passed resolutions stating their opposition to the legislation. City Council passed the resolution at the March 16, 2017 Meeting.
• The ability for the City to control its right-of-way and negotiate use and fees from utility companies for that public asset currently exists.
• Updates to the existing right-of-way ordinance will allow the City to establish a permitting process for the installation of the small cell facilities when proposed within public rights-of-way.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
• Section 802 of Richfield City Code depicts the City's current practices of permitting the use within right-of-ways, which includes permitting for excavation, obstruction, and installation.
• Minnesota Statutes, Section 237.162 defines public right-of-way including management of standards and costs.
• Minnesota Statutes Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94 amending the Act are interpreted with consideration of small cell wireless technology.
• The City Charter requires a first and second reading of ordinances.
• A public hearing is not required unless a separate statute, charter provision, or ordinance requires it.

C. CRITICAL TIMING ISSUES:
• The state legislation is officially passed and the City is not allowed to have a moratorium to further discuss the process.
• The City has 90 days to review and approve/deny any small cell application.

D. FINANCIAL IMPACT:
• There is no financial impact in approving the ordinance.
• The City is allowed to charge fees for the permit review as well as charge rent for facilities located on City owned facilities (light poles).

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

ALTERNATIVE RECOMMENDATION(S):
• None

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<tr>
<td>Proposed Ordinance</td>
<td>Ordinance</td>
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</tbody>
</table>
RESOLUTION NO. ______

RESOLUTION APPROVING SUMMARY
PUBLICATION OF AN ORDINANCE AMENDMENT TO
SECTION 802 OF THE RICHFIELD CITY CODE
PERTAINING TO THE CITY RIGHT OF WAY AND
SMALL CELL WIRELESS TECHNOLOGIES

WHEREAS, the City has adopted the above referenced amendment to the Richfield City Code; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

SUMMARY PUBLICATION
BILL NO. 2017-____

AN ORDINANCE AMENDING SECTION 802 OF THE RICHFIELD CITY CODE OF ORDINANCES PERTAINING TO THE CITY RIGHT OF WAY AND SMALL CELL WIRELESS TECHNOLOGIES

On September 12, 2017, the Richfield City Council adopted an ordinance designated as Bill No. 2017-____, the title of which is stated above. This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

The purpose of this ordinance is to provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances. Amendments to the ordinance further the control of the placement of small cell facilities in the public right-of-way. The ordinance allows the City to enact a permitting process for the installation of the facilities with additional controls and management to maintain the purpose of the ordinance.

BE IT FURTHER RESOLVED, that the City Clerk is directed to keep a copy of the Ordinance in her office at City Hall for public inspection during normal business hours and to post a full copy of the Ordinance in a public place in the City for a period of two weeks. Copies of the ordinance are also available upon request by calling the Public Works Department at (612) 861-9170.

Adopted by the City Council of the City of Richfield, Minnesota, this 12th day of September, 2017.
Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
BILL NO. ______

AN ORDINANCE AMENDING SUBSECTION 802 OF THE RICHFIELD CODE OF ORDINANCES ADDING NEW REGULATIONS FOR SMALL CELL WIRELESS FACILITY INSTALLATION

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 802 of the Code of Ordinances of the City of Richfield is hereby deleted in its entirety and replaced with the following:

802.01. - Findings, purpose, and intent.

To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City enacts this Section of this code relating to right-of-way permits and administration. This Section imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the City's rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this Section, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work through the recovery of out-of-pocket and projected costs from persons using the public rights-of-way.

This Section shall be interpreted consistently with 1997 Session Laws, Chapter 123, substantially codified in Minnesota Statutes Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94 amending the Act and the other laws governing applicable rights of the City and users of the right-of-way. This Section shall also be interpreted consistent with Minnesota Rules 7819.0050 - 7819.9950 where possible. To the extent that any provision of this Section cannot be interpreted consistently with the Minnesota Rules, the interpretation most consistent with the Act and other applicable statutory and case law is intended.

802.03. - Election to manage the public rights-of-way.

Pursuant to the authority granted to the City under state and federal statutory, administrative and common law, the City elects pursuant Minnesota Statutes, section 237.163, subdivision 2(b), to manage rights-of-way within its jurisdiction.

802.05. - Definitions.

The following definitions apply in this Section of this code. References to "subdivisions" are unless otherwise specified references to subdivisions in this Section:

Subdivision 1. Abandoned facility. "Abandoned facility" means a facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user. Abandoned facilities should be removed and not left in place.
Subd. 2. Applicant. "Applicant" means any person requesting permission to excavate or obstruct a right-of-way.

Subd. 3. City. "City" means the City of Richfield, Minnesota. For purposes of Section 802.57, City means its elected officials, officers, employees and agents.

Subd. 4. Collocate or Collocation. To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.


Subd. 6. Congested Right-of-Way. "Congested Right-of-Way" means a crowded condition in the subsurface of the public right-of-way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota Statutes, section 216D.04, subdivision 3, over a continuous length in excess of 500 feet.

Subd. 7. Construction Performance Bond. "Construction Performance Bond" means any of the following forms of security provided at permittee's option:

(a) Individual project bond, including a "license and permit" bond;

(b) Cash deposit;

(c) Security of a form listed or approved under Minnesota Statutes, section. 15.73, subdivision;

(d) Letter of Credit, in a form acceptable to the City;

(e) Self-insurance, in a form acceptable to the City;

(f) A blanket bond for projects within the City, or other form of construction bond, for a time specified and in a form acceptable to the City.

Subd. 8. Degradation. "Degradation" means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

Subd. 9. Degradation Cost. "Degradation Cost" subject to Minnesota Rules 7819.1100 means the cost to achieve a level of restoration as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota Rules parts 7819.9900 to 7819.9950.

Subd. 10. Degradation Fee. "Degradation Fee" means the estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

Subd. 11. Department. "Department" means the Department of Public Works of the City.
Subd. 12. Department Inspector. "Department Inspector" means any person authorized by the City to carry out inspections related to the provisions of this Section.

Subd. 13. Director. "Director" means the Director of the Department of Public Works of the City, or her or his designee.

Subd. 14. Delay penalty. "Delay penalty" is the penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

Subd. 15. Emergency. "Emergency" means a condition that:

(1) Poses a danger to life or health, or of a significant loss of property; or

(2) Requires immediate repair or replacement of facilities in order to restore service to a customer.

Subd. 16. Equipment. "Equipment" means any tangible asset used to install, repair, or maintain facilities in any right-of-way.

Subd. 17. Excavate. "Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

Subd. 18. Excavation permit. "Excavation permit" means the permit which, pursuant to this Section, must be obtained before a person may excavate in a right-of-way. An excavation permit allows the holder to excavate that part of the right-of-way described in such permit.

Subd. 19. Excavation permit fee. "Excavation permit fee" means money paid to the City by an applicant to cover the costs as provided in Section 802.23.

Subd. 20. Facility or facilities. "Facility or facilities" means tangible asset in the public right-of-way required to provide utility service. The term does not include Facilities to the extent the location and relocation of such Facilities are preempted by Minnesota Statutes, section 161.45, governing utility facility placement in state trunk highways.

Subd. 21. Five-year project plan. "Five-year project plan" shows projects adopted by the City for construction within the next five (5) years.

Subd. 22. High density corridor. "High density corridor" means a designated portion of the public right-of-way within which telecommunications right-of-way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

Subd. 23. Hole. "Hole" means an excavation in the right-of-way, with the excavation having a length less than the width of the pavement or adjacent pavement.

Subd. 24. Local representative. "Local representative" means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this Section.
Subd. 25. Management costs. "Management costs" means the actual costs the City incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way or small wireless facility permits. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, unreasonable fees of a third-party contractor used by the city including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the city, the fees and cost of litigation relating to the interpretation of Minnesota Session Laws 1997, chapter 123; Minnesota Statutes, sections 237.162 or 237.163 or any ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to Section 802.61.

Subd. 26. Obstruct. "Obstruct" means to place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

Subd. 27. Obstruction permit. "Obstruction permit" means the permit which, pursuant to this Section, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein, including a blanket permit for a period of time and for types of work specified by the Director, if deemed appropriate in his or her discretion.

Subd. 28. Obstruction Permit fee. "Obstruction permit fee" means money paid to the City by a permittee to cover the costs as provided in Section 802.23.

Subd. 29. Patch or patching. "Patch or patching" means a method of pavement replacement that is temporary in nature. A patch consists of (1) the compaction of the subbase and aggregate base, and (2) the replacement, in kind, of the existing pavement for a minimum of two (2) feet beyond the edges of the excavation in all directions. A patch is considered full restoration only when the pavement is included in the City's five (5) year project plan.

Subd. 30. Pavement. "Pavement" means any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with paver blocks, bituminous, concrete, aggregate, or gravel.

Subd. 31. Permit. "Permit" has the meaning given "right-of-way permit" in Minnesota Statutes, section 237.162.

Subd. 32. Permittee. "Permittee" means any person to whom a permit to excavate or obstruct a right-of-way has been granted by the City under this Section.

Subd. 33. Person. "Person" means an individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.
Subd. 34. **Public right-of-way.** "Public right-of-way" has the meaning given it in Minnesota Statutes, section 237.162, subdivision 3.

Subd. 35. **Registrant.** "Registrant" means any person who (1) has or seeks to have its equipment or facilities located in any right-of-way, or (2) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way.

Subd. 36. **Restore or restoration.** "Restore or restoration" means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

Subd. 37. **Right-of-way permit.** "Right-of-way permit" means either the excavation permit or the obstruction permit, or both, depending on the context, required by this Section.

Subd. 38. **Right-of-way user.** "Right-of-way user" means (1) a telecommunications right-of-way user as defined by Minnesota Statutes, section 237.162, subdivision 4; or (2) a person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

Subd. 39. **Service or Utility Service.** "Service or Utility Service" means and includes:

1. Services provided by a public utility as defined in Minnesota Statutes 216B.02, subdivisions 4 and 6;
2. Services of a telecommunications right-of-way user, including transporting of voice or data information;
3. Services of a cable communications system as defined in Minnesota Statutes, chapter 238.02, subdivision 3;
4. Natural gas or electric energy or telecommunications services provided by a local government unit;
5. Services provided by a cooperative electric association organized under Minnesota Statutes, chapter 308A; and
6. Water, sewer, steam, cooling or heating services.

Subd. 40. **Small Wireless Facility.** A wireless facility that meets both of the following qualifications:

(i) each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and
(ii) all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the
connection of power and other services, and any equipment concealed from
public view within or behind an existing structure or concealment.

Subd. 41. Supplemental Application. "Supplemental Application" means an application made to
evacuate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been
issued.

Subd. 42. Temporary Surface. "Temporary Surface" means the compaction of subbase and
aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It
is temporary in nature except when the replacement is of pavement included in the City's two-year plan,
in which case it is considered full restoration.

Subd. 43. Trench. "Trench" means an excavation in the right-of-way, with the excavation having
a length equal to or greater than the width of the pavement or adjacent pavement.

Subd. 44. Telecommunication right-of-way User. "Telecommunication right-of-way User" means
a person owning or controlling a facility in the right-of-way, or seeking to own or control a Facility in the
right-of-way, that is used or is intended to be used for providing wireless service, or transporting
telecommunication or other voice or data information. For purposes of this Section, a cable
communication system defined and regulated under Minn. Stat. Chap. 238, and telecommunication
activities related to providing natural gas or electric energy services, by a public utility as defined in
Minnesota Statutes, section 216B.02, a municipality, a municipal gas or power agency organized under
Minnesota Statutes, chapters 453 and 453A, or a cooperative electric association organized under
Minnesota Statutes, chapter 308A, are not telecommunications right-of-way users for purposes of this
Section except to the extent such entity is offering wireless service.

Subd. 45. Two Year Project Plan. "Two Year Project Plan" shows projects adopted by the City
for construction within the next two (2) years.

Subd. 46. Utility Pole. A pole that is used in whole or in part to facilitate telecommunications or
electric service.

Subd. 47. Wireless Facility. Equipment at a fixed location that enables the provision of wireless
services between user equipment and a wireless service network, including equipment associated with
wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power
supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul
facilities, or cables between utility poles or wireless support structures, or not otherwise immediately
adjacent to and directly associated with a specific antenna.

Subd. 48. Wireless Service. Any service using licensed or unlicensed wireless spectrum,
including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided
using wireless facilities. Wireless service does not include services regulated under Title VI of the
Communications Act of 1934, as amended, including cable service.

Subd. 49. Wireless Support Structure. A new or existing structure in a right-of-way designed to
support or capable of supporting small wireless facilities, as reasonably determined by the city.
802.07. - Administration.

The Public Works Director (“Director”) is the principal City official responsible for the administration of the rights-of-way, right-of-way permits, and the ordinances related thereto. The Director may delegate any or all of the duties hereunder.

802.09. - Utility Coordination Committee.

The City may create an advisory utility coordination committee. Participation on the committee is voluntary. It will be composed of any registrants that wish to assist the City in obtaining information and by making recommendations regarding use of the right-of-way, and to improve the process of performing construction work therein. The City may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the City.

802.11. - Registration and right-of-way occupancy.

Subdivision 1. Registration. Each person who occupies, uses, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the City. Registration will consist of providing application information and paying a registration fee.

Subd. 2. Registration prior to work. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the City.

Subd. 3. Exceptions. Nothing in this Section shall be construed to repeal or amend the provisions of a City ordinance establishing the rights of and limitations placed on persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons shall not be deemed to use or occupy the right-of-way, and shall not be required to obtain any permits or satisfy any other requirements under this Section for the following:

(a) Planting or maintaining boulevard plantings or gardens (City Code 811.07);

(b) Other surface landscaping works (City Code 811.07);

(c) Construction and maintenance of driveways, sidewalks, curb and gutter, or parking lots, except repairs or restoration necessitated by utility cuts or other work (City Code 800.11);

(d) Construction or maintenance of street furnishings, bus stop benches, shelters, or posts and pillars (City Code 805.07);

(e) Snow removal activities (City Code 930.17);

(f) Construction and maintenance of irrigation systems provided that the system does not connect directly to water mains in the right-of-way (City Code 811.07).

Subd. 4. Gopher one call. Nothing herein relieves a person from complying with the provisions of the Minnesota Statutes, chapter 216D, Gopher One Call Law.
802.13. - Registration information.

**Subdivision 1. Information required.** The information provided to the City at the time of registration shall include, but not be limited to:

(a) Each registrant's name, Gopher One-Call facility owner code number or other One-Call identifier, address and e-mail address, and telephone and facsimile numbers.

(b) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be accessible for consultation at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

(c) A certificate of insurance or self-insurance:

   (1) Verifying that an insurance policy has been issued to the registrant by an insurance company authorized to do business in the State of Minnesota, or a form of self insurance acceptable to the City;

   (2) Verifying that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the registrant, its officers, agents, employees and permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;

   (3) Either naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages or otherwise providing evidence satisfactory to the Director that the City is fully covered and will be defended through registrant's insurance for all actions included in Minnesota Rule part 7819.1250;

   (4) Requiring that the City be notified 30 days in advance of cancellation of the policy or material modification of a coverage term;

   (5) Indicating comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Section.

(d) The City may require a copy of the actual insurance policies if necessary to ensure the Director that the policy provides adequate third party claim coverage and City indemnity and defense coverage for all actions included in the indemnity required by Minnesota Rule part 7819.1250.

(e) Such evidence as the Director may require that the person is authorized to do business in Minnesota.
Subd. 2. Notice of Changes. The registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within 15 days following the date on which the registrant has knowledge of any change.

802.15. - Reporting obligations.

Subdivision 1. Operations. Each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the City. Such plan shall be submitted using a format designated by the City and shall contain the information determined by the City to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights-of-way. If by December 1 the registrant has not developed its construction and maintenance information for the coming year, the registrant shall file such information with the City thereafter as soon as it is developed. The plan shall include, but not be limited to, the following information:

(a) The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year (in this section, a "next-year project"); and

(b) To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five (5) years following the next calendar year (in this section, a "five-year project").

The term "project" in this section shall include both next-year projects and five-year projects.

By January 1 of each year and subject to the Minnesota Data Practices Act the City will have available for inspection in the City's office a composite list of all projects of which the City has been informed of the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list. Thereafter, by March 1, each registrant may change any project in its list of next-year projects, and must notify the City and all other registrants of all such changes in said list. Notwithstanding the foregoing, a registrant may at any time join in a next-year project of another registrant listed by the other registrant.

Subd. 2. Additional next-year projects. Notwithstanding the foregoing, the City will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the City if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

802.17. - Permit Requirement.

Subdivision 1. Permit required. Except as otherwise provided in this code, no person may obstruct or excavate any right-of-way, or install or place facilities in the right-of-way, without first having obtained the appropriate right-of-way permit from the City to do so.

(a) Excavation permit. An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.
(b) Obstruction permit. An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of the right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

(c) Permits for installation, repair or otherwise work on above-ground facilities within the meaning of Minn. Stat. § 237.163, subd. 6(b)(4) will be obstruction permits, notwithstanding the need for excavation, provided the excavation is augered or hand dug for the purpose of placing a pole type structure.

(d) Small Wireless Facility Permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

Subd. 2. Permit Extensions. No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (ii) a new permit or permit extension is granted.

Subd. 3. Delay Penalty. In accordance with Minnesota Rule 7819.1000 subp. 3, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution. A delay penalty will not be imposed for delays due to force majeure, including inclement weather, civil strife, acts of God, or other circumstances beyond the control of the applicant.

Subd. 4. Permit Display. Permits issued under this Section shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

Subd. 5. Routine Obstruction and Excavation. The Director may approve a permit plan which, among other conditions, allows for routine excavations and obstructions without separate notice and separate compensation for such projects. Projects that do not involve excavation of paved surface and that last less than eight (8) hours in duration may be included in such a plan.

802.19. - Permit Applications.

Subdivision 1. Content of Permit. Application for a permit is made to the City. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

(a) Registration with the City pursuant to this Section;

(b) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant.
(c) Payment of money due the City for:

(1) Permit fees, estimated restoration costs and other management costs;

(2) Prior obstructions or excavations;

(3) Any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the City.

(d) Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 100% of the amount owing.

Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

802.21. - Issuance of Permit; Conditions.

Subdivision 1. Permit Issuance. If the Applicant has satisfied the requirements of this Section, the City shall issue a permit within a reasonable period of time of receiving a completed application.

Subd. 2. Conditions. The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minnesota Statutes §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minnesota Rules Chapter 7560.

Subd. 3. Screening. The Permittee shall screen all above-ground facilities as required by the Director. Screening methods shall include the use of shrubs, trees and/or landscape rock or installation using camouflaged forms of the facility.

Subd. 4. Small Wireless Facility Conditions. In addition to subdivisions 2 and 3, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

(a) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.

(b) No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the city’s written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.

(c) No wireless facility may extend more than 10 feet above its wireless support structure.
(d) Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.

(e) Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

(f) Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

Subd. 5. **Small Wireless Facility Agreement.** A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city. The standard collocation agreement may require payment of the following:

(a) Up to $150 per year for rent to collocate on the city structure.

(b) $25 per year for maintenance associated with the collocation;

(c) A monthly fee for electrical service as follows:

   1. $73 per radio node less than or equal to 100 maximum watts;
   2. $182 per radio node over 100 maximum watts; or
   3. The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and applicant.

802.22. - **Action on Small Wireless Facility Permit Applications.**

**Subd. 1. Deadline for Action.** The city shall approve or deny a small wireless facility permit application within 90 days after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.

**Subd. 2. Consolidated Applications.** An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:

(a) are located within a two-mile radius;

(b) consist of substantially similar equipment; and
(c) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

**Subd. 3. Tolling of Deadline.** The 90-day deadline for action on a small wireless facility permit application may be tolled if:

(a) The city receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by 30 days by informing the affected applicants in writing of such extension.

(b) The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within 30 days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.

(c) The city and a small wireless facility applicant agree in writing to toll the review period.

802.23. - Permit Fees.

**Subdivision 1. Fee schedule and fee allocation.** The City's permit fee schedule shall be available to the public and established in advance where reasonably possible. The permit fees shall be designed to recover the City's actual costs incurred in managing the right-of-way and shall be based on an allocation among all users of the right-of-way, including the City.

**Subd. 2. Excavation Permit Fee.** The City shall impose an Excavation permit fee in an amount sufficient to recover the following costs:

(a) City management costs.

(b) Degradation costs, if applicable.

**Subd. 3. Obstruction Permit Fee.** The City shall impose an obstruction permit fee and shall be in an amount sufficient to recover the City management costs.

**Subd. 4. Small Wireless Facility Permit Fee.** The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

(a) management costs, and;

(b) Consultant fees, city engineering, make-ready, and construction costs associated with collocation of small wireless facilities.
**Subd. 5. Payment of permit fees.** No permit shall be issued without payment of permit fees, unless approved by the Public Works Director. The City may allow Applicant to pay such fees within 30 days of billing, or on some other payment plan agreed to by the Director at his discretion.

**Subd. 6. Nonrefundable.** Permit fees that were paid for a permit that the City has revoked for a breach as stated in Subdivision 22 are not refundable.

**Subd. 7. Application to franchises.** Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

**802.25. - Right-of-way patching and restoration.**

**Subdivision 1. Timing.** The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under Subdivision 16.

**Subd. 2. Patch and restoration.** Permittee must patch its own work. The City may choose either to have the permittee restore the surface and subgrading portions of right-of-way or to restore the surface portion of right-of-way itself.

(a) City Restoration. If the City restores the surface portion of right-of-way, permittee shall pay the costs thereof within 30 days of billing. If, following such Restoration, the pavement settles due to permittee's improper work, the permittee shall pay to the City, within 30 days of billing, all costs associated with correcting the defective work.

(b) Permittee restoration. If the permittee restores the right-of-way itself, it shall at the time of application for an Excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rule 7819.3000.

(c) Degradation fee in lieu of restoration. In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for replacing and compacting the subgrade and aggregate based material in the excavation and the degradation fee shall not include the cost to accomplish these responsibilities.

**Subd. 3. Standards.** The permittee shall perform patching and restoration according to the standards and with the materials specified by the City and shall comply with Minnesota Rule 7819.1100.

**Subd. 4. Duty to correct defects.** The permittee shall correct defects in patching, or restoration performed by permittee or its agents. Upon notification from the City, permittee shall correct all restoration work to the extent necessary, using the method required by the City. Unless otherwise agreed to by the Director, said work shall be completed within 14 calendar days of receipt of the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Subdivision 16.
**Subd. 5.** Failure to restore. If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee ten (10) days from receipt of said written notice to cure said failure or failures, unless otherwise extended by the Director. In the event the permittee fails to cure, the City may at its option perform the necessary work and permittee shall pay to the City, within 30 days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the City may exercise its rights under the construction performance bond.

802.27. - Joint applications.

**Subdivision 1.** Joint application. Registrants may jointly apply for permits to excavate or obstruct the right-of-way at the same place and time.

**Subd. 2.** Shared fees. Registrants who apply for permits for the same obstruction or excavation, which the City does not perform, may share in the payment of the obstruction or excavation permit fee. In order to obtain a joint permit, registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

**Subd. 3.** With City projects. Registrants who join in a scheduled obstruction or excavation performed by the City, whether or not it is a joint application by two (2) or more registrants or a single application, are not required to pay the excavation or obstruction and degradation portions of the permit fee, but a permit would still be required.

802.29. - Supplementary applications.

**Subdivision 1.** Limitation on area. A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area:

(i) Make application for a permit extension and pay any additional fees required thereby; and
(ii) Be granted a new permit or permit extension.

**Subd. 2.** Limitation on dates. A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. May be subject to delay penalties. This supplementary application must be submitted before the permit end date.

802.31. - Other obligations.

**Subdivision 1.** Compliance with other laws. Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other applicable rule, law or regulation. A permittee shall comply with all
requirements of local, state and federal laws, including Minn. Stat. 216D.01-.09 (Gopher One Call Excavation Notice System). A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

**Subd. 2.** **Prohibited work.** Except in an emergency, or with the approval of the City, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

**Subd. 3.** **Interference with right-of-way.** A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with, unless otherwise approved by the Director. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

**Subd. 4.** **Traffic control.** A permittee shall implement traffic control measures in the area of the work and shall use traffic control procedures in accordance with the most recent manuals on uniform traffic control, traffic control devices and traffic zone layouts published by the State of Minnesota.

**Subd. 5.** **Trenchless excavation.** As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes Chapter 216D and Minnesota Rules Chapter 7560 and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the Director.

**802.33. - Denial of permit.**

**Subd. 1.** **Reasons for Denial.** The City may deny a permit for failure to meet the requirements and conditions of this Section or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

**Subd. 2.** **Procedural Requirements.** The denial or revocation of a permit must be made in writing and must document the basis for the denial. The City must notify the applicant or right-of-way user in writing within three (3) business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the City and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.

**802.35. - Installation requirements.**

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100, 78.19.5000 and 7819.5100 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes, sections 237.162 and 237.163.
802.37. - Inspection.

Subdivision 1. Notice of Completion. When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minnesota Rule 7819.1300.

Subd. 2. Site inspection. Permittee shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

Subd. 3. Authority of Director.

(a) At the time of inspection the Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.

(b) The Director may issue an order to the permittee to correct any work that does not conform to the terms of the permit or other applicable standards, conditions, or code. If the work failure is a "substantial breach" within the meaning of Minn. Stat. § 237.163 subd. 4(c), the order shall state that failure to correct the violation will be cause for revocation of the permit after a specified period determined by the Director. The permittee shall present proof to the Director that the violation has been corrected within the time period set forth by the Director in the order. Such proof shall be provided no later than the next business day following the day of completion. If such proof has not been presented within the required time, the Director may revoke the permit pursuant to Section 802.43.

802.39. - Work done without a permit.

Subdivision 1. Emergency situations. Each registrant shall immediately notify the Director of any event regarding its facilities that the registrant considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two (2) business days after the occurrence of the emergency, unless the Director allows a longer time, the registrant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Section for the actions it took in response to the Emergency. If the Director concludes that a registrant is required to perform work at the facility solely because of an emergency created by another registrant and the work is performed in the immediate area of the emergency work, the Director may waive the permit otherwise required by the registrant(s) called to the emergency created by another party.

If the City becomes aware of an emergency regarding a registrant's facilities, the City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

Subd. 2. Non-emergency situations. Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, pay an unauthorized work permit fee in an amount established from time to time by the City Council, deposit with the City the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this Section.
802.41. - Supplementary notification.

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the City of the accurate information as soon as this information is known.

802.43. - Revocation of permits.

**Subdivision 1.** Substantial breach. The City reserves its right to revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

(a) The violation of any material provision of the right-of-way permit;

(b) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;

(c) Any material misrepresentation of fact in the application for a right-of-way permit;

(d) The failure to complete the work in a timely manner; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or

(e) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to section 19B-19.

**Subd. 2.** Written notice of breach. If the City determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit the City shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the City to place additional or revised conditions on the permit to mitigate and remedy the breach.

**Subd. 3.** Response to notice of breach. Within a time established by the Director following permittee's receipt of notification of the breach, permittee shall provide the City with a plan to cure the breach, acceptable to the City. Permittee's failure to submit a timely and acceptable plan, or permittee's failure to timely implement the approved plan, shall be cause for immediate revocation of the permit.

**Subd. 4.** Reimbursement of City costs. If a permit is revoked, the permittee shall also reimburse the City for the City's reasonable costs, including Restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

802.45. - Mapping data.

**Subdivision 1.** Rule. Each registrant and permittee shall provide mapping information in a form required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100.
Subd. 2. Service Laterals. All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the Director reasonably requires it. Permittees or their subcontractors shall submit to the Director evidence satisfactory to the Director of the installed service lateral locations.

802.47. - Undergrounding.

Subd. 1. Purpose. The purpose of this Section 802.47 is to promote the health, safety and general welfare of the public and is intended to foster (i) safe travel over the right-of-way, (ii) non-travel related safety around homes and buildings where overhead feeds are connected and (iii) orderly development in the City. Location and relocation, installation and reinstallation of Facilities in the right-of-way or in or on other public ground must be made in accordance with this Subdivision. This Subdivision is intended to be enforced consistently with state and federal law regulating right-of-way users, specifically including but not limited to Minnesota Statutes, Sections 161.45, 237.162, 237.163, 300.03, 222.37, 238.084 and 216B.36 and the Telecommunications Act of 1996, Title 47, U.S.C. section 253.

Subd. 2. Undergrounding of facilities. Facilities newly installed, constructed or otherwise placed in the public right-of-way or in other public property held in common for public use must be located and maintained underground pursuant to the terms and conditions of this section and in accordance with applicable construction standards, subject to the exceptions below. Above-ground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, re-closers and service connection pedestals shall be allowed. The requirements of this Subdivision shall apply equally outside of the corporate limits of the City coincident with City jurisdiction of platting, subdivision regulation or comprehensive planning as may now or in the future be allowed by law.

Subd. 3. Undergrounding of permanent replacement, Relocated or Reconstructed Facilities. If the City finds that one (1) or more of the purposes set forth in Section 802.47, Subd. 1. would be promoted, the City may require a permanent replacement, relocation or reconstruction of a Facility of more than 300 feet to be located, and maintained underground, with due regard for seasonal working conditions. For purposes of this section, reconstruction means any substantial repair of or any improvement to existing Facilities. Undergrounding may be required whether a replacement, relocation or reconstruction is initiated by the right-of-way user owning or operating the Facilities, or by the City in connection with:

1. The present or future use by the City or other local government unit of the right-of-way or other public ground for a public project;

2. The public health or safety; or

3. The safety and convenience of travel over the right-of-way.

Subd. 4. Exceptions to undergrounding. The following exceptions to the strict application of this Subdivision shall be allowed upon the conditions stated:
(a) Transmission lines. Above-ground installation, construction, or placement of those Facilities commonly referred to as "high voltage transmission lines" shall be allowed unless the Council requires undergrounding of the Facilities after providing the right-of-way user notice and an opportunity to be heard. This provision shall not be construed as waiving the requirements of any other ordinance or regulation of the City as the same may apply to any such proposed project.

(b) Technical/economic feasibility; promotion of policy. Above-ground installation, construction, or placement of Facilities shall be allowed in residential, commercial and industrial areas where the Council, following consideration and recommendation by the planning commission, finds that:

(1) Underground placement would place an undue financial burden upon the landowner, ratepayers, or right-of-way user or would deprive the landowner of the preservation and enjoyment of substantial property rights; or,

(2) Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground Facilities placement.

(3) Failure to promote the purposes of undergrounding. The right-of-way user clearly and convincingly demonstrates that none of the purposes under Section 802.47, Subd. 1 would be advanced by underground placement of Facilities on the project in question, or the City determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.

(c) Temporary service. Above-ground installation, construction, or placement of temporary service lines shall only be allowed:

(1) During new construction of any project for a period not to exceed 24 months;

(2) During an emergency in order to safeguard lives or property within the City;

(3) For a period of not more than seven (7) months when soil conditions make excavation impractical.

(d) Small Wireless Facilities and Wireless Support Structures. Concealed Small Wireless Facilities and Wireless Support Structures may be installed above ground in accordance with this Chapter 802.

Subd. 5. Retirement of overhead facilities. The City Council may determine whether it is in the public interest that all Facilities within the City, or Facilities within certain districts designated by the City, be permanently placed and maintained underground by a date certain or target date, independently of undergrounding required pursuant to Section 802.47, Subd. 2. of this Code (new Facilities) and subdivision 802.47, Subd. 3. (Replacement Facilities). The decision to underground must be preceded by a public hearing, after published notice and written notice to the utilities affected. (Two weeks published: 30 days written.) At the hearing the Council must consider items (1)—(4) in Section 802.47, Subd. 5.B. of
this Section and make findings. Undergrounding may not take place until City Council has, after hearing and notice, adopted a plan containing items (1)—(6) of Section 802.47, Subd. 5.C. of this Section.

(a) Public hearings. A hearing must be open to the public and may be continued from time to time. At each hearing any person interested must be given an opportunity to be heard. The subject of the public hearings shall be the issue of whether Facilities in the right-of-way in the City, or located within a certain district, shall all be located underground by a date certain. Hearings are not necessary for the undergrounding required under Subdivisions 24.B. and D. of this Section.

(b) Public hearing issues. The issues to be addressed at the public hearings include but are not limited to:

1. The costs and benefits to the public of requiring the undergrounding of all Facilities in the right-of-way.

2. The feasibility and cost of undergrounding all Facilities by a date certain as determined by the City and the affected utilities.

3. The tariff requirements, procedure and rate design for recovery or intended recovery of incremental costs for undergrounding by the utilities from ratepayers within the City.

4. Alternative financing options available if the City deems it in the public interest to require undergrounding by a date certain and deems it appropriate to participate in the cost otherwise borne by the ratepayers.

Upon completion of the hearing or hearings, the City Council must make written findings on whether it is in the public interest to establish a plan under which all Facilities will be underground, either citywide or within districts designated by the City.

(c) Undergrounding plan. If the Council finds that it is in the public interest to underground all or substantially all Facilities in the public right-of-way or in non-right-of-way public ground, the Council must establish a plan for such undergrounding. The plan for undergrounding must include at least the following elements:

1. Timetable for the undergrounding.

2. Designation of districts for the undergrounding unless the undergrounding plan is citywide.

3. Exceptions to the undergrounding requirement and procedure for establishing such exceptions.

4. Procedures for the undergrounding process, including but not limited to coordination with City projects and provisions to ensure compliance with non-discrimination requirements under the law.
(5) A financing plan for funding of the incremental costs if the City determines that it will finance some of the undergrounding costs, and a determination and verification of the claimed additional costs to underground incurred by the utility.

(6) Penalties or other remedies for failure to comply with the undergrounding.

**Subd. 6.** Developer responsibility. All owners, platters, or developers are responsible for complying with the requirements of this Subdivision, and prior to final approval of any plat or development plan, shall submit to the Director written instruments from the appropriate right-of-way users showing that all necessary arrangements with said users for installation of such Facilities have been made.

802.49. - Location and relocation of facilities.

**Subdivision 1.** Rule. Placement, location, and relocation of facilities must comply with the Act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

(a) Relocation notification procedure. The Director shall notify the utility owner at least three (3) months in advance of the need to relocate existing facilities so the owner can determine if relocation or replacement is required and plan any required work. The Director shall provide a second notification to the owner one (1) month before the owner needs to begin the relocation. The utility owner shall begin relocation of the facilities within one (1) month of the second notification. To the extent technically feasible, all utilities shall be relocated within one (1) month or in a time frame determined by the Director. The Director may allow a different schedule if it does not interfere with the City's project. The utility owner shall diligently work to relocate the facilities within the above schedule.

(b) Delay to City project. The Director shall notify the utility owner if the owner's progress will not meet the relocation schedule. If the owner fails to meet the relocation schedule due to circumstances within its control, the City may charge the utility owner for all costs incurred and requested by a contractor working for the City who is delayed because the relocation is not completed in the scheduled timeframe and for all costs incurred by the City due to the delay.

(c) Joint trenching. All Facilities shall be placed in appropriate portions of right-of-way so as to cause minimum conflict with other underground Facilities. When technically appropriate and no safety hazards are created, all utilities shall be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in conformance with Minnesota Rules pt. 7819.5100, subd. 2, governing safety standards.

**Subd. 2.** Corridors. The City may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that are or, pursuant to current technology, the City expects will be located within the right-of-way. All excavation, obstruction, or other permits issued by the City involving the installation or replacement of Facilities shall designate the proper corridor for the facilities at issue. A typical crossing section of the location for utilities may be on file at the Director's office. This section is not intended to establish "high density corridors".
Any Registrant who has facilities in the right-of-way in a position at variance with the corridors established by the City may remain at that location until the City requires Facilities relocation to the corridor pursuant to relocation authority granted under Minnesota Rules part 7819.3100 or other applicable law.

Subd. 3. Limitation of space. To protect the public health, safety, and welfare or when necessary to protect the right-of-way and its current use, the City shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

802.51. - Pre-excavation facilities location.

In addition to complying with the requirements of Minn. Stat. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall be responsible to mark the horizontal placement of all said facilities, to the extent technically feasible. To the extent its records contain such information, each registrant shall provide information regarding the approximate vertical location of their facilities to excavators upon request. Nothing in this subsection is meant to limit the rights, duties and obligations of the facility owners or excavators as set forth in Minnesota Statutes, Section 216D.01—.09.

802.53. - Interference by other facilities.

When the City does work in the right-of-way in its governmental right-of-way management function and finds it necessary to maintain, support, or move a registrant's facilities to carry out the work without damaging registrant's facilities, the City shall notify the local representative as early as is reasonably possible. The City costs associated therewith will be billed to that registrant and must be paid within 30 days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages.

802.55. - Right-of-way vacation; reservation of right.

If the City vacates a right-of-way that contains the facilities of a registrant, the registrant's rights in the vacated right-of-way are governed by Minnesota Rules 7819.3200.

802.57. - Indemnification and liability.

By registering with the City, or by accepting a permit under this Section, a registrant or permittee agrees to defend and indemnify the City in accordance with the provisions of Minnesota Rule 7819.1250.

802.59. - Abandoned facilities.

Subdivision 1. Discontinued operations. A registrant who has decided to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the registrant's
obligations for its facilities in the right-of-way under this Section have been lawfully assumed by another registrant.

**Subd. 2. Removal.** Any registrant who has abandoned facilities in any right-of-way shall remove them from that right-of-way pursuant to Minnesota Rule Part 7819.3300, unless the requirement is waived by the Director.

802.61. - Appeal.

A right-of-way user that: (1) has been denied registration; (2) has been denied a permit; (3) has had permit revoked; or (4) believes that the fees imposed are not in conformity with Minn. Stat. § 237.163, Subd. 6 may have the denial, revocation, or fee imposition reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

802.63. - Reservation of regulatory and police powers.

A permittee's or registrant's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

802.65. - Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Section is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, right or registration issued under this Section or any portions of this Section is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving 60 days written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this Section precludes the City from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

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

Adopted this __________ day of _________________, 2017.
By ____________________________
Pat Elliott, Mayor

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the 2017 Revised/2018 Proposed Budget resolutions adopting the 2018 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, and authorizing revision of 2017 budget of various departments.

EXECUTIVE SUMMARY:
On September 6, 2017, a special City Council meeting was held for the purpose of presenting and discussing the 2017 Revised/2018 Proposed Budget and 2018 preliminary property tax levy. At this meeting staff presented to the City Council a preliminary gross tax levy of $20,667,505 which includes a levy for general fund operations of $16,601,455, a debt service levy of $2,910,328, a tax abatement levy of $370,722, and an equipment and technology levy of $785,000. Accordingly, the 2018 preliminary gross levy represents a 6.34% increase from the 2017 gross levy.

Pursuant to City Council discussion at the budget meeting, staff is presenting an alternative tax levy option for consideration. The alternate tax levy option includes the use of an additional $265,000 of LGA for 2018. The net effect of this additional LGA reduces the Gross Tax Levy and the percentage increase over the 2017 Levy. This would reduce the overall levy to $20,399,828, which would result in a gross tax levy increase of 4.97% over the 2017 gross levy.

The impact of both tax levy options on a typical Richfield home valued at $200,000 is attached to this staff report.

At this point the City Council must make a decision regarding what gross tax levy to certify to the County auditor for tax year 2018. This tax levy will be used as the basis of the Truth in Taxation notices that will be mailed to home owners in late November 2017. Staff can execute the 2018 City General Fund Budget with either of the tax levies selected by the City Council. The levy option using more 2018 LGA to fund current operations, brings the tax levy down for homeowners who may also be seeing tax increases in 2018 from other Richfield taxing jurisdictions.

As Council is aware, once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount.

In addition, the City must certify its proposed property tax levy for payable year 2018 to the County Auditor
and set a date for its Truth in Taxation public meeting on or before September 29, 2017.

The Truth in Taxation public meeting must be held between November 25 and December 28, 2017 and must occur at 6:00 p.m. or later. The City’s Truth in Taxation public meeting is scheduled for Tuesday December 5, 2017 at 6:00 p.m. at the City of Richfield Municipal Center.

**RECOMMENDED ACTION:**
By motion: Approve resolutions establishing the 2018 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, and authorizing revision of 2017 budget of various departments.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**
   - None

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06.
   - Consequently, as required by the Truth in Taxation legislation (MS 275.065) each “taxing authority” must certify its proposed property tax levy for payable year 2018 to the County Auditor on or before September 29, 2017. “Taxing authority” includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.
   - In addition, each “taxing authority” with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 29, 2017. This Truth in Taxation public meeting must be held between November 25 and December 29, 2017 and must occur at 6:00 p.m. or later.

C. **CRITICAL TIMING ISSUES:**
   - Along with the 2017 Revised/2018 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year’s Truth in Taxation public meeting. It is recommended that this year’s meeting be set for 6:00 p.m. Tuesday, December 5, 2017. As Council Members are aware, at these public meetings, the tax levy may be reduced from the preliminary tax levy, but not increased.
   - All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 29, 2017.

D. **FINANCIAL IMPACT:**
   - The preliminary gross levy for taxes payable 2018 as originally presented is $20,667,505.
   - An alternative preliminary gross for taxes payable 2018 pursuant to the September 6, 2017, special City Council meeting is $20,399,828.
   - The alternative gross levy reduces the tax levy from an original increase of 6.34% down to an increase of 4.97%.
   - Also, included in the 2018 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of $785,000. This levy is in place of the issuance of debt to fund these purchases.
   - A final resolution for consideration authorizes the revision of the 2017 budget to conform to the most recent 2017 revenue and expenditure projections.

E. **LEGAL CONSIDERATION:**
   - None

**ALTERNATIVE RECOMMENDATION(S):**
   - The City Council could adopt a lesser 2018 preliminary property tax levy or 2017 Revised/2018 Proposed budget or select other allowable Truth in Taxation hearing dates.
**PRINCIPAL PARTIES EXPECTED AT MEETING:**
N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution - 2018 Proposed Budget &amp; Tax Levy - 6.34%</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution - 2018 Proposed Budget &amp; Tax Levy - 4.97%</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution - Authorize Revision of 2017 Budget</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution - Authorize Revision of 2017 Budget of Various Departments</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Tax Levy Impact - 6.34%</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Tax Levy Impact - 4.97%</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
RESOLUTION NO.
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2018

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 29, 2017 and then recertified before December 29, 2017.

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

1. The budget for the City of Richfield for the year 2018 is hereby approved and adopted with appropriations for each of the departments to be as follows:

   General Fund

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative/Executive</td>
<td>$ 902,290</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>1,466,170</td>
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<tr>
<td>Public Safety</td>
<td>9,067,810</td>
</tr>
<tr>
<td>Fire Services</td>
<td>4,274,500</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,426,480</td>
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<tr>
<td>Public Works</td>
<td>4,074,100</td>
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<tr>
<td>Recreation Services</td>
<td>1,943,660</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>195,000</td>
</tr>
</tbody>
</table>

   TOTAL GENERAL FUND $23,350,010

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2018 which are more fully detailed in the City Manager’s official copy of the 2018 budget, are hereby found and determined to be as follows:

   TOTAL GENERAL FUND $23,350,010

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes and in the following amounts:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$16,601,455</td>
</tr>
<tr>
<td>Equipment</td>
<td>785,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>2,910,328</td>
</tr>
<tr>
<td>Cedar Point Tax Abatement</td>
<td>370,722</td>
</tr>
</tbody>
</table>

1 Provision has been made in the General Fund for the payment of the City’s contributory share to Public Employees’ Retirement Association.

2 General Fund Levy includes all fiscal disparities distribution amounts.
4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2012A, will be reduced from $140,081 to $127,701 due to the use surplus bond proceeds from the issue.

5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from $629,534 to $280,501 due to the utilization of gas and electric franchise fees.

6. The budget for the Housing and Redevelopment Authority of Richfield for the year 2018 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing and Redevelopment Authority</td>
<td>$571,905</td>
</tr>
</tbody>
</table>

7. The budget for the Economic Development Authority of Richfield for the year 2018 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Authority</td>
<td>$560,467</td>
</tr>
</tbody>
</table>

8. A certified copy of this resolution shall be transmitted to the County Auditor.

9. The Truth in Taxation public meeting shall be set for 6:00 p.m. December 5, 2017.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2017.

__________________________________________
Pat Elliott, Mayor

ATTEST:

__________________________________________
Elizabeth VanHoose, City Clerk
RESOLUTION NO.
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2018

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 29, 2017 and then recertified before December 29, 2017.

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

1. The budget for the City of Richfield for the year 2018 is hereby approved and adopted with appropriations for each of the departments to be as follows:

   General Fund

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative/Executive</td>
<td>$ 902,290</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>1,466,170</td>
</tr>
<tr>
<td>Public Safety</td>
<td>9,067,810</td>
</tr>
<tr>
<td>Fire Services</td>
<td>4,274,500</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,426,480</td>
</tr>
<tr>
<td>Public Works</td>
<td>4,074,100</td>
</tr>
<tr>
<td>Recreation Services</td>
<td>1,943,660</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>195,000</td>
</tr>
</tbody>
</table>

   TOTAL GENERAL FUND $23,350,010

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2018 which are more fully detailed in the City Manager’s official copy of the 2018 budget, are hereby found and determined to be as follows:

   TOTAL GENERAL FUND $23,350,010

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes and in the following amounts:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund¹</td>
<td>$16,333,778²</td>
</tr>
<tr>
<td>Equipment</td>
<td>785,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>2,910,328</td>
</tr>
<tr>
<td>Cedar Point Tax Abatement</td>
<td>370,722</td>
</tr>
</tbody>
</table>

   ¹ Provision has been made in the General Fund for the payment of the City’s contributory share to Public Employees’ Retirement Association.

   ² General Fund Levy includes all fiscal disparities distribution amounts.
4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2012A, will be reduced from $140,081 to $127,701 due to the use surplus bond proceeds from the issue.

5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from $629,534 to $280,501 due to the utilization of gas and electric franchise fees.

6. The budget for the Housing and Redevelopment Authority of Richfield for the year 2018 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing and Redevelopment Authority</td>
<td>$571,905</td>
</tr>
</tbody>
</table>

7. The budget for the Economic Development Authority of Richfield for the year 2018 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2017, payable in 2018 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Authority</td>
<td>$560,467</td>
</tr>
</tbody>
</table>

8. A certified copy of this resolution shall be transmitted to the County Auditor.

9. The Truth in Taxation public meeting shall be set for 6:00 p.m. December 5, 2017.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.
RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.

2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.

3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2017 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 11302 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2017; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2017 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2018 budget document.

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

1. That the 2017 appropriations for each department of the General Fund be amended to establish the following totals:

   General Fund
   Legislative/Executive  $ 867,640
   Administrative Services  1,441,510
   Public Safety  8,562,100
   Fire Services  4,150,030
   Community Development  1,393,060
   Public Works  3,968,540
   Recreation Services  1,882,790
   Transfer Out  175,000
   TOTAL GENERAL FUND  $22,440,670
   DECREASE  $ 293,200

2. Estimated 2017 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager’s official copy of the proposed 2018 budget, are hereby revised as follows:

   DECREASE  $293,200

3. That the City Manager and the Finance Manager bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of September 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
<table>
<thead>
<tr>
<th></th>
<th><strong>Payable 2018</strong></th>
<th></th>
<th><strong>Payable 2017</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Home value:</td>
<td>$200,000</td>
<td>Home value:</td>
<td>$200,000</td>
</tr>
<tr>
<td>Tax Capacity Rate:</td>
<td>0.583070</td>
<td>Tax Capacity Rate:</td>
<td>0.568488</td>
</tr>
<tr>
<td>Tax Capacity</td>
<td>$2,000.00</td>
<td>Tax Capacity</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>City Portion taxes:</td>
<td>$1,166.14</td>
<td>City Portion taxes:</td>
<td>$1,136.98</td>
</tr>
<tr>
<td>Effect on taxes - no market value change:</td>
<td>$29.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>$2.43</td>
<td>Monthly</td>
<td>$9.04</td>
</tr>
<tr>
<td>Home value:</td>
<td>$213,600</td>
<td>Home value:</td>
<td>$200,000</td>
</tr>
<tr>
<td>Ave. Market Increase:</td>
<td>0.068</td>
<td>Tax Capacity</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Tax Capacity</td>
<td>$2,136.00</td>
<td>City Portion taxes:</td>
<td>$1,136.98</td>
</tr>
<tr>
<td>City Portion taxes:</td>
<td>$1,245.44</td>
<td>Effect on taxes - 6.8% market value increase:</td>
<td>$108.46 9.54%</td>
</tr>
<tr>
<td>Monthly</td>
<td>$9.04</td>
<td>Monthly</td>
<td>$9.04</td>
</tr>
</tbody>
</table>
### Home Value: $200,000

<table>
<thead>
<tr>
<th>Payable 2018</th>
<th>Payable 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home value:</td>
<td>Home value:</td>
</tr>
<tr>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Tax Capacity</td>
<td>Tax Capacity</td>
</tr>
<tr>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>City Portion taxes:</td>
<td>City Portion taxes:</td>
</tr>
<tr>
<td>$1,148.16</td>
<td>$1,136.98</td>
</tr>
<tr>
<td>Effect on taxes - no market value change:</td>
<td>$11.19</td>
</tr>
<tr>
<td>Monthly</td>
<td>$0.93</td>
</tr>
<tr>
<td>Home value: Ave. Market Increase:</td>
<td>Home value:</td>
</tr>
<tr>
<td>$213,600</td>
<td>$200,000</td>
</tr>
<tr>
<td>Tax Capacity</td>
<td>Tax Capacity</td>
</tr>
<tr>
<td>$2,136.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>City Portion taxes:</td>
<td>City Portion taxes:</td>
</tr>
<tr>
<td>$1,226.24</td>
<td>$1,136.98</td>
</tr>
<tr>
<td>Effect on taxes - 6.8% market value increase:</td>
<td>$89.26</td>
</tr>
<tr>
<td>Monthly</td>
<td>$7.44</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a data sharing agreement for analysis of use of force incident reports from the Richfield Police Department.

EXECUTIVE SUMMARY:
The Police Department does not currently have an adequate program to track use of force reports. The purchase of the Police Force Analysis Systems will allow the Police Department to assess the legal risk on use of force incidents, provide detailed analysis, promote best practices, and create a level of transparency between the Police Department and the community. The City of Richfield will supply the records or items of information that will be entered through the use of an online reporting tool. The City of Richfield may exclude any information contained in these records that the City deems private data.

RECOMMENDED ACTION:
By motion: Approve a data sharing agreement to facilitate the transfer of relevant data from the City of Richfield to Police Force Analysis System for coding.

Basis of Recommendation:

A. HISTORICAL CONTEXT
   - The Richfield Police Department currently does not have an adequate program to track use of force incidents. This program would allow us to assess legal risk assessment, obtain detailed analysis, promote transparency, and utilize best practices.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Consultant understands and agrees that all of the data it receives from the City and maintains in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and that Consultant must comply with the requirements thereof as if it were a government entity.
   - Consultant further understands and agrees that the remedies set forth in Minnesota Statutes Section 13.08 apply to Consultant in connection with such requirements.

C. CRITICAL TIMING ISSUES:
   - There are no critical timing issues.
D. **FINANCIAL IMPACT:**
   - Police Force Analysis System will bill the City of Richfield a one time charge of $1,500 for the use of the online reporting tool and then $500 for each dashboard build or update.
   - The City may enter an unlimited number of use of force reports into the online reporting tool and will only be charged for each dashboard update.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed and approved the data sharing agreement with Police Force Analysis System.

**ALTERNATIVE RECOMMENDATION(S):**
   - Do not sign the agreement; however, Public Safety would need to find other means to track use of force incidents.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Sharing Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
DATA SHARING AGREEMENT

DATA SHARING AGREEMENT NO. 2017-06 FOR ANALYSES OF USE OF FORCE INCIDENT REPORTS FROM THE RICHFIELD POLICE DEPARTMENT

Executed By
The City of Richfield, hereinafter referred to as "City"; City Authorized Representative:

Mayor Pat Elliott
City of Richfield
6700 Portland Ave S
Minneapolis, MN 55423
Email: PElliott@RichfieldMN.gov

and

Sanford, Olson & Scales LLC, a company authorized to conduct business in the State of Washington, hereinafter referred to as "Consultant"; Consultant Authorized Representative:

Robert Scales, CEO
Sanford, Olson & Scales LLC
13197 Madison Ave NE
Bainbridge Island, WA 98110
Phone: (206) 915-8683
Email: bob@policestrategies.com
IN WITNESS WHEREOF, the parties have executed this Data Sharing Agreement by having their representatives affix their signatures below.

Sanford, Olson & Scales LLC  
By: _____________________________  By: ________________________________
  Robert Scales, CEO  Pat Elliott, Mayor
Date: _______________  Date: _______________

City of Richfield  
By: ________________________________
  Steve Devich, City Manager
Date: _______________

DATA SHARING AGREEMENT PERTAINING TO THE RELEASE OF POLICE USE OF FORCE INCIDENT REPORTS OR ANY OTHER RECORDS OR DATA FOR USE IN THE POLICE FORCE ANALYSIS SYSTEM℠

WHEREAS, the City desires to use the Police Force Analysis System℠ to examine the City’s use of force incidents and compare its use of force practices with other agencies; and

WHEREAS, for purposes of this Agreement, “use of force” is defined as Richfield Police Department recordable force.

WHEREAS, for purposes of this Agreement, “public” or “public release” includes release to other law enforcement agencies using the Police Force Analysis System℠;

WHEREAS, the Consultant requires the City to enter data from its use of force incident reports using an online reporting tool in order to enter the necessary data fields into the Police Force Analysis System℠; and

WHEREAS, the City has duly authorized the data request, which is outlined in Sections (1) and (2) below; and

WHEREAS, the Consultant represents knowledge of and familiarization with, as applicable, the provisions of 28 CFR, Part 22 Confidentiality of Identifiable Research and Statistical Information, including provisions for Information Transfer Agreement in Part 22.24 (C) and for Sanctions in Part 22.29 thereof, RCW Ch. 10.97 Washington State Criminal Records Privacy Act, RCW 13.50 Keeping and Release of Records by Juvenile or Care Agencies, particularly juvenile information requirements specified in RCW 13.50.010 (8) and RCW 13.50.050 (23), RCW 42.48 Release of Records for Research, particularly RCW 42.48.040 Disclosure by Research Professional; and RCW 42.56 Public Records Act; and the California Public Records Act (Cal. Govt. Code §6250, et seq.), including Sections 6254 (Records exempt from disclosure requirements) and 6254.5 (Disclosure of
NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance of the work described herein, the parties hereto agree as follows:

1) Purpose of the Data Sharing Agreement

The purpose of this Agreement is to facilitate the transfer of relevant data from the City to the Consultant for coding and data entry into the Police Force Analysis System℠ (P-FAS). P-FAS is a database that contains use of force data from multiple law enforcement agencies. P-FAS is used for research, evaluation and statistical analysis. P-FAS was created by extracting relevant use of force information from law enforcement agencies’ use of force reports, incident reports and officer statements. That information is coded and entered into the P-FAS database. The Consultant then creates a series of interactive dashboards for the City’s use as a risk management tool and an early warning system. The Consultant also provides comparative dashboards to the City that allow for benchmarking with similar agencies. The comparative dashboards have agency level information from multiple agencies but they do not contain any personally identifiable information. Dashboards prepared for the City will contain identifiable information about the City’s officers (names, serial numbers and/or badge numbers), but this identifiable information is only made available to the City itself and is not disseminated to other organizations or to the public. P-FAS does not contain any personally identifiable information of private individuals. The de-identified data contained in the Police Force Analysis System℠ may be transferred to other organizations for the purpose of research, evaluation and statistical analysis. In such cases, the personally identifiable information of individual officers will not be used in any public reports. Any reported data at the individual officer level will be coded to protect the anonymity of the officer.

The Consultant obtains information regarding use of force incidents solely from the reports generated by the City. The Consultant does not need and does not use any information that the City may include in its incident reports that is obtained from other sources such as the Criminal Justice Information Services Division (CJIS)(e.g. fingerprints, criminal histories, sex offender registrations, etc.).

2) Law Enforcement Records and Information

The City will supply the records or items of information specified in detail below which shall be covered by the terms of this Agreement: data from use of force incident reports that will be entered through the use of an online reporting tool. The City may exclude any information contained in these records that the City receives from external data systems such as the Criminal Justice Information Services Division (CJIS)(e.g. fingerprints, criminal histories, sex offender registrations, etc.) and/or that the City deems protected under any applicable State or Federal law.

The date range of the reports included in this agreement may be amended from time to time upon mutual agreement of the parties.

Consultant will bill the City a one-time charge of $1,500 for use of the online reporting tool and then $500 for each dashboard build or update. The City may enter an unlimited number of use of force reports into the online reporting tool and will only be charged for each dashboard update. The City may determine the frequency of the dashboard updates. Upon notification that the City desires a
dashboard update, the Consultant will have up to 30 days to provide the updated dashboards to the City.

3) Consultant Special Conditions

It is understood that the reports and information provided by the City will be analyzed under the direction of the Consultant. The Consultant may use students from Seattle University and/or other subcontractors to assist in coding the data from the use of force records. Use of the provided records shall be subject to the Special Conditions noted below that shall apply to the Consultant as well as any students and/or subcontractors participating in coding and data entry.

a) For purposes of this Agreement, the Consultant shall:
   i) Use the records specified in Section (2) for research, evaluative and statistical purposes and for use in the Police Force Analysis System℠ and the Police Force Analysis Network℠;
   ii) Limit access to the records specified in Section (2) to only the Consultant and to Consultant-supervised students and/or subcontractors whose responsibilities to the project cannot be accomplished without such access, and who have been advised of and agreed to comply with the provisions of this Agreement and, as applicable, of 28 CFR Part 22, RCW Ch. 10.97, Juvenile information requirements, as required in RCW 13.50.010 (8) and RCW 13.50.050 (23), RCW 42.48, particularly RCW 42.48.040; and RCW 42.56; and the California Public Records Act (Cal. Govt. Code §6250, et seq.), including Sections 6254 (Records exempt from disclosure requirements) and 6254.5 (Disclosure of otherwise exempt records; Exemptions), as well as Penal Code §13202 (disclosure of criminal offender record information for research purposes); and 42 U.S.C. §405(c)(2)(C)(viii)(I)( Disclosure of Social Security Records); 18 U.S.C. §§2721-25 (Driver Privacy Protection Act); §995.50 Wis. Stats., (Right to Privacy), §942.08 Wis. Stats. (Invasion of Privacy); §938.396 Wis. Stats. (Juvenile Justice Code – Records); §48.396 Wis. Stats. (Law Enforcement Records – Juveniles); §19.31 - §19.39 Wis. Stats. (Open Records Law) including but not limited to, the exemptions listed in §19.36 Wis. Stats.; Minnesota Government Data Practices Act (Minn. Stat. Chapter 13).
   iii) Safeguard all hard copy and electronic forms of Section (2) records to prevent unauthorized persons from accessing files which may include, but are not limited to, limiting access to identifiable information, securely storing data documents in locked locations and assigning security codes to computerized records.

b) For purposes of this Agreement, the Consultant and Consultant-supervised students and/or subcontractors shall not:
   i) Disclose any Section (2) information that is identifiable to a private person, such as names, addresses, social security numbers or driver’s license numbers, except as pursuant to 28 CFR Part 22.24 (a) (b) and (c). The Consultant may use the names, serial numbers and badge numbers of the City’s officers identified in Section (2) records and may enter such information into the Police Force Analysis System℠. The Consultant shall not use individual officer identification information in any publicly produced reports without written authorization from the City;
   ii) Make copies of any Section (2) records, except as clearly necessary for use by Consultant and Consultant-supervised students and/or contractors to accomplish the purposes of the research and for data entry into the Police Force Analysis System℠;
c) The Consultant understands and agrees that:

i) Personally identifiable information of private individuals will be used only for research, evaluation and statistical purposes and for use in the Police Force Analysis System;

ii) Personally identifiable information of private individuals will not be revealed to any person, other than the City itself, for any purpose except where the information is needed for research and statistical purposes within the Police Force Analysis System. Any public release of research reports at the individual officer level will not include the identity of the officers. Information identifiable to individual officers of the City may be revealed to the City and City personnel;

iii) Adequate administrative and physical precautions will be taken to assure security of Section (2) records which may include, but are not limited to, limiting access to identifiable information, securely storing data documents in locked locations and assigning security codes to computerized records;

iv) When disseminating information to the public or to organizations other than the City itself, project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, required name-stripping and/or coding of data or other similar procedures;

v) Reports, databases and electronic dashboards that are prepared for the City may contain the names, badge numbers and/or serial numbers of the City’s officers.

4) Term of Agreement

The term of this Agreement shall commence on the date of execution as signed by the designee of the City and shall be for an indefinite term subject to the termination provisions below.

5) Renewal and Termination

This Agreement may be terminated when either party gives 10 days written notice to the other party of his or her intent to terminate. Notice shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to the Consultant to:
Robert Scales
Sanford, Olson & Scales LLC
13197 Madison Ave NE
Bainbridge Island, WA 98110-1153

If to the City to:
Mayor Pat Elliott
City of Richfield
6700 Portland Ave S
Minneapolis, MN 55423

The parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
6) **Disposition Of Police Records / Information**

Upon termination of this Agreement, Consultant agrees to securely destroy, by shredding or other adequate means of destruction, all records obtained from the City under *Section 2*, including all originals and copies made thereof.

All reports, notes, memos, dashboards and databases created by the Consultant using data from *Section (2)* records are the property of the Consultant and may be retained and used by the Consultant after the termination of this Agreement.

After the termination of the Agreement, the Consultant will continue to abide by the terms of this Agreement regarding the use of personally identifiable information of private individuals.

9) **Miscellaneous Provisions**

a) None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither party is an employee of the other party; nor is either party entitled to any of the benefits and protections afforded to employees of the other party.

b) This Agreement shall be governed in all respects by federal laws and regulations and the laws and regulations of the State of Minnesota, except to the extent such laws and regulations are preempted or superseded by federal law or regulation.

c) This Agreement may be amended only by a written agreement signed by the parties hereto.

d) The Consultant and the City agree that the venue for any and all conflicts and resolution arising out of or related to this agreement shall be the State of Minnesota and that the laws of the State of Minnesota shall apply.

e) Severability - If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

f) Consultant shall provide a certificate of insurance to City demonstrating adequate coverage prior to commencing services for the City.

g) Consultant agrees to defend, hold harmless and indemnify City from and against any claims or damages, including reasonable attorneys’ fees, arising out of Consultant’s negligent or intentional misuse of City’s data, including but not limited to, any claims or damages related to the unauthorized release of City’s data.

h) Consultant understands and agrees that all of the data it receives from the City and maintains in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and that Consultant must comply with the requirements thereof as if it were a government entity. Consultant further understands and agrees that the remedies set forth in Minnesota Statutes Section 13.08 apply to Consultant in connection with such requirements.