Call to order

1. Utility rates and conservation rate structure
2. Discussion regarding Service Line Warranty Program and city-administered utility line insurance.

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 21, 2017

Council Memorandum No. 87

The Honorable Mayor
and
Members of the City Council

Subject: September 26, 2017 Work Session Items

Council Members:

The following items will be discussed at the September 26, 2017, City Council work session:

**Utility Rates and Conservation Rate Structure**
Ehlers will conduct a brief overview of the Utility Rate Study that was presented on June 27, 2017, and the recommendations moving forward for utility rates and conservation rate structure. There should be ample time for discussion.

**Service Line Warranty Program and City-Administered Utility Line Insurance**
Staff will give a brief update on the current Service Line Warranty Program administered by Utility Service Partners, Inc. and options moving forward, including (but not limited to):

- Continue Service Line Warranty Agreement
- Discontinue Service Line Warranty Agreement
- City-Administered Utility Line Insurance, as proposed by resident Bob Hall

Enclosed are informational slides from Service Line Warranty and a memorandum regarding a city-administered alternative. Public Works staff and the City Attorney will be available at the work session for discussion and questions.

Please contact Kristin Asher, Director of Public Works, at 612-861-9795 with questions.

Respectfully submitted,

Steven L. Devich
City Manager
USP Currently Has 14 Partners in Minnesota

- Columbia Heights
- Edina
- Falcon Heights
- Grand Rapids
- Hawley
- Lake Crystal
- Mora
- Oak Park Heights
- Pelican Rapids
- Perham
- Richfield
- St. Louis Park
- St. Michael
- Vergas
The External Sewer Line Warranty

Coverage includes:

- Homeowner repair protection for leaking, clogged or broken sewer lines from the point of utility connection to the home exterior
- Educating homeowners about their service line responsibilities
- Up to $4,000 coverage per repair incident
- Additional allowance for public street ($4,000), public sidewalk ($500) repair
- No annual or lifetime limits
- No deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates
The External Water Line Warranty

Coverage includes:

- Homeowner repair protection for leaking, clogged or broken water lines from the point of utility connection to the home exterior
- Educating homeowners about their service line responsibilities
- Up to $4,000 coverage per repair incident
- Additional allowance for public street ($4,000), public sidewalk ($500) repair
- No annual or lifetime limits
- No deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates
The In-home Plumbing Warranty

Coverage includes:

- Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.
- Up to $3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits.
- 24/7/365 availability
- No deductibles, service fees, forms, or paperwork.
- Repairs made only by licensed, local contractors.
- Affordable rates
Program Update

Active Orders
- External Sewer Line: 711
- External Water Line: 341
- In-Home Plumbing: 50

Number of Claims
- External Sewer Line: 73
- External Water Line: 3
- In Home Plumbing: 16

Claims Paid Out
- External Sewer Line: $45,250.36
- External Water Line: $1,053.75
- In-Home Plumbing: $5,553.55

There have been 0 denied claims in Richfield, MN.
## Current Results—Survey Scores

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>No Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does this warranty positively influence your opinion of the city?</td>
<td>14</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Would you recommend this program to others?</td>
<td>15</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Excellent, Very Good, and Good Rating:</td>
<td></td>
<td></td>
<td>90%</td>
</tr>
<tr>
<td>Number of Surveys:</td>
<td></td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>

Note: All numbers were pulled from the partner portal on 7/31/17
Current Results– To Date

- The NLC Service Line Warranty Program has campaigned once since the start of the program.
- Direct Mail is the top performing channel.
- Data was pulled on 7/26/17.

<table>
<thead>
<tr>
<th>Channel</th>
<th>2016-2017 YTD</th>
<th>% of enrollments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Mail</td>
<td>622</td>
<td>56%</td>
</tr>
<tr>
<td>Call Center</td>
<td>195</td>
<td>18%</td>
</tr>
<tr>
<td>Website</td>
<td>284</td>
<td>26%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,101</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
Current Results—Customer Testimonials

What customers are saying:

- Great experience. Terrific contractor. Did a wonderful job

- I have used this service twice and both times were positive. I highly recommend this service

- We appreciated the encouragement of the city and the opportunity to purchase the insurance as a low cost.

- Service Line Warranties of America called JMJ Plumbing Contractors and the plumber did a great job!! Hope SLWA keeps using JMJ on all Minnesota calls...they are great! Professionals doing quality work.
MEMORANDUM

To: Steve Devich, City Manager
From: Mary D. Tietjen, City Attorney
       David T. Anderson, Assistant City Attorney
Date: June 26, 2017
Re: City-Administered Utility Line Insurance

Background

Pursuant to general law and the Richfield City Code, individual property owners are personally responsible for all costs associated with repairing their private utility lines (the portion of sewer and water lines connecting their structures to the City’s mains). When these utility lines are damaged, repair costs can be significant. Richfield’s residents currently have the option to enroll in a private insurance program offered through a company called Service Line Warranties of America. Through this program, residents pay a monthly premium and, in exchange, are afforded with utility line repair coverage for certain costs that would otherwise be out-of-pocket (up to a maximum of approximately $4,000). A significant number of cities throughout Minnesota and the metro area offer this program.

Bob Hall, Richfield resident, approached the City with a proposal that would involve a City-administered plan for utility line coverage that would protect residents against these costs. Mr. Hall’s proposal would require that each homeowner pay the City a quarterly “assessment.” The money raised through these assessments would go into a special fund that the City would then use to facilitate repairs to utility lines when property owners would otherwise be liable for said repairs. Under Mr. Hall’s proposal, the quarterly assessment could be adjusted by the City, as needed, if the fund becomes too large or too small.
**Discussion**

The City most likely has the legal authority to administer this type of program under its general statutory authority to maintain and finance its public utility systems under Minn. Stat. § 444.075 ("Any municipality may build, construct, reconstruct, repair, enlarge, improve, or in any other manner obtain facilities, and maintain and operate the facilities inside or outside its corporate limits..." The term "facilities" means and includes waterworks, sanitary sewer and storm sewer systems, or any portion or portions thereof.) In fact, a few other Minnesota cities administer something similar.

Mounds View and Lake City, for example, have both adopted ordinances that allow their residents the option of participating in a program that permits the city to facilitate and pay for repairs of private water lines when necessary. Mounds View and Lake City adopted these programs in 2001 and 2015, respectively. Each program applies to smaller residential buildings (commercial buildings and apartment complexes are excluded) whereby owners have the ability to opt-out if they do not wish to participate. To pay for the program, participants are charged an additional fee on their monthly utility bill (both are around $2.00 per month). The program is structured as an additional service provided by each city’s public works department. The monthly fees are separated out and allocated into a special account specifically used to make repairs to private lines, when necessary. Before a city makes any repairs to a homeowner’s private line, the homeowner must enter into a license agreement providing the city, or its contractor, with the authority to enter onto the property for purposes of inspections and repairs.

The city of Owatonna also has a water service line program similar to the programs offered in Lake City and Mounds View. Residential owners are automatically enrolled in the program and charged $1.99 per month. The program is similar in that it covers all repairs and replacements to water service lines from the city’s water main to the homeowner’s inlet meter valve (usually located inside the home). Owatonna also has an opt-out form that can be completed by those who don’t wish to participate. Owatonna expressly indicates that all repairs are contracted out to qualified plumbers.

Interestingly, none of the three programs discussed above provide protection for sanitary sewer lines. This is most likely because the risk associated with covering sewer repairs is higher since users have the ability to cause damages by their behavior (i.e. flushing things or putting items down the drain that cause problems). The content passing through water service lines, on the other hand, is limited to treated water coming from the City’s main. A city cannot control what passes through a sewer line. For sewer lines, the League of Minnesota Cities Insurance Trust offers cities “no-fault” sewer backup coverage. This is optional coverage that the City can add that will reimburse a property owner for clean-up costs and damages resulting from a City sewer backup or from a City water main break, irrespective of whether the backup or break was caused by City negligence. Regardless, if the City wanted to take on sewer lines as part of a city-administered program, it could do that.

The City has a few options to consider in light of Mr. Hall’s suggestion. First, it could continue to offer its residents the option of purchasing private insurance through Service Line Warranties
of America. Second, it could further explore the possibility of administering its own program that would be funded through an additional utility fee, like the programs discussed above. And third, it could use some combination of the first two options. For example, residents might have the option of buying private insurance for their sewer lines and the City would administer its own program for water lines. This would minimize the inherent risks associated with covering sewer repairs.

Of course, if the City were to adopt its own program, it would have to account for additional resources and staff time needed to administer the program. Public works and finance personnel from Lake City and Mounds View would be useful resources for staff if the Council is interested in pursuing this. Our firm represents both of these cities and we could initiate or facilitate that communication.

**Conclusion**

Although Richfield residents currently have the option of insuring their private utility lines through Service Line Warranties of America, a City-administered program is likely authorized by statute giving cities general powers to maintain and finance utility systems. Doing so, however, would require significant resources including public works, finance, and legal staff to oversee implementing and administering the program.

Please let us know if you have any additional questions or would like more information.

MDT
REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 26, 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, Housing and Redevelopment Authority, and Planning Commission work session of August 21, 2017; (2) Special joint City Council, Housing and Redevelopment Authority, and Economic Development Authority work session of August 21, 2017; (3) Special City Council meeting of September 6, 2017; (4) Special City Council work session of September 12, 2017; and (5) Regular City Council meeting of September 12, 2017.

PRESENTATIONS

1. Consideration of the approval of a resolution supporting the Richfield Public Schools 2017 levy referendums.
   Staff Report No. 145

2. Annual meeting with the Community Services Commission

COUNCIL DISCUSSION

3. Hats Off to Hometown Hits

AGENDA APPROVAL

4. Approval of the Agenda

5. Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.

   A. Consideration of the approval of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for General Services and Management employees for 2018.
      Staff Report No. 146

   B. Consideration of the approval of a resolution authorizing the refunding of the $4,550,000 G.O. Capital
C. Consideration of the approval of a resolution approving deferral of special assessments against an owner occupied property.

D. Consideration of the approval of a resolution authorizing the issuance of special permits for extended liquor sales hours during Super Bowl 2018.

E. Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation’s Wine Tasting event to take place on Thursday, October 12, 2017, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

F. Consideration of the approval of the 2017-2018 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/ bioterrorism and the development of a response system.

G. Consideration of the approval of a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for youth sports equipment in the amount of $3,158 and to authorize the Recreation Services Director to execute the associated grant agreement.

H. Consideration of the approval of a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor.

I. Consideration of a resolution declaring costs to be assessed for unpaid false alarm user fees against private property.

J. Consideration of a resolution declaring costs to be assessed for current services performed for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

K. Consideration of the approval of a work proposal from Barr Engineering for stormwater infrastructure assessment services.

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

PUBLIC HEARINGS

7. Continue a public hearing to consider a resolution granting approval of the final plat of the Cedar Point Commons Second Addition to October 24, 2017.

PROPOSED ORDINANCES

8. Consideration of a number of land use requests to allow construction of a new housing development to include 284 new housing units, 33 rehabilitated housing units, and a two-block extension of Richfield Parkway between 66th and 68th Streets along 18th Avenue.

9. Consideration of the approval of an ordinance that would make small wireless facilities a conditional use in single-family residential districts and consideration of a resolution authorizing summary publication of said ordinance.
CITY MANAGER’S REPORT

10. City Manager’s Report

CLAIMS AND PAYROLLS

11. 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.

12. 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.
The work session was called to order by HRA Chair/EDA President Supple at 5:45 p.m. in the Bartholomew Room.

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

HRA Members Present: Mary Supple, Chair; Michael Howard; Pat Elliott; Doris Rubenstein; and Sue Sandahl.

PC Members Present: Erin Vrieze Daniels, Chair; Allysen Hoberg; and Susan Rosenberg.

PC Members Absent: Dan Kitzberger; Sean Hayford Oleary; Bryan Pynn; and Gordon Vizecky.

Staff Present: John Stark, Community Development Director and Julie Urban, Housing Manager.

### Item #1  CITY GARAGE SOUTH PROPOSAL

Steve Nicolai and Nate Anderig, Nicolai Builders, presented their proposal to construct market-rate, multi-family housing on the City Garage South site (77th and Pillsbury). They described their background and experience and reviewed the proposed elevations and layout for the site. They explained that 20 percent of the units would be for moderate-income seniors. They stated that while they were defining moderate income as 80 percent of the area median income or less, they were open to defining it differently.

Planning Commission Chair Daniels stated that she would like to see a more interesting design for the building.

Community Development Director Stark explained that the developer was looking for initial feedback to the concept and then would come back with more details. He gave some historical background for the site and explained that while the initial vision for the site was office, there has been no interest for that concept.

Commissioner Hoberg encouraged a more modern design for the building.
Council Member Howard expressed an interest in seeing housing developed on the site and stated he would need more information.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:30 p.m.

Date Approved: September 26, 2017

____________________________________
Jared Voto
Executive Aide/Analyst

____________________________________
Steven L. Devich
City Manager
CALL TO ORDER

The work session was called to order by HRA Chair/EDA President Supple at 6:30 p.m. in the Bartholomew Room.

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

HRA Members Present: Mary Supple, Chair; Michael Howard; Pat Elliott; Doris Rubenstein; and Sue Sandahl.

EDA Members Present: Mary Supple, Chair; Michael Howard; Pat Elliott; Doris Rubenstein; and Sue Sandahl.

Staff Present: John Stark, Community Development Director and Julie Urban, Housing Manager.

Item #1 ECONOMIC DEVELOPMENT AUTHORITY’S 2018 BUDGET

Community Development Director Stark presented the proposed 2018 EDA budget.

Mayor Elliott expressed a desire to see more money in the Transformation Loan Program budget.

Commissioner Rubenstein questioned whether the Kids @ Home Program was an appropriate economic development activity. Director Stark explained the background of the Kids @ Home Program and confirmed that it is an eligible EDA expense.

Council Member Regan Gonzalez commented that $100,000 for apartment rehabilitation is a drop in the bucket for what’s needed and that perhaps the City should focus on the NOAH strategies currently identified and use the EDA money to support small businesses and move-up housing.

Mayor Elliott suggested that the money remain in the EDA budget to show our commitment to seeing our apartments rehabilitated.

Council Member Howard agreed that establishing apartment rehabilitation as a pilot program would give flexibility to reevaluate in future years.
Council Member Trautmann appreciated the commitment to businesses and reminded everyone of the strain the road construction has had on local businesses.

**ADJOURNMENT**

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

Date Approved: September 26, 2017

_____________________________  ________________
Pat Elliott
Mayor

_____________________________  ________________
Jared Voto
Executive Aide/Analyst

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

Special City Council Meeting
September 6, 2017

CALL TO ORDER

The meeting was called to order by Mayor Elliott at 5:11 p.m. in the Heredia Room.

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

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Jay Henthorne, Public Safety Director/Police Chief; Wayne Kewitsch, Fire Chief; Kristin Asher, Public Works Director; John Stark, Community Development Director; Jim Topitzhofer; Recreation Services Director; Chris Regis, Finance Manager; Bill Fillmore, Liquor Operations Director; Kris Weiby, Facilities Manager; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

ITEM #1 DISCUSSION OF THE 2017 REVISED/2018 PROPOSED BUDGET AND 2018 PRELIMINARY TAX LEVY

City Manager Devich began the discussion by advising that there would be a presentation by Finance Manager Regis regarding the overall budget and tax levy followed by a presentation by each department.

Finance Manager Regis presented the 2017 Revised/2018 Proposed Budget and 2018 preliminary tax levy. He covered all of the major aspects of the General Fund revenues and expenditures and the elements of the overall tax levy and its predicted impacts on residential properties.

Finance Manager Regis presented the Legislative/Executive and Administrative Services Department budgets.

Public Safety Director Henthorne presented the Public Safety Department budgets.

Fire Services Director Kewitsch presented the Fire Services Department budget.

Community Development Director Stark presented the Community Development Department budgets and additional information from the Housing and Redevelopment Authority budgets.

Liquor Operations Director Fillmore presented the Liquor Operations Department budget.

Public Works Director Asher presented the Public Works Department budgets.

Recreation Services Director Topitzhofer and Facilities Manager Weiby presented the Recreation Department budgets.
There was general discussion of the budget by the City Council and staff including responses to specific questions regarding the various departments.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 8:08 p.m.

Date Approved: September 26, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager
CALL TO ORDER

The work session was called to order by Mayor Elliott at 5:15 p.m. in the Municipal Center.

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

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Jim Topitzhofer, Recreation Services Director; Kristen Asher, Public Works Director; Jack Broz, Transportation Engineer; Karen Shragg, Nature Center Manager; Amy Markle, Naturalist; and, Jared Voto, Executive Aide/Analyst.

Item #1 ORGANICS COLLECTION AND ORGANIZED GARBAGE HAULING

Recreation Services Director Topitzhofer introduced Jennifer Nguyen Moore, Project Coordinator from the City of Bloomington. Ms. Nguyen Moore presented Bloomington’s implementation of organizing garbage hauling including: historical timeline; the city's priorities for organized collection; contract details; program summary; services offered; pricing; implementation process; communications; enforcement; challenges of the first year of implementation; and recommendations.

Council Members asked questions of Ms. Nguyen Moore regarding liquidated damages, the contract, Bloomington’s staffing and reimbursement for administrative costs, how current services compare to previous services offered, insurance the Bloomington holds, and the “door-step” collection option.

Recreation Services Director Topitzhofer asked Council if they had any general comments. Council Members seemed to agree that the city was heading in this direction and to start the process.

Recreation Services Director Topitzhofer introduced the topic of organics recycling. Nature Center Manager Karen Shragg showed items that could be recycled with organics collection, such as pizza boxes.

Ben Knudson, recycling specialist from Hennepin County, discussed the County’s waste sort study that found the most common material in trash was food waste, with compostable paper the third most found item; both of which can be recycled by industrial composting. Mr. Knudson also discussed what is industrial composting, what the compost could be used for, the benefits of composting, other cities that offer organics collection, and that Hennepin County is shifting funds to encourage organics recycling.

Recreation Services Director Topitzhofer discussed five options for organics collection, and went into pros and cons of each: require all haulers to offer organic collection by ordinance; develop a
pilot program with the County to offer all haulers an incentive to offer organics collection; establish an organics drop off site(s); organize hauling and require organics collection by contract; and, do nothing. Mr. Topitzhofer asked the Council Members for their feedback.

Council Members all were in favor of organics recycling, and were generally in favor of establishing drop off site(s) to begin and move toward organized hauling with a requirement for organics collection. Mayor Elliott also suggested looking into the pilot program with the County as an intermediary step to get residents used to organics recycling.

| Item #2 | 69TH STREET PILOT PROJECT INTERIM DESIGN |

Public Works Director Asher introduced the topic. This is about direction for an interim design for the next 5 to 10 years, since the project is not currently programmed.

Council Member Howard asked for clarification from Ted Weidenbach, Chair of the Transportation Commission, as to their understanding of what the City Council approved on August 8. Transportation Commission Chair Weidenbach responded that it was the understanding of the Transportation Commission that the City Council approved the Commission’s recommendation of the modified pilot project. Council Member Howard agreed that was what he thought was approved on August 8 and that if Council chose to go with option “B” with the buffered shoulders it would need further Council action and spoke in favor of the Transportation Commission’s recommendation.

Council Members and staff discussed what was meant by the pilot project, interim design, and the vote that was taken on August 8.

Council Member Garcia asked about the Transportation Commission has been working on this for a number of months. Transportation Commission Chair Weidenbach discussed the work the Commission has done on this project.

Council Member Howard asked about a change to the lane size to give additional space on the south side of the street, and if that would work with maintenance of the street. Public Works Director Asher stated it is shifted to allow four and a half feet on the south side, lane widths of 11 feet, and nine and a half foot delineated path. Maintenance is fine with this change.

Mayor Elliott asked Public Works Director Asher if maintenance was an issue and if the project is confusing to drivers. Public Works Director Asher stated she’s received the same comments and feedback the Mayor has received regarding the confusion.

Council Member Trautmann discussed concerns from residents in the area with the pilot project and after walking the area of 69th and 70th Street to get a feel of the area, he agrees with the Transportation Commission’s recommendation.

Council Member Regan Gonzalez stated she agreed with the vote from August 8, of approving the recommendation from the Transportation Commission.

ADJOURNMENT

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

The meeting was called to order by Mayor Elliott at 7:01 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; John Stark, Community Development Director; Kristin Asher, Public Works Director; Jim Topitzhofer, Recreation Services Director; Chris Regis, Finance Manager; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

Item #1 SWERING-IN OF CITY OF RICHFIELD POLICE OFFICERS MARK MENDOZA, NICHOLAS SCHIPP, ROBERT FREDERICKS, AND DYLAN SCHULTZ

Chief Henthorne introduced the officers and their families and performed the swearing-in ceremony.

APPROVAL OF MINUTES

M/S to approve 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.

Motion carried 5-0.
<table>
<thead>
<tr>
<th>Item #2</th>
<th>RICHFIELD INDEPENDENT SCHOOL DISTRICT NO. 280’S 2017 REFERENDUM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Steve Unowsky, Richfield Public Schools Superintendent, presented background and an overview of the referendum questions.</td>
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<tr>
<td></td>
<td>Tina Lavin, Chair of Richfield Citizens for a Quality Community, spoke regarding the Richfield Public Schools and in favor of the levy referendums.</td>
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<tr>
<td></td>
<td>Council Members commented on supporting the schools and children.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #3</th>
<th>OPEN STREETS AT PENN FEST ON SUNDAY, SEPTEMBER 17 FROM NOON TO 4 P.M.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gordon Hanson presented on the activities at Open Streets at Penn Fest.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #4</th>
<th>PROCLAMATION DECLARING SEPTEMBER 16, 2017, AS THE AMERICAN LEGION DAY IN THE CITY OF RICHFIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tom Hendrickson presented a brief history of the Richfield American Legion.</td>
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<tr>
<td></td>
<td>Mayor Elliott read the proclamation and presented it to Mr. Hendrickson.</td>
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</tbody>
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<thead>
<tr>
<th>Item #5</th>
<th>COUNCIL DISCUSSION</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>• Hats Off to Hometown Hits</td>
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<tr>
<td></td>
<td>Council Member Regan Gonzalez spoke regarding the budget work session and Aeon’s closing on the purchase of Seasons Park Apartments.</td>
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<tr>
<td></td>
<td>Council Member Howard echoed Council Member Regan Gonzalez’s comments and spoke regarding a Richfield resident’s interaction with the Richfield Police Department.</td>
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<tr>
<td></td>
<td>Mayor Elliott spoke regarding the budget work session and Richfield City Clerk Elizabeth VanHoose receiving certification as a Minnesota Certified Municipal Clerk.</td>
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<td>Council Member Trautmann thanked staff for their work on the budget and spoke regarding the Richfield Police Department’s response to a carbon monoxide incident and thanking the officers involved.</td>
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<td>Council Member Garcia spoke regarding the passing of former State Representative Mark Mahon; and interaction between her husband and the Richfield Police Department; and Richfield Community Center activities.</td>
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| Item #6 | APPROVAL OF THE AGENDA |
M/Garcia, S/Howard to approve the agenda.

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #7</th>
<th>CONSENT CALENDAR</th>
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</table>

City Manager Devich presented the Consent Calendar.

A. Consideration of the approval of a resolution updating the City’s Deferred Special Assessment Policy. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. No. 127)

H. 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). (S.R. No. 129)

I. Consideration of the approval of a resolution supporting a grant application to Hennepin County for the Cedar Point South/Chamberlain project. (S.R. No. 130)

J. Consideration of the approval of a resolution 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. (S.R. No. 132)

K. 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. (S.R. No. 133)

L. 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. (S.R. No. 134)

M. 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. (S.R. 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. (S.R. 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. (S.R. 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. (S.R. No. 138)

S. Consideration of the revocation of the HUB Dairy Queen food establishment license due to non-payment of state taxes. (S.R. 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. (S.R. No. 140)

U. Consideration of the appointment of Derek Sandbeck to the Arts Commission with a term expiring January 31, 2020. (S.R. No. 141)

Council Member Howard commented that Item 7.I. was a first reading and additional discussion will take place on September 26.

Council Member Regan Gonzalez asked to remove Item 7.H. from the consent calendar.

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

Motion carried 5-0.

**Item #8**

CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR

H. Consideration of the approval of a resolution re-approving site plans for a community band shell at Veterans Memorial Park. (S.R. No. 128)

Mayor Elliott presented Staff Report No. 128.

M/Elliott, S/Garcia to approve a resolution for site plan approval for a band shell at Veterans Memorial Park.

Motion carried 4-1. (Regan Gonzalez oppose)

**Item #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. (S.R. NO. 142)

Council Member Trautmann presented Staff Report No. 142.

M/Trautmann, S/Elliott to 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.

Motion carried 5-0.

Mayor Elliott presented Staff Report No. 143.

Finance Manager Regis presented information on the budget and levy.

Council Members commented that they were in favor of the 4.97% levy.

M/Elliott, S/Howard to approve resolutions establishing the 2018 preliminary property tax levy at 4.97% and proposed date for the Truth in Taxation hearing, authorizing budget revisions, and authorizing revision of 2017 budget of various departments.

Motion carried 5-0.

Item #11  CONSIDERATION OF THE APPROVAL OF A DATA SHARING AGREEMENT FOR ANALYSIS OF USE OF FORCE INCIDENT REPORTS FROM THE RICHFIELD POLICE DEPARTMENT. (S.R. NO. 144)

Council Member Howard presented Staff Report No. 144.

Public Safety Director/Police Chief Henthorne discussed the item as it relates to the department.

M/Howard, S/Elliott to approve a data sharing agreement to facilitate the transfer of relevant data from the City of Richfield to Police Force Analysis System for coding.

Motion carried 5-0.

Item #12  CITY MANAGER’S REPORT

City Manager Devich discuss youth commissioner interviews and commented on the Richfield Police Department and community-oriented policing.

Item #13  CLAIMS AND PAYROLLS

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

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<th>U.S. Bank</th>
<th>08/22/17</th>
</tr>
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<tr>
<td>A/P Checks: 261297 - 261669</td>
<td>$ 1,327,396.31</td>
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<tr>
<td>Payroll: 129758 – 130127 ; 42779</td>
<td>$ 652,507.01</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 1,979,903.32</td>
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</table>
U.S. Bank 09/12/17
A/P Checks: 261670 - 262138 $ 1,701,404.62
Payroll: 130128 – 130844 ; 42780 1,272,541.47
TOTAL $ 2,973,946.09

Motion carried 5-0.

OPEN FORUM

None.

Item #14 ADJOURNMENT

The City Council Meeting was adjourned by unanimous consent at 8:54 p.m.

Date Approved: September 26, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution supporting the Richfield Public Schools 2017 levy referendums.

EXECUTIVE SUMMARY:
At the September 12, 2017, City Council meeting Steve Unowsky, Richfield Public Schools Superintendent, and Tina Lavin, Chair of Richfield Citizens for a Quality Community, addressed the City Council regarding the upcoming school district referendums election to be held on November 7, 2017. Following the presentation, the City Council asked staff to draft a resolution of support for consideration at an upcoming Council meeting.

RECOMMENDED ACTION:
By motion: Approve a resolution supporting the Richfield Public Schools 2017 levy referendums.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • Contained in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • The City Council has previously adopted resolutions of support for other school referendum questions.
   • The resolution is the formal process to offer such support.

C. CRITICAL TIMING ISSUES:
   • This item should be considered at the September 26 Council meeting so there is ample time to assure that the community is aware of the City Council’s position on this matter, prior to the November 7 election.

D. FINANCIAL IMPACT:
   • There is no direct financial impact to the City regarding the adoption of this resolution.
   • The passage or defeat of the referendums would have a financial impact on the school district as well as properties in the city.
E. **LEGAL CONSIDERATION:**
   - The City Council has the legal authority to adopt such a resolution if it chooses to do so.

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

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

**ATTACHMENTS:**

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

RESOLUTION SUPPORTING RICHFIELD PUBLIC SCHOOLS DISTRICT 280 LEVY REFERENDUMS

WHEREAS, Richfield Public Schools receive between $450 and $1,100 fewer per student operating referendum funds than neighboring districts; and

WHEREAS, Richfield Public Schools proposes to revoke a $964.60 per pupil operating levy and replace with a $1,414.60 per pupil operating levy to keep pace with neighboring districts; and

WHEREAS, Richfield Public School buildings were built in the 1950s and 1960s and there has been no voter approved capital improvements since 1995; and

WHEREAS, Richfield Public Schools proposes an $86.8 million capital bond levy to complete deferred maintenance and improvements to the buildings and grounds; and

WHEREAS, successful passage of both levy referendums will help support Richfield students, increase student achievement consistent with community expectations, increase and improve safety, security, and traffic flow, and support improvements in educational space, science labs, and common areas; and

WHEREAS, the City Council is open to and supportive of all avenues of cooperation and collaboration with the Richfield schools; and

WHEREAS, the City Council understands the importance of a strong school system in order to attract and keep families thereby assuring the future of our community.

NOW, THEREFORE, BE IT RESOLVED that the Richfield City Council supports both the increased operating levy referendum and the capital bond levy referendum on November 7, 2017, for Richfield School District 280 and encourages residents to vote yes on both ballot questions.

Adopted 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 designating the City's contribution towards health, dental, term life, and disability insurance premiums for General Services and Management employees for 2018.

EXECUTIVE SUMMARY:
The City contributes to the cost of premiums for four kinds of insurance coverages available to City employees. Full-time General Services and Management employee contributions are discussed within this staff report as well as contributions toward health insurance for part-time regular General Services employees. Other employees are covered under terms of labor agreements.

The Local Government Information Systems Association (LOGIS) group changed insurance carriers in 2017 to HealthPartners Health Insurance. As part of the 5 year contract, rate banding was introduced, along with rate caps for each of the contract years. For 2018, the City will realize a 8% increase in premiums because of our position on the rate band. Rate banding provides a spectrum of up to 5% premium increases or decreases based on each LOGIS member's claims experience. In subsequent contract years, the rates are capped at 10%, 11% and 12% respectively.

The 2018 dental rates have increased by $0.25 for employee-only coverage. The City self-insures its dental coverage. Life insurance rates will remain the same as the 2017 contract year. Long term disability will be in its third year of a three year contract with CIGNA. The rates will remain the same as the 2017 contract year.

RECOMMENDED ACTION:
By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and disability insurance premiums for General Services and Management employees for 2018.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT

HEALTH INSURANCE FOR FULL-TIME EMPLOYEES
The first type of insurance coverage available to full-time General Services and Management employees is group health coverage. The City will offer plans through HealthPartners (HP).
In 2018, the City will offer employees a choice of three HP plans, with the choice of three networks for all plans. The plans include three high deductible plans with a Health Savings Account (HSA). Employees can choose between the Open Access, Perform, and the Achieve networks. The Perform network is slightly less costly because it does not include Mayo in its in-network, and the Achieve network is up to five percent less than the other networks because it includes only HealthPartners and Park Nicollet Care Systems.

In an effort to remain flexible and keep rate increases as low as possible, LOGIS will continue to offer a four-tier system, giving employees the choice of employee only, employee plus spouse, employee plus child(ren) and family option coverage. By providing this four-tier rating system, some employees are able to benefit by choosing the employee plus spouse option or employee plus child(ren) option.

The City will continue to pay the full individual employee premium and provide an additional contribution toward dependent coverage up to a specified maximum insurance premium. The health insurance premium increase for 2018 is 8%. Staff is proposing that the City contribution increase by $60 to $1,195 per month for the employee plus spouse and employee plus child(ren) tiers and by $75 to $1,290 per month for the family coverage tier.

The 2018 monthly premium costs of the three offered health plans are dependent on the type of network selected.

Full-time employees have the option to waive health insurance coverage through the City. Employees electing to waive coverage will not receive an additional monthly stipend because of the Patient Protection and Affordable Care Act (ACA). The ACA could deem any incentive to employees to waive coverage as a violation of anti-discrimination rules.

The City’s contribution for Management and General Services employees, as a percent of premium over the past several years, is shown in Attachment 1.

HEALTH INSURANCE FOR PART-TIME REGULAR EMPLOYEES
The City will continue to contribute 75% of the single health care premium for part-time regular employees. The City will also continue to pay one-half of what it pays for full-time employees towards dependent coverage. In 2018, City contributions will increase to $597.50 per month for the employee plus spouse and employee plus child(ren) tiers and $645.00 per month for the family coverage tier. Part-time employees may opt out of health insurance altogether.

DENTAL
The second type of insurance provided to full-time General Services and Management employees is a self-funded group dental insurance. In 2017, the City contributed $59.25 per month per employee for the total cost of employee (not dependent) coverage. For 2018, the City’s contribution will increase to $59.50 per month per employee. Employees who desire family coverage must pay the full cost of such additional premium, which will be $64.50 per month for 2018 – a twenty-five cent increase from 2017. Since dental insurance is self-funded, the City establishes the dental rates from year to year internally, based upon administrative and benefit payout cost data. Analysis of the dental fund performance for the past three years indicates that a rate increase is necessary.

LIFE
The third type of insurance provided to full-time General Services and Management employees is a $35,000 term life insurance policy. The City pays the full premium for this insurance. The rate for 2018 will remain at $1.75 per month per employee.

LONG-TERM DISABILITY (LTD)
The fourth type of insurance provided, and fully-funded by the City, to all full-time employees in all employee groups is long-term disability insurance (LTD). LTD is provided through a group policy secured by the City. 2018 is the third year of a three year contract with the provider,
CIGNA. CIGNA’s 3-year rate guarantee came in at 13% under the City 2015 LTD rates. The LTD rate for 2016-2018 is 21 cents per $100 of covered payroll.

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

- The City continues to provide adequate insurance protection for the General Services and Management employee groups, which are comparable to other City employee groups, as well as employees performing similar jobs in comparable communities.
- By providing the same coverages, greater benefit equality is achieved between female classes found in General Services and Management groups and male classes found in the contracted labor units.

C. CRITICAL TIMING ISSUES:

- The City should implement the premium increases for coverage by December 1, 2017. Payroll deductions for January 2018 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 26, 2017 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin October 25, 2017.

D. FINANCIAL IMPACT:

- The funding necessary to provide for the premium contributions, as recommended, will be addressed in the 2018 Budget and within the current proposed 2018 tax levy.
- The proposed 2018 City contributions towards health insurance result in an increase to dependent health insurance by $60 per month for employee plus spouse and employee plus child(ren) coverage and by $75 per month for family coverage.
- Richfield’s contribution will remain about average with those of comparable metro cities.

E. LEGAL CONSIDERATION:

- In order to provide the requested insurance benefit changes, the City Council must approve the resolution designating the City’s contribution toward health, term life, long-term disability, and dental insurance premiums for General Services and Management employees.

ALTERNATIVE RECOMMENDATION(S):

- The Council may decide to adjust the City’s contribution to dependent health insurance by an amount other than $60 per month and $75 per month.
- The Council may take no action which would maintain the insurance premiums at the current 2017 funding level.
- Defer discussion to another date.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

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<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<tr>
<td>Attachment 1</td>
<td>Backup Material</td>
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RESOLUTION NO. _____

RESOLUTION DESIGNATING CITY’S CONTRIBUTION
TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE
PREMIUM FOR GENERAL SERVICES AND MANAGEMENT EMPLOYEES

WHEREAS, the hospital-medical/surgical group health insurance plan is available from the LOGIS Health Insurance program for City employees and their dependents; and

WHEREAS, a self-funded group dental insurance plan is available to full-time City General Services and Management employees and their dependents; and

WHEREAS, a term life and accidental death and dismemberment insurance plan is available from the Local Government Information Systems Association (LOGIS) for full-time City General Services and Management employees and their dependents; and

WHEREAS, a group long-term disability program is available to full-time City General Services and Management employees; and

WHEREAS, the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverages.

NOW, THEREFORE, BE IT RESOLVED that the City shall contribute a maximum of $1,290 per month for family health insurance to full-time employees, and in any event, said contributions shall not exceed the cost of single coverage for employees selecting that option. For all full-time General Services and Management employees, the City shall also pay the $59.50 monthly premium for the offered dental insurance plan, and the $1.75 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2018 insurance premium contribution of $1,351.25 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of $645.00 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2018.

BE IT FURTHER RESOLVED that the City shall contribute the full cost of long-term disability insurance for full-time General Services and Management employees.

BE IT FURTHER RESOLVED that the City Council shall determine the City's contribution toward insurance premiums for all organized employee groups by the adoption of the appropriate resolutions concerning labor contracts with the respective organized employee groups.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September 2017.

ATTEST:

Pat Elliott, Mayor

Elizabeth VanHoose, City Clerk
### The City's Contribution Toward Dependent Health Insurance as a Percent of Total Premium Cost

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<tr>
<th>YEAR</th>
<th>HEALTH CONTRIBUTION PLAN</th>
<th>DEPENDENT PREMIUM COST</th>
<th>CITY CONTRIBUTION MGMT./GEN. SVCS</th>
<th>CITY AVERAGE % OF PREMIUM</th>
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<td>2008</td>
<td>HealthPartners</td>
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<td>Open Access Choice</td>
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<tr>
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<td>* Employee + Spouse</td>
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<td>* Employee + Spouse</td>
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<td>* Employee + Children</td>
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<td>65%</td>
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<td>87%</td>
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ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing the refunding of the $4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A, dated January 14, 2009 with the $3,205,000 G.O. Capital Improvement Plan Refunding Bonds, Series 2017B.

EXECUTIVE SUMMARY:
The $4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A, were one of two bonds issued to facilitate the financing of the Richfield Municipal Center. The proposed Series 2017B issue includes financing to advance refund the Series 2009A bonds for interest savings.

As interest rates continue to be at low levels, Ehlers & Associates, Inc., the City’s Municipal Advisor, is recommending a bond refunding of the Series 2009A bonds to take advantage of the low interest rates and realize interest savings. This refunding is expected to reduce interest expense by approximately $326,257 over the next twelve years.

The type of refunding being presented is an Advance Crossover refunding. In an Advance Crossover refunding, bonds are issued in advance of a specified call date. The proceeds of the refunding issue are invested in government securities and held in escrow. The money in the escrow is used to pay interest on the new issue until the call date. At the call date, the remaining funds in the escrow are then used to redeem/call the old bonds. At this time, the City “crosses over” and begins to make the payments on the new, refunding bonds.

Accordingly, the Series 2017B bonds are being issued to provide funds sufficient for an advance crossover refunding on February 1, 2019. The par amount of the Series 2009A to be called on the call date will be $2,950,000.

RECOMMENDED ACTION:
By motion: Approve a resolution providing for the sale of General Obligation Capital Improvement Refunding Bonds, Series 2017B.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   None

C. **CRITICAL TIMING ISSUES:**
   - The sale of the refunding bonds at this time will allow the City to take advantage of the low interest rates and realize interest savings.

D. **FINANCIAL IMPACT:**
   - On the basis of Ehlers & Associates, Inc. review, it appears that the current interest rate climate makes it feasible to refund the Series 2009A bonds.
   - The current outstanding principal balance of the Series 2009A bonds is $3,375,000. The City will continue to make principal and interest payments up to and on the crossover date.
   - The $3,205,000 G.O. Capital Improvement Plan Refunding Bonds, Series 2017B, are being issued to provide funds for an advance crossover refunding of the City’s G.O. Capital Improvement Plan Bonds, Series 2009A on February 1, 2019. The par amount of the Series 2009A bonds at that date will total $2,950,000.
   - It is estimated that this refunding under current rates would reduce the debt service costs of paying this debt by an estimated $326,257.
   - The net present value benefit of the refunding is estimated to be $288,034, equal to 9.764% of the refunded principal.
   - The bonds are being issued for a 12-year term; this does not extend the term of the original issue.

E. **LEGAL CONSIDERATION:**
   - Legal Counsel has reviewed the pre-sale report and the resolution.

**ALTERNATIVE RECOMMENDATION(S):**
   - Disregard the current refunding option, continue to retire the bonded debt as presently scheduled, and forego the projected savings.

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tr>
<td>Resolution Providing for the Sale of $3,205,000 G.O. Capital Improvement Refunding Bonds</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
Resolution No. ____________

Resolution Providing for the Sale of $3,205,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B

A. WHEREAS, the City Council of the City of Richfield, Minnesota has heretofore determined that it is necessary and expedient to issue the City's $3,205,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B (the "Bonds"), to advance refund the Series 2009A Bonds for interest savings; and

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

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

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

2. Meeting; Proposal Opening. The City Council shall meet at 7:00 PM on November 14, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.

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

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September, 2017.

________________________________
Pat Elliott, Mayor

ATTEST:

________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution approving deferral of special assessments against an owner occupied property.

EXECUTIVE SUMMARY:
Under Minnesota law, cities are authorized to defer the payment of special assessments for any homestead property that meet certain requirements.

The City Council most recently approved an updated policy for the deferment of special assessments at the September 12, 2017, City Council meeting.

One application for deferment of special assessments has been received. The property, 6520 15th Avenue, meets the requirements as outlined in the City policy. The amount of the proposed deferred assessment is $429.10.

RECOMMENDED ACTION:
By motion: Approve a resolution approving eligible deferral of special assessments against owner occupied homestead properties in hardship cases for qualifying owners.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • None
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Resolution No. 11385, approved by the City Council on September 12, 2017, authorizes the City to approve requests for the deferment of special assessments upon homestead properties owned by persons 65 years of age or older or by persons of permanent total disability, or for members of the Minnesota National Guard or other military reserves, for whom it would be a hardship to pay such special assessments.
   • One application for deferral of payment of special assessments has been received. The request is for 2016 tree removal assessment, payable 2018, in the amount of $429.10.
   • Staff has determined that the applicant is eligible according to the provisions contained in Resolution No. 11385 dated September 12, 2017.
C. **CRITICAL TIMING ISSUES:**
   - None

D. **FINANCIAL IMPACT:**
   - The amount of the special assessment to be deferred is $429.10.

E. **LEGAL CONSIDERATION:**
   - None

**ALTERNATIVE RECOMMENDATION(S):**
   - Do not approve the resolution deferring the special assessment. However, this may cause severe financial hardship for the applicant.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   None

**ATTACHMENTS:**

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<tr>
<th>Description</th>
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<tr>
<td>Resolution for Deferral of Special Assessments</td>
<td>Resolution Letter</td>
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</table>
RESOLUTION NO.
RESOLUTION APPROVING ELIGIBLE DEFERRAL
OF SPECIAL ASSESSMENTS AGAINST OWNER OCCUPIED
HOMESTEAD PROPERTIES IN HARDSHIP CASES FOR QUALIFYING OWNERS

WHEREAS, Resolution No. 11385 was passed by the City Council on September 12, 2017, establishing procedures for deferment of special assessments against owner occupied homestead properties of persons 65 years of age or older and persons permanently and totally disabled, and, owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service for whom it would be a hardship to make payments;

WHEREAS, application for deferral of payment of special assessments have been made on forms prescribed by the county auditor and the homeowner has furnished the city the necessary information for determining eligibility in compliance with Minnesota Statutes, Section 435.193 to 435.195.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the following owner-occupied property be approved for deferral of special assessments as listed below:

<table>
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<tr>
<th>PROPERTY ID</th>
<th>AMOUNT</th>
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<tr>
<td>26-028-24-13-0080</td>
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1. Such deferral of payment of special assessments shall terminate and all amounts accumulated, plus applicable interest, shall become due upon the occurrence of any of the following events:

   (a) death of the owner, provided that the surviving spouses is not eligible for the benefits hereunder;
   (b) the sale, transfer or subdivision of the property or any part thereof;
   (c) if the property should for any reason lose its homestead status; or
   (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payment.

2. That the City Clerk is hereby authorized to certify a copy of this resolution to the County Auditor of Hennepin County, Minnesota.

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 authorizing the issuance of special permits for extended liquor sales hours during Super Bowl 2018.

EXECUTIVE SUMMARY:
The 2017 Minnesota Legislature authorized liquor licensing jurisdictions to issue special permits for the service of alcohol by on-sale establishments, with certain limitations, associated with the 2018 Super Bowl. Participation by liquor establishments is voluntary. If authorized, the extended hours would allow for liquor sales until 4:00 a.m. each day during the period starting at 12:00 p.m. on Friday, February 2, 2018 through 4:00 a.m. on Monday, February 5, 2018.

RECOMMENDED ACTION:
By motion: Approve a resolution authorizing the issuance of special permits for extended liquor sales hours during Super Bowl 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • For cities hosting larger sporting events, it's becoming common practice to issue special permits for extended liquor sales hours. Two recent examples include Houston, Texas when they hosted the 2017 Super Bowl and Atlanta, Georgia for their NFC Championship win in 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Chapter XII, Section 1202.21, Subd. 2 states no sale of alcoholic beverages may be made between the hours of 2:00 a.m. and 8:00 a.m. on Sunday; and between the hours of 2:00 a.m. and 8:00 a.m. on Monday - Saturday.
   • Passing this resolution would allow for an additional two hours of liquor sales hours during the specified dates.

C. CRITICAL TIMING ISSUES:
   • Licensees seeking a special permit will need to apply and submit special permit fees to the City Clerk by 3:00 p.m. on January 31, 2018.

D. FINANCIAL IMPACT:
The fee for the special permit issued under this resolution is $250.00. It's uncertain how many businesses would apply. The potential revenue if all applicable businesses applied would be roughly $3,500.00

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the resolution and has approved of it and its contents.

**ALTERNATIVE RECOMMENDATION(S):**
   - The City Council could decide to deny the resolution allowing for expanded liquor sales hours permits for Super Bowl 2018, sending NFL fans to neighboring communities to celebrate in establishments that may remain open later than 2:00 a.m.
   - The City of Bloomington will also be seeking approval for expanded sales hours.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   None

**ATTACHMENTS:**

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

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL PERMITS FOR EXTENDED LIQUOR SALES HOURS DURING SUPERBOWL

WHEREAS, the Minnesota Legislature, in 2017 Laws, 1st Special Session, Chapter 1, Article 11, Section 19, authorized liquor licensing jurisdictions to issue special permits for the service of alcohol until 4 a.m., with certain limitations, associated with the 2018 Super Bowl; and

WHEREAS, the City Council determines that exercising such authority to temporarily allow extended sales hours as part of the 2018 Super Bowl event is in the best interests of the City.

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

1. Authorization to Issue. The Director of Public Safety, or his designee, is authorized to issue special permits to those businesses within the City that hold an on-sale intoxicating liquor license or 3.2 malt liquor license (“Licensees”) in accordance with this Resolution. The Director of Public Safety, or his designee, is authorized to develop the application form and special permit form to implement this authorization. Licensees seeking a special permit shall submit a complete application and permit fee, as established herein, to the City’s Business Licensing Division prior to 3:00 p.m. on January 31, 2018.

2. Extended Hours. Licensees issued a special permit pursuant to this Resolution may extend hours of sale until 4:00 a.m. each day during the period from 12:00 p.m. on February 2, 2018 through 4:00 a.m. on February 5, 2018.

3. Permit Fee. The fee for a special permit issued under this Resolution is $250.

4. Expiration. All special permits issued under this Resolution expire at 4:01 a.m. on February 5, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this _____ day of ______________, 2017.

________________________________________
Pat Elliott, Mayor

ATTEST:

________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 12, 2017, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

EXECUTIVE SUMMARY:
On September 7, 2017, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 12, 2017. The event will take place from 6:30 p.m. to 9:00 p.m. in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

The request is to serve wine, craft beer and spirits. They will have approximately 20 different wine, craft beer vendors, and spirits vendors. They will also offer desserts served by Cranky's Ice Cream and appetizers, water, and coffee served by Houlihan's.

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

The City Council has previously granted this license in conjunction with this event.

RECOMMENDED ACTION:
By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for Richfield Foundation's Wine Tasting event, to take place on Thursday, October 12, 2017, in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fees have been received.
  - Proof of liquor liability insurance has been provided showing Scottsdale Insurance Company affording the coverage.
  - The Richfield Foundation has contacted food sanitarians from the City of Bloomington to
ensure 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:**
   - The Richfield Foundation Wine Tasting event takes place on Thursday, October 12, 2017, so approval by the City Council is required at the regular meeting on September 26, 2017.

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

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

**ALTERNATIVE RECOMMENDATION(S):**
   - The Council could deny the approval of the Temporary On Sale Intoxicating Liquor license for the Richfield Foundation. This would mean the applicant would not be able to serve alcohol at their Wine Tasting event; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
A representative of the Richfield Foundation will be present.
ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the 2017-2018 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bioterrorism and the development of a response system.

EXECUTIVE SUMMARY:

The City of Richfield has had a public health emergency preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield’s behalf for fourteen years. This is Richfield’s 2017-2018 contractual agreement with Bloomington that requires City Council approval.

The City of Richfield will receive $48,783 for the grant cycle which runs from July 1, 2017 to June 30, 2018. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of $36,783 with a second amount of $12,000 being passed through directly to Bloomington to meet the Cities Readiness Initiative (CRI), which is intended to be used metro wide to regionally fund public health emergency preparedness planning, exercise, training and activities. A remaining amount of $3,000 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

RECOMMENDED ACTION:

By motion: Approve the 2017-2018 contract with the City of Bloomington, using federal grant funds, to provide services in the area of public health emergency preparedness/bioterrorism and the development of a response system.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The State of Minnesota has received funds from the federal government (Centers for Disease Control) to be used in developing agencies’ public health emergency preparedness/response to Bioterrorism or a large public health disease outbreak. This is part of a nationwide effort to respond to serious public health emergencies. There are specific requirements in the grant in the areas of coordination, assessment, planning and exercise, response surveillance, Health Alert Network, risk communication training and providing services and activities to improve the mass
dispensing of medicines and medical supplies through the Cities Readiness Initiative.
- Richfield continues to pool these federal grant dollars with Bloomington and Edina with a portion of these funds used to support a Public Health Emergency Response Coordinator for the three cities. Nick Kelley, Public Health Emergency Preparedness Coordinator, is representing the Tri-City area (Bloomington, Edina, Richfield) and has been regularly meeting with Richfield and Edina staff to plan and develop the requirements of the grant funds.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- The City of Richfield became a Local Public Health agency in 1977, which makes the City eligible to receive these grant funds to use for the development of a public health emergency response system specific to Richfield and its needs.

C. CRITICAL TIMING ISSUES:
- These funds are part of a nationwide effort by the Federal government to respond to serious public health emergencies, to include threats of Bioterrorism.

D. FINANCIAL IMPACT:
- Funds being used are those given to Richfield as a Local Public Health agency, from the federal government, to develop a system responding to public health emergency preparedness and Bioterrorism threats.

E. LEGAL CONSIDERATION:
- The City must comply with the requirements of the grant in order to receive grant funds.
- The City Attorney has reviewed the contents of the contract and has approved it.

ALTERNATIVE RECOMMENDATION(S):
- The City Council could decide not to approve the contract with the City of Bloomington for the services of a Public Health Emergency Preparedness Coordinator in developing a public health emergency preparedness/Bioterrorism plan. This would mean that the City would have to hire a staff person to assume some of the grant's responsibilities, which cannot be met with current City staffing levels and would result in a significant budget increase.

PRINCIPAL PARTIES EXPECTED AT MEETING:
N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018 Emergency Preparedness/CRI contract</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA
FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM

THIS AGREEMENT is made this _______ day of ____________________, 2017, between the City of Bloomington, acting through its Public Health Division, a Minnesota municipal corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington"), and the City of Richfield, a Minnesota municipal corporation, located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield").

WITNESSETH:

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

WHEREAS, Bloomington's Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious diseases, and other threats to public health including, but not limited to coordination, assessment, planning and exercise, response, surveillance, Health Alert Network (HAN), and training (hereinafter referred to as “PH Emergency Preparedness Services”); and provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative (hereinafter referred to as “CRI Duties”); and

WHEREAS, Richfield wishes to promote, support, and maintain the health of its residents by providing public health emergency preparedness, and CRI planning activities, and to contract with Bloomington, through its Division of Public Health, to provide such services to residents of Richfield.
NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

A. The term of this Agreement shall be from July 1, 2017, to June 30, 2018, subject to termination as provided in Article VI.

II. DUTIES OF BLOOMINGTON

A. Bloomington shall provide residents of Richfield with the PH Emergency Preparedness Services as further described in Exhibit A, which is incorporated by reference.

B. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all health service personnel who render PH Emergency Preparedness Services and CRI Duties under this Agreement.

C. Bloomington will communicate with Richfield relative to PH Emergency Preparedness Services and CRI Duties to be performed hereunder by Bloomington, such communication to be in the form of reports, conferences, or consultations, as Richfield requests.

D. At Richfield’s request, and not more than two (2) times during the term of this Agreement, responsible administrative officers from Bloomington shall attend meetings of the Richfield City Council or appropriate board or commission to answer questions and give further information relative to the activities performed and PH Emergency Preparedness Services and CRI Duties rendered under this Agreement.

E. Bloomington shall submit invoices to Richfield for services provided as outlined in Exhibit B, which is incorporated by reference.

III. DUTIES OF RICHFIELD

A. Richfield shall pay to Bloomington the total not-to-exceed amount of FORTY
EIGHT THOUSAND SEVEN HUNDRED EIGHTY THREE AND NO/100 DOLLARS ($48,783.00) during the term of this Agreement as further described in Exhibit B, which is incorporated by reference.

IV. DUTIES OF THE PARTIES

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

1. Commercial General Liability Insurance in the amount of at least $1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as $1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least $2,000,000.

2. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party’s expense and at no additional cost to the other party.

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

C. To the extent allowed by law, the parties shall defend, indemnify and hold each other and their guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors harmless from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the other’s (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting
therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of the acting party, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

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

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

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

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

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

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

V. GENERAL PROVISIONS

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

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

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

D. **Mediation.** The parties agree to submit all claims, disputes and other matters in
question between the parties arising out of or relating to this Agreement to mediation conducted
through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota
55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable
remedies and may commence such action prior to the expiration of the applicable statute of
E. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

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

VI. **TERMINATION**

Either party may terminate this Agreement for any reason upon giving thirty (30) days' advanced written notice to the other party.

In the event of termination,

1. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington’s invoice.

2. The parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

3. The provisions of Article IV and V shall continue and survive termination.

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BLOOMINGTON, MINNESOTA

DATED: ___________________________  BY: ___________________________

Its Mayor

DATED: ___________________________  BY: ___________________________

Its City Manager

Reviewed and approved by the City Attorney.

______________________________
City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: ___________________________

BY: ___________________________

Its Mayor

DATED: ___________________________

BY: ___________________________

Its City Manager
PH Emergency Preparedness Services

In collaboration with Richfield, Bloomington will develop a work plan to address these tasks:

**Exhibit A: 1701-01 BP1 CHB and Tribal Health Duties (July 1, 2017 – June 30, 2018)**

**All CHBs and THDs complete these Recurring Duties:**
- [ ] Work Plan with detailed, specific Planned Activities, no later than August 18, 2017 (this is submitted to MDH through their SharePoint page)
- [ ] MYTEP (Multi-year training and exercise plan) (2018 – 2020), due November 30, 2017
- [ ] Mid-Year Report, due December 29, 2017
- [ ] End of Year Report, due July 6, 2018
- [ ] Update and maintain accounts in IMATS (CDC’s Inventory Management and Tracking System), MN Responds, MN.TRAIN, MNTrac (if applicable)
  
  [These three systems are tools MDH uses to manage MRC volunteers (MN Responds), training of staff and volunteers (MN.Train) and track hospital and EMS surge capacity (MNTrac)]
- [ ] Sign up for new emergency preparedness directory (replaces the workspace directory)
- [ ] Update POD (point of distribution for medical countermeasures) information in IMATS at Mid-Year and End of Year. (Training on MNTrain Course ID #1057771 and other IMATS docs from BP5)
- [ ] Staff maintain appropriate NIMS training based on their role(s), using PHEP Capability 3 (page 30) as a guide.
- [ ] Maintain Health Care Coalition (HCC) membership and representation on Health Care Coalition steering/advisory committees and report back to CHB/LHD/THD Directors and Emergency Preparedness Coordinators on actions, information, and other important items.
- [ ] Respond to HANs (Health Alerts Network) from MDH, alerts (1 hour) and advisories (24 hours)
- [ ] Report response rates twice a year for HANs sent to hospitals and clinics. Report averages for all HANs (Report on the HAN tab)
  
  **Mid-Year Report timeframe:** July 1 – December 15. **End of Year Report timeframe:** December 16 – June 30 2018.
  
  (No AAR-IPs required) (After Action Report-Improvement Plan). This is a PPMRS Measure. (PPMRS is system MDH tracks CHB’s performance with as required by MN 145A)
- [ ] Test Volunteer Notification by conducting a call down drill, based on LHD’s/CHB’s choice of scenario and complete and submit a Drill AAR-IP.
- [ ] After Action Reports, Improvement Plans, and Corrective Actions.
  
  - [ ] Write AAR-IPs for exercises and significant incidents/events. Submit within 90 days of the exercise/incident/event to
    
    [health.phep@state.mn.us](mailto:health.phep@state.mn.us)
  - [ ] Continue to document status or completion of corrective actions. Retain AAR-IP documents for planning purposes, tracking progress on improvement plans and corrective actions and to use to show demonstration of a capability, function or priority resource element.
- [ ] Attend MDH-sponsored preparedness trainings when offered and appropriate to CHB/LHD/THD Work Plan.
- [ ] Address the unique needs of at-risk populations in your plans, exercises and responses. For exercises, you should have at least one inject that addresses access and functional needs of at-risk populations.

A-1
### Base Duties

*These duties support a statewide level of preparedness*

<table>
<thead>
<tr>
<th>Grant Duty &amp; Priority Resource Elements</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Domain 1: Community Resilience</strong></td>
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<tr>
<td>Capability 1: Community Preparedness</td>
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<tr>
<td><strong>1.1 B</strong> CHBs/THDs engage with faith-based and cultural organizations to build relationships, provide preparedness planning guidance, and identify opportunities for volunteer involvement or other ways to support local and tribal health departments in preparedness and response.</td>
<td>Work with additional groups to learn about capabilities and resources in order to identify opportunities that support preparedness and response work. Activities could include joint planning, sharing of response guidance and plans, or identifying access and functional needs.</td>
<td>You are not expected to engage with every faith-based and cultural organizations in your jurisdiction. Specific guidance will be provided about definitions of community engagement and types of activities that constitute reportable activities that will fulfill the grant duty.</td>
<td>Could have regional components (such as material development), but should have individual CHB reporting. <em>Work plans should reflect individual CHB work</em></td>
</tr>
<tr>
<td><strong>1.2 B</strong> Conduct and report on updated jurisdictional risk assessment (JRA), or indicate date next JRA will occur (ensure that public health, health care and mental/behavioral health issues are addressed).</td>
<td>Knowledge of current risks provides good information for prioritizing work. Participating in joint JRAs provides opportunities for joint identification of public health roles.</td>
<td>Work with Emergency Manager on timeline. JRA will need to be completed at least once during the 5 year project period, per federal guidance.</td>
<td>Could be conducted regionally if it engages CHB/THD partners.</td>
</tr>
<tr>
<td>Grant Duty &amp; Priority Resource Elements</td>
<td>Intent</td>
<td>Scope</td>
<td>Regional Approach</td>
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<tr>
<td><strong>Domain 2: Incident Management</strong></td>
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<td>Capability 3: Emergency Operations Coordination</td>
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<tr>
<td>3.1 B.</td>
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</table>
| Conduct a public health developed and lead exercise (functional or full-scale) at the LHD/THD level that activates and assembles the Incident Command and General staff to include a review or demonstration of each activated role’s job action sheets (JAS). The exercise must include how access and functional needs of at-risk populations will be addressed within ICS planning. | *Domain 2 Incident Management is a statewide priority for BP 1.*  
LHDs/THDs will increase ability to respond to public health emergencies; Public Health leadership staff with Incident Command roles will understand their roles during a response; the needs of people with access and functional needs of at-risk populations will be exercised. | EACH LHD/THD must conduct this incident command exercise at their agency.  
At least one objective must address the needs of people with access and functional needs.  
The federal guidance for this project period requires planning and exercising for the whole population, including those with access and functional needs. | The same exercise could be used and could be ‘played’ on the same day, but has to occur within each LHD/THD. And each LHD/THD needs to complete an AAR-IP. |
| 3.2 B. Capability 3 Plans / Elements – LHDs/THDs will identify and document procedures, guidelines and/or plans based on an MDH provided list of priority resource elements. | *Domain 2 Incident Management is a statewide priority for BP 1.*  
Incident Management is a part of every response, and therefore is a high priority.  
This duty doesn’t focus on a specific plan because these priority resource elements may be located in different locations/plans (e.g., agency, jurisdiction, etc.). | LHDs/THDs are not asked to write additional plans, but need to document where in their plans the priority elements are addressed. However, if the priority elements are not documented in existing plans, then plans need to be revised to include the required elements.  
Optional elements are not required. | Cannot be completed regionally, although plan templates could be created regionally and shared. |
<table>
<thead>
<tr>
<th>Grant Duty &amp; Priority Resource Elements</th>
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<th>Regional Approach</th>
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<tbody>
<tr>
<td><strong>Domain 4: Countermeasures and Mitigation</strong></td>
<td>Capability 8: Medical Countermeasures</td>
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<tr>
<td><strong>8.1 B.</strong> By September 30, 2017, CHBs/THDs will attend a Medical Countermeasures webinar:</td>
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<tr>
<td>a. to learn about the new anthrax protocol and</td>
<td>New Anthrax Protocol: The new anthrax protocol has been approved for release by the MDH Medical Director, and supersedes all previous versions.</td>
<td>For BP1, jurisdictions must familiarize themselves with the new anthrax protocol.</td>
<td>Cannot be completed regionally.</td>
</tr>
<tr>
<td>b. be oriented to Closed POD (CPOD) guidance, new tools and templates.</td>
<td>CPOD Orientation: The orientation will explain intent and scope of new CPOD enrollment template and planning tool, and answer any questions CHBs/THDs may have.</td>
<td>An introduction to the new CPOD materials.</td>
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<tr>
<td><em>Dates:</em></td>
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<td>The HPP program encourages health care coalitions (HCCs) to promote CPOD planning by end of BP1. MDH is not requiring all CHBs/THDs to engage in CPOD planning in BP1, but wanted to share the information with CHBs/THDs in case they get questions from partners.</td>
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<td>July 12 from 2:00 – 3:00</td>
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<tr>
<td>July 17 from 9:00 – 10:00</td>
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<tr>
<td><em>Register in MNTRAIN</em></td>
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<tr>
<td>Course ID 1069979</td>
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<td><a href="https://mn.train.org">https://mn.train.org</a></td>
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<tr>
<td><strong>8.2 B.</strong> CHBs/THDs will insert the new anthrax protocol into existing mass dispensing plans (a full update of plans is a future duty).</td>
<td>Only replace outdated dispensing algorithms and/or screening form(s) in existing plans – do not revise entire plan.</td>
<td>CHBs are not required to update mass dispensing plans. New guidance is in development. Medical countermeasures will be a priority focus area in BP2.</td>
<td>Cannot be completed regionally.</td>
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<td></td>
<td><em>Note: The new protocol does not include a household screening form because it is under development.</em></td>
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<tr>
<td>Grant Duty &amp; Priority Resource Elements</td>
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<tr>
<td><strong>Domain 5: Surge Management</strong></td>
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<tr>
<td>Capability 15: Volunteer Management</td>
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<tr>
<td><strong>15.1 B.</strong> CHBs/THDs will communicate with volunteers at least twice a year. <em>Call-down drills do not qualify as communication in the context of this grant duty.</em></td>
<td>This is intended to help MN Responds administrators keep volunteers engaged and retained in the system.</td>
<td>This applies to work with volunteers using PHEP funds.</td>
<td>Could be completed regionally.</td>
</tr>
<tr>
<td><strong>15.2 B.</strong> At least one person from each CHB (and THDs as appropriate) must attend a MDH-sponsored webinar on all aspects of volunteer management, including recruitment, retention, deployment and demobilization.</td>
<td>All grantees should be aware of the concepts and components of the benefits, challenges and potential issues associated with volunteer management during a response.</td>
<td>The grant duty is satisfied by attending the training.</td>
<td>Cannot be completed regionally.</td>
</tr>
</tbody>
</table>
X, Y, Z Elective Duties Based on Priority Resource Elements

*Domain and Capability-based*

**Each level needs to choose:**

X = 1 The City of Richfield needed to choose one grant duty to meet this requirement. That grant duty is listed below.
Y = 3
Z = 5

**X, Y, Z Elective Duties Based on Priority Resource Elements** (jurisdictional priorities and threats)

<table>
<thead>
<tr>
<th>Grant Duty &amp; Priority Resource Elements</th>
<th>Intent</th>
<th>Scope</th>
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<tr>
<td><strong>Domain 4: Countermeasures and Mitigation</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Capability 8: Medical Countermeasures – F1, F3</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>8.1 E.</strong> CHBs/THDs re-engage with “on hold” Closed POD (CPOD) plans or develop new CPOD plans within their jurisdiction. Report on CPOD agreements (current and new). Identify up to 3-5 barriers to future CPOD outreach.</td>
<td>Pursue new CPOD partnerships or reengage with those CPOD partners who may have been “on hold” for a while. Tally the number of CPODs partnerships added (vs. starting number). Identify any gaps to successful addition of CPOD enrollees.</td>
<td>Revised guidance, tools and templates will be provided by MDH.</td>
<td>Regional work is unlikely, but there may be some instances where regional CPOD plans are needed.</td>
</tr>
</tbody>
</table>
Exhibit B
Payment

A. Richfield shall pay to Bloomington the total not-to-exceed amount of FORTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY THREE AND NO/100 DOLLARS ($48,783.00) during the term of this Agreement for services outlined below:

1. THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY THREE AND NO/100 DOLLARS ($36,783.00) for PH Emergency Preparedness Services; and
2. TWELVE THOUSAND AND NO/100 DOLLARS ($12,000.00) for CRI Duties.

B. The amounts above will be paid according to the following terms:

1. Bloomington shall bill Richfield for PH Emergency Preparedness Services identified on Exhibit A as follows:

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Contract Execution</td>
<td>$12,196</td>
</tr>
<tr>
<td>December 1, 2017</td>
<td>$12,196</td>
</tr>
<tr>
<td>March 1, 2018</td>
<td>$12,196</td>
</tr>
<tr>
<td>June 1, 2018</td>
<td>$12,196</td>
</tr>
</tbody>
</table>

2. Payment shall be made within fifteen (15) days of receipt by Richfield of Bloomington’s invoice.
3. In the event Richfield desires to inspect the financial books and records of Bloomington related to the providing of PH Emergency Preparedness Services and CRI Duties by Bloomington, Bloomington shall make its financial books and records available at the Bloomington City Hall for inspection and copying by Richfield, or any agent, employee, or representative of Richfield, upon reasonable request during business hours.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for youth sports equipment in the amount of $3,158 and to authorize the Recreation Services Director to execute the associated grant agreement.

EXECUTIVE SUMMARY:
Richfield Recreation and Richfield Baseball, Inc. (RBI) were awarded a Hennepin County Youth Sports Equipment grant in the amount of $3,158.00 to purchase a portable synthetic 10-inch pitching mound and batting cage netting (2) for use at Donaldson Park and Roosevelt Park. The equipment will be in use next season.

RECOMMENDED ACTION:
By motion: Approve a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County in the amount of $3,158 and to authorize the Recreation Services Director to execute the associated grant agreement.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • The Recreation Services Department has received a number of youth sports grants from Hennepin County in the past including Lincoln Athletic Complex, School District #287 soccer field and running track, Academy of Holy Angels Synthetic Turf Field, archery equipment and soccer goals.

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

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

D. FINANCIAL IMPACT:
Funding Sources for the Project Include:
- Hennepin County Youth Sports Grant $3,158
- Richfield Soccer Association $2,800
- City of Richfield $0
- Total $5,958

E. LEGAL CONSIDERATION:
- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property of more two-thirds majority of the City Council.
- The City Attorney has reviewed the agreement.

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

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hennepin County Youth Sports Grant Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Hennepin County Youth Sports Grant Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS RECEIVED BY THE CITY OF RICHFIELD-RECREATION SERVICES DEPARTMENT AND TO AUTHORIZE THE CITY TO ADMINISTER THE FUNDS IN ACCORDANCE WITH GRANT AGREEMENTS AND TERMS PRESCRIBED BY DONORS

WHEREAS, Minnesota Statute 465.03 reads in part as follows:

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

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>DONOR</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>September, 2017</td>
<td>Hennepin County</td>
<td>Pitching Mount and Batting Cage Nets</td>
<td>$3,158</td>
</tr>
</tbody>
</table>

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

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

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
AGREEMENT FOR
Portable pitching mound and batting cage netting for use at Donaldson Park and Roosevelt Park

This Agreement is between the County of Hennepin, State of Minnesota ("COUNTY"), A-2300 Government Center, Minneapolis, MN 55487, and the City of Richfield located at 7000 Niccollet Avenue, Richfield, MN 55423 ("LOCAL UNIT OF GOVERNMENT" herein "LGU").

Recitals

1. Section 473.757, subd. 2 of Minnesota Statutes authorizes Hennepin County to make grants for youth activities and youth and amateur sports within Hennepin County with certain funds collected as part of the sales tax authorized in Section 473.757, subd. 10 of Minnesota Statutes.

2. Pursuant to Hennepin County Board Resolution 09-0320R3, Hennepin County created the Hennepin Youth Sports Program. The Hennepin Youth Sports Program makes grants for youth sports and activities and amateur sports within Hennepin County.

3. For 2017, as part of the Hennepin Youth Sports Program, by Resolution No. 17-0109R1, Hennepin County authorized an award of $3,158 to the LGU for Portable pitching mound and batting cage netting for use at Donaldson Park and Roosevelt Park.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

The parties agree as follows:

1. TERM

The LGU agrees to complete and provide all necessary documentation for payment for the Project described in Section 2 between January 1, 2017 and April 30, 2018.

2. PROJECT, CONTRIBUTION, USE OF FUNDS, MARKETING AND REPORTING

The LGU shall be responsible for construction of the “Project” in accordance with the application submitted by the LGU to the Minnesota Amateur Sports Commission. The LGU’s “Application” for the Project dated 3/28/2017 is on file with Hennepin County and this Application is incorporated into this Agreement by this reference.

Pursuant to the terms herein, the COUNTY shall contribute to the LGU an amount not to exceed $3,158. The LGU shall be solely responsible for securing all additional funds needed for completion of the Project. The LGU shall use all funds received under this Agreement for construction of the Project.
The parties shall cooperatively and collaboratively develop Project marketing including but not limited to a permanent plaque or sign, news releases, public announcements, social media, video, civic opportunities, logos and community events. The LGU shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

The LGU shall provide advance copy of the LGU’s independently developed messaging and marketing materials regarding the Project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of the Project, this grant or is otherwise contrary to COUNTY’s best interests.

Upon completion of the project, the LGU shall provide information, data, statistics and other metrics related to the project, facilities, participants and/or related activities, including but not limited to usage numbers, who is using the park, and what changes in usage were noted. This information shall be provided within one year of completion and on an annual basis for two years thereafter.

3. **PAYMENT FOR SERVICES**

Upon completion of the Project, the LGU shall submit a Certificate of Occupancy (when applicable) and/or an Affidavit of Project Completion (See Attachment A), as directed by COUNTY.

Upon COUNTY’s confirmation that the Project is complete, the LGU shall submit invoices for Project expenses with a Reimbursement Request letter in substantially the same content and character as Attachment B.

If the total cost of the completed Project is less than the amount identified by the LGU in the budget the LGU submitted for the Project, the COUNTY’s payment will be reduced based on a pro rata share of the difference between the budgeted amount and the actual amount.

Payment shall be made directly to the LGU upon the presentation of a complete claim in the manner provided by law governing the COUNTY’S payment of claims and/or invoices. Payment shall be made within forty-five (45) days from receipt of the invoice.

4. **PROFESSIONAL CREDENTIALS**

**INTENTIONALLY OMITTED**

5. **INDEPENDENT CONTRACTOR**

LGU shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of co-partners
between the parties or as constituting LGU as the agent, representative, or employee of the COUNTY for any purpose. LGU is and shall remain an independent LGU for all services performed under this Agreement. LGU shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of LGU or other persons while engaged in the performance of any work or services required by LGU will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers’ Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against LGU, its officers, agents, LGUs, or employees. LGU shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers’ Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

A. In accordance with the COUNTY’s policies against discrimination, LGU agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

LGU agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of LGU, a subcontractor hired by the LGU, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of LGU to perform any obligation under this Agreement.

Nothing in this Agreement constitutes a waiver by the LGUs of any statutory or common law defenses, immunities, or limits on liability. The LGUs cannot be required to pay on behalf of themselves and COUNTY to a third party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for COUNTY and LGUs may not be added together to determine the maximum amount of liability for LGUs.
8. **DATA PRACTICES**

LGU, its officers, agents, owners, partners, employees, volunteers and subLGUs shall 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. If LGU creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then LGU must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. LGU agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from LGU’s officers’, agents’, owners’, partners’, employees’, volunteers’, assignees’ or subLGUs’ unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. LGU agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

9. **RECORDS – AVAILABILITY/ACCESS**

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, LGU agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of LGU and involve transactions relating to this Agreement. LGU shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

10. **SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS**

A. LGU binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.

B. LGU shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by LGU, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement.
C. LGU may subcontract for the services to be performed pursuant to this contract. Permission to subcontract, however, shall under no circumstances relieve LGU of its liabilities and obligations under the Agreement. Further, LGU shall be fully responsible for the acts, omissions, and failure of its subLGUs in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subLGUs. Contracts between LGU and each subLGU shall require that the subLGU’s services be performed in accordance with the terms and conditions specified. LGU shall make contracts between LGU and subLGUs available upon request.

11. MERGER AND MODIFICATION

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

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

12. DEFAULT AND CANCELLATION

A. If LGU fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless LGU’s default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until LGU’s compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to LGU.

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

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

D. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice. If COUNTY cancels this Agreement without cause
upon thirty days written notice, COUNTY shall pay the LGU reasonable expenses incurred prior to the notice of cancellation.

E. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; DATA PRACTICES; RECORDS-availability/access; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERS.

13. CONTRACT PROCESSING AND ADMINISTRATION

The Minnesota Amateur Sports Commission ("MASC") will serve as staff liaison in the grant process administration. Responsibilities will include but not be limited to: forwarding all required grant processing documents to LGU; and forwarding appropriate documents to COUNTY for processing and/or execution (i.e., grant contract and invoice requests). MASC will serve as contact for grant administration and/or processing inquiries.

Joe Mathews, or successor, shall manage this Agreement on behalf of the COUNTY and serve as contract liaison between the COUNTY and LGU.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. LGU shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, LGU shall comply with all applicable conditions of the specific referenced or attached grant.

C. LGU certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. NOTICES

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

LGU agrees that the terms “Hennepin County” or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY.

17. **MINNESOTA LAWS GOVERN**

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

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LGU AUTHORIZATION

*LGU: City of Richfield

By: __________________________

Its: _________________________

And: _________________________

Its: _________________________

organized under:

Statutory_____ Option A_____ Option B_____ Charter_____

*LGU shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time LGU returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

COUNTY BOARD AUTHORIZATION

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by the County Attorney's Office

By: __________________________ Chair of Its County Board

ATTEST: ______________________ Deputy/Clerk of County Board

Date: _________________________

And: _________________________ Assistant/Deputy/County Administrator

Date: _________________________
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor.

EXECUTIVE SUMMARY:
Minnesota State Statute 444.075 and Chapter VII of the Richfield Code of Ordinances provides that delinquent water, sanitary sewer, and storm water charges may be certified to the County Auditor to be included in a property owner’s annual property tax bill. The City Code also authorizes a certification fee to be charged against each delinquent account. By certifying the delinquent charges to the property taxes, the City is assured of collection of the charges. The pending delinquent 2017 utility charges total $453,698.36 for 941 accounts.

RECOMMENDED ACTION:
By motion: Approve a resolution certifying unpaid water, sanitary sewer, and storm water charges to the County Auditor to be collected with the taxes on said properties.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Below is a history of certified amounts since 2011:
  - 2011 - Certification totaled $298,977.55 for 591 properties.
  - 2012 - Certification totaled $312,060.07 for 572 properties.
  - 2013 - Certification totaled $295,213.77 for 561 properties.
  - 2014 - Certification totaled $306,712.27 for 544 properties.
  - 2015 - Certification totaled $355,454.74 for 570 properties.
  - 2016 - Certification totaled $282,839.33 for 541 properties.
  - 2017 - Certification currently totals $453,698.36 for 941 properties.

- Staff expects that, as in years past, many of the now delinquent accounts will be paid before certification.
- Throughout the year, the Utilities Division bills and collects charges for water, sanitary sewer, and storm water from accounts within the City. Accounts are billed quarterly.
- A penalty of 8% is applied to unpaid balances quarterly.
The delinquent accounts must be certified to the County Auditor in order for the City to collect the charges through the property tax process.
- A $50 certification fee is added to each certified account.
- The certified amount is spread over a period of one year at the rate of 8% per annum.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- Minnesota State Statute 444.075 and Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, and storm water charges may be certified to the county auditor to be included in a property owner’s annual property tax bill.
- A First Notice of Certification to Property Taxes (attached) was mailed on August 1, 2017 to Richfield property owners with delinquent accounts.
- A second notice will be mailed on September 27, 2017 to Richfield property owners with delinquent accounts.

C. CRITICAL TIMING ISSUES:
- To prepay the delinquent amount and avoid certification, the entire past due amount must be paid by October 31, 2017, as stated in the attached Notice of Certification to Property Taxes.

D. FINANCIAL IMPACT:
- The pending delinquent 2017 utility charges are $453,698.36, compared to $426,307.72 at the same time last year.
- In 2016, the City certified $282,839.33 because property owners paid their delinquent bills prior to the October 31 deadline.

E. LEGAL CONSIDERATION:
- No legal issues are apparent at this time. The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):
- None

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>Notice of Certification</td>
<td>Backup Material</td>
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</tbody>
</table>
RESOLUTION NO. _______

RESOLUTION AUTHORIZING CERTIFICATION OF UNPAID WATER, SANITARY SEWER, AND STORM WATER CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTIES

WHEREAS, Ordinance Code 705 establishes rules, rates, and charges for sanitary sewer service in the City of Richfield and provides that all delinquent accounts for sewer and water services may be certified against the properties served, including an added certification charge; and

WHEREAS, Ordinance Code 715 establishes rules, rates, and charges for water service in the City of Richfield and provides that all delinquent accounts for water services may be certified against the properties served; and

WHEREAS, Ordinance Code 720 establishes rules, rates, and charges for storm water service in the City of Richfield; and

WHEREAS, Minnesota Statutes 444.075 provides that unpaid charges for water, sanitary sewer, and storm water services may be certified to the county auditor with taxes against the property served for collection as other taxes are collected; and

WHEREAS, the certification list has been prepared specifying the amount that shall be certified against each particular property.

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

1. There is hereby determined to be a total uncollected amount for water, sanitary sewer, and storm water service of $453,698.36.

2. That a $50 certification charge shall be levied against each delinquent account, such charges totaling $47,050.00.

3. That the above-described certification list be spread over a period of one year at the rate of 8% per annum.

4. That such amount be hereby certified to the County Auditor for collection with other taxes on said properties.

5. That a copy of the resolution shall be sent to the Hennepin County Auditor.
Adopted by the City Council of the City of Richfield, Minnesota, this 26th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
Subject: **FINAL NOTICE OF CERTIFICATION TO 2018 PROPERTY TAXES**

Dear Richfield Utility Customer:

Pursuant to Minnesota State Statutes, the City of Richfield certifies all delinquent (water, wastewater, storm water) charges to the Hennepin County annual property tax roll.

Your unpaid water utility balance is scheduled to be assessed to your 2018 Hennepin County property taxes. To prepay these delinquent charges and to avoid certification, please pay the entire past due amount by October 31, 2017. Failure to pay the entire past-due amount will result in an additional 8% interest charge and a $50.00 service fee when applied to your 2018 property taxes.

If you have recently paid your past due water bill, thank you and please disregard this notice.

Contact the Utility Billing Division at 612-861-9164 if you have any questions regarding your past-due amount or processing procedures.

*Información Importante: Si usted no entiende el contenido de esta carta, alguien tendrá que traducirla para usted. ¡Gracias!*  

Please return this portion with your payment.

Payment must be received by October 31, 2017 to avoid certification to your 2018 property taxes.  
Mail payment to: City of Richfield, Utility Payments, 6700 Portland Ave S, Richfield, MN 55423
ITEM FOR COUNCIL CONSIDERATION:
Consideration of a resolution declaring costs to be assessed for unpaid false alarm user fees against private property.

EXECUTIVE SUMMARY:
Richfield City Code and City Charter allow the City to specially assess delinquent false alarm user fees against the respective properties. State Statutes provide that the City may levy a special one year assessment for these costs.

Unpaid alarm user fees must be paid to the City within 30 days from the date of written notice by the City to the alarm user. Fees not paid within the time specified will be subject to a 10% penalty charge.

The special assessment for unpaid false alarm user fees from private properties is to recover costs incurred by the City in connection with the response by public safety to an alarm call on certain properties in the City that turns out to be false.

RECOMMENDED ACTION:
By motion: Approve a resolution declaring costs to be assessed and ordering the preparation of the proposed assessment roll for unpaid false alarm user fees against private property and setting the public hearing date for October 24, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - None

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Richfield City Code section 915.07 Subd. 3 and chapter 8.02 of the City Charter allows the City to specially assess delinquent false alarm user fees against the respective properties.
   - Minnesota State Statutes provide that the City may levy a special one-year assessment for these costs.
   - Notice of the certification will be published in the Richfield Sun Current October 5, 2017.

C. CRITICAL TIMING ISSUES:
D. **FINANCIAL IMPACT:**
   - A 10% penalty charge is applied to all properties which have not paid within the time specified.
   - The proposed special assessment for unpaid false alarm user fees from private property is $1,760.00 with an additional 5% interest charge on the assessment.
   - The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment, scheduled for October 24, 2017. If the original principal amount is not paid, the assessment will be charged 5% interest.

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.

**ALTERNATIVE RECOMMENDATION(S):**
- Do not approve the resolution and have the costs absorbed by the City.

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution To Declare Costs for False Alarms</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
RESOLUTION NO.
RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY.

WHEREAS, costs have been determined for unpaid false alarm fees from private properties in the City of Richfield in the amount of $1,760.00.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Property ID Number</th>
<th>False Alarm Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1708 66th Street E</td>
<td>26-028-24-14-0130</td>
<td>110.00</td>
</tr>
<tr>
<td>1732 66th Street E,</td>
<td>26-028-24-14-0130</td>
<td>110.00</td>
</tr>
<tr>
<td>28 66th Street W</td>
<td>27-028-24-24-0061</td>
<td>110.00</td>
</tr>
<tr>
<td>2800 66th Street W</td>
<td>29-028-24-13-0031</td>
<td>110.00</td>
</tr>
<tr>
<td>6525 Nicollet Ave</td>
<td>27-028-24-13-0116</td>
<td>330.00</td>
</tr>
<tr>
<td>6625 Lyndale Ave S</td>
<td>27-028-24-32-0137</td>
<td>220.00</td>
</tr>
<tr>
<td>7200 17th Ave S</td>
<td>35-028-24-14-0018</td>
<td>330.00</td>
</tr>
<tr>
<td>7700 Wentworth Ave</td>
<td>34-028-24-34-0054</td>
<td>110.00</td>
</tr>
<tr>
<td>7740 S 2nd Ave</td>
<td>34-028-24-43-0005</td>
<td>330.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,760.00</strong></td>
</tr>
</tbody>
</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 $1,760.00.
2. The City Clerk shall forthwith calculate the proper amount to be specially assessed for costs incurred 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 24th day of October, 2017 in the City Hall Council Chambers at 7:00 p.m., or as soon as hereafter as 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 the unpaid false alarm fee 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 unpaid false alarm fees. 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 26th day of September, 2017.

________________________________________________________
Pat Elliott, Mayor

ATTEST:

________________________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of a resolution declaring costs to be assessed for current services performed for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

EXECUTIVE SUMMARY:
Minnesota State Statutes provide that the City may levy a special one year assessment for the elimination of public health or safety hazards or the elimination of weeds from private properties.

The special assessments are based on costs incurred by the City in connection with the abatement of weeds or public health or safety hazards on certain properties in the City which are not properly maintained.

The owners of the subject properties are notified by the City to take corrective action with regard to the issue with the property. If the specific property issues were not abated within the proper time limit the City would take the corrective action necessary and bill the property owner.

In all cases, property owners will be notified that any unpaid charges or fees may be assessed against the property.

RECOMMENDED ACTION:
By motion: Approve a resolution declaring costs to be assessed and ordering the preparation of the proposed assessment roll for weed elimination from private property and removal or elimination of public health or safety hazards from private property and setting the public hearing date for October 24, 2017.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • None
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • The nuisance properties were not maintained by the owners and the City incurred costs to abate the nuisance.
• Minnesota State Statutes and Richfield City Code provide that the City may levy a special one-year assessment for these costs.
• Notice of the certification will be published in the Sun Current October 5, 2017.

C. CRITICAL TIMING ISSUES:
• None

D. FINANCIAL IMPACT:
• The proposed special assessment for the elimination of public health or safety hazards from private property is $2,017.50 with an additional 5% interest penalty.
• The proposed special assessment for weed elimination from private property is $3,780.00 with an additional 5% interest penalty.
• Costs incurred for city staff time in the cleanup of the properties or to remove the weeds are included in the special assessment amount.
• A $25.00 administrative fee is charged to all properties.
• The affected property owner may prepay the original principal amount without interest within 30 days from the date the Council adopts the assessment, scheduled for October 24, 2017. If the original principal amount is not paid, the assessment will be charged 5% interest.

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.

ALTERNATIVE RECOMMENDATION(S):
• Do not approve the resolution and have the costs absorbed by the City.

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>
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RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR WEED ELIMINATION FROM PROVATE PROPERTY AND REMOVAL OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE PROPERTY.

WHEREAS, costs have been determined for weed elimination and removal or elimination of public health or safety hazards from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered amount to $5,797.50.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Property ID Number</th>
<th>Weed Elimination</th>
<th>Public Health or Safety Hazards</th>
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<tr>
<td>1545 Fern Drive</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,780.00</strong></td>
<td><strong>$2,017.50</strong></td>
</tr>
</tbody>
</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 $5,797.50.

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 24th day of October, 2017 in the City Hall Council Chambers at 7:00 p.m., or as soon as hereafter as 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 the weed elimination and/or removal of public health or safety hazards 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 weed elimination and the removal or elimination of public health or safety hazards. 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 26th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a work proposal from Barr Engineering for stormwater infrastructure assessment services.

EXECUTIVE SUMMARY:
The City’s storm sewer system was installed in the 1970’s and has been upgraded through the years when capacity issues have been identified or during road reconstruction projects. To ensure long-term asset management of the system, staff proposes a stormwater infrastructure assessment. The stormwater infrastructure assessment will include preparation of a city wide hydraulic/hydrologic model as well as completing an infrastructure risk assessment of the stormwater conveyance system. The purpose is to assess capacity, identify areas for improvement, and aid in prioritizing storm system improvements.

RECOMMENDED ACTION:
By motion: Approve hiring Barr Engineering to provide stormwater infrastructure assessment services at a cost not to exceed $200,000.00.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Contained in the Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - A comprehensive maintenance plan for the storm sewer infrastructure is identified in the City’s Comprehensive Plan (Surface Water Management).
   - Council approval is required for expenditures over $100,000.
C. CRITICAL TIMING ISSUES:
   - None
D. FINANCIAL IMPACT:
   - The total estimated cost for the stormwater infrastructure assessment proposed work is $200,000.00 to be funded using budgeted stormwater funds.
E. LEGAL CONSIDERATION:
• The City Attorney had reviewed the contract and will be available to answer questions.

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>Service Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
September 19, 2017

Ms. Kristin Asher, Public Works Director
City of Richfield
1901 East 66th Street
Richfield, MN 55423

Re: Agreement for Engineering Services to Prepare a Citywide PCSWMM Stormwater Model, an Impervious Surface Data Set, and a Storm Sewer Failure Risk Assessment

Dear Ms. Asher:

Thank you for retaining us. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between the City of Richfield, MN (Client) and Barr Engineering Co. (Barr) regarding preparing a Citywide PCSWMM Stormwater Model, an Impervious Surface Data Set, and a Storm Sewer Failure Risk Assessment.

The scope of professional consulting services we will provide is described in Tasks 1, 2, and 4 of the attached Barr proposal letter to Mike Peterson dated July 28, 2017.

This Agreement will be effective for the duration of the services unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. The estimated schedule for the services is to be completed with Tasks 1 and 4, as described in Barr’s proposal letter to Mike Peterson, attached hereto, by December 31, 2017 and Task 2 by August 31, 2018. We will inform you of our progress by e-mail or telephone discussion approximately every two weeks.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you approximately every 4 weeks. The cost of the services will not exceed $200,000 (USD) without prior approval by you.

We understand you and Mike Peterson have the authority to direct us. We will direct communications to you or Mike Peterson at City of Richfield, 1901 East 66th Street, Richfield, MN 55423. Direction should be provided to me or Sarah Stratton at Barr Engineering Co., 4300 MarketPointe Dr., Minneapolis, MN 55435.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

Workers’ Compensation and Employers’ Liability

1. Coverage A: Per State Statute
2. Coverage B:
   - $500,000 Each Accident
   - $500,000 Disease – Policy Limit
   - $500,000 Disease – Each Employee
Commercial General Liability

1. $2,000,000 General Aggregate
2. $2,000,000 Products – Completed Operations Aggregate
3. $1,000,000 Each Occurrence
4. $1,000,000 Personal Injury

Commercial Automobile Liability

1. $1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:
1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. $10,000,000 Each Claim
   $10,000,000 Annual Aggregate
2. The Umbrella Liability shall provide excess limits over and above the Commercial General Liability, Employers’ Liability and Commercial Automobile Liability limits as stated in this article.

Professional Liability/Pollution Incident Liability

Professional Liability errors and omissions insurance including Pollution Incident Liability coverage with limits of not less than $5,000,000 Per Claim / $5,000,000 Aggregate.

Certificates of Insurance

Certificates of Insurance shall be provided upon request.

Barr and Client waive all rights against each other, their subcontractors, agents, and employees, and the other’s consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by property or casualty insurance, commercial general liability, or Builder’s Risk insurance. This waiver of subrogation shall be effective notwithstanding any duty of indemnity.
If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us.

Sincerely,

BARR ENGINEERING CO.

[Signature]

Steven M. Klein
Its Vice President

Accepted this ____________ day of ___________________, 20____

City of Richfield

By ________________________________

Its ________________________________

Attachments
   Standard Terms—Professional Services
   Barr Proposal Letter To Mike Peterson Dated July 28, 2017
Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

1.1 We will provide the professional services ("Services") described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.

1.4 [Not used]

1.5 [Not used]

1.6 [Revised] Our fees are governed by our separate agreement by letter dated 07/28/2017.

1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

2.1 You will provide access to property as required.

2.2 You will provide us with prior reports, specifications, plans, changes in plans, and information about the project which may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnished to us.

2.3 [Not used]

2.4 [Not used]

2.5 [Not used]

2.6 You agree to make disclosures required by law.

Section 3: Reports and Records

3.1 [Revised] We will retain analytical data relating to the Services as provided by law.

3.2 [Not Used].

3.3 Our reports, notes, calculations, and other documents, and our computer software and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer our reports to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.

3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, or readability of documents, software application packages, operating systems, and computer hardware.

3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

4.1 [Revised] You will pay for the Services as agreed upon by letter dated 07/28/2017.

4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.

4.4 [Not used]

4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.

4.6 [Not used]

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party’s representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.

5.2 [Not used]

5.3 [Not used]
5.4 [Not used]

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys’ fees.

5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Indemnification

6.1 Each of us will indemnify and hold harmless the other from and against demands, damages, and expenses to the comparative extent they are caused by the negligent acts, omissions, or breach of contract of the indemnifying party or of those others for whom the indemnifying party is legally responsible.

6.2 [Not used]

Section 7: Miscellaneous Provisions

7.1 [Revised] We will provide a certificate of insurance to you upon request. You will be endorsed or otherwise covered as an Additional Insured under our CGL insurance.

7.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by both of us making specific reference to the provision modified may modify it.

7.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.

7.4 [Revised] Either of us may terminate this Agreement with 30 days written notice to the other. We will receive an equitable adjustment of our compensation if our work is terminated prior to completion as well as our fees and expenses on the basis agreed upon through the effective date of termination.

7.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, religion, age, genetic information, marital status, sexual orientation, gender identity, familial status, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a protected veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship. 

End of Standard Terms
July 28, 2017

Mr. Mike Peterson
Public Works Engineer
City of Richfield
1901 East 66th Street
Richfield, MN 55423

Re: Proposal for Impervious Dataset Development, Hydrologic and Hydraulic Modeling, Water Quality Modeling, and Storm Sewer Infrastructure Risk Assessment

Dear Mr. Peterson:

Barr Engineering Co. is pleased to submit our budgetary opinion of cost for the City of Richfield to consider preparing an impervious surface data set, city-wide existing conditions hydrologic, hydraulic (H&H) and water quality models and a failure risk assessment of the City’s storm sewer infrastructure. We have provided these costs and a description of the necessary scope of work corresponding with these costs in the form of a proposal, to make it easy for you to process a work order under our current contract or a separate work order should you desire Barr to initiate any of these services. This letter presents the anticipated scope of professional services and costs commensurate with those services we would provide for your project(s), including our understanding of desires for the project(s), the proposed work tasks, and planning-level cost estimates. The scope of professional services reflects communications with city staff via in-person meetings, telephone calls and e-mail correspondence regarding the scope of work.

This proposal consists of the following four separate but related tasks:

- **Task 1**: Creating an accurate dataset for impervious areas (impervious dataset development) to be used in Tasks 2 and 3
- **Task 2**: Developing a highly detailed existing conditions hydrologic and hydraulic (H&H) model and flood inundation mapping
- **Task 3**: Developing an existing conditions water quality model
- **Task 4**: Performing a storm sewer infrastructure failure risk assessment

**1.0 Creating an Accurate Dataset for Impervious Areas (Impervious Dataset Development)**

Because estimates of the amount of impervious area in a watershed are used as input to water quality and surface water H&H models (e.g. P8, PCSWMM, etc.), it is important to make those estimates as accurate as possible. However, impervious area estimates are typically based on categorization and quantification of land-use types, and published data regarding those land-use types. This provides a first approximation of the amount of impervious area within a watershed, but fails to account for actual on-the-ground conditions.
To develop a more accurate impervious-area estimate and dataset, Barr’s GIS specialists will use available color and near-infrared imagery to create a dataset to register the areas that are vegetated. This allows an accurate but preliminary quantification of areas that are pervious (vegetated) versus those that are impervious (non-vegetated). To further refine the pervious/impervious differentiation, we will overlay mapping of buildings, road centerlines, and parcel boundaries in areas partially covered by trees. We will also overlay and examine the national wetlands inventory and public waters datasets to help filter out any false indications of impervious features. Water can have similar infrared color to pavement, so these overlaying exercises will be performed to help distinguish between the two features.

As a quality check and to confirm the accuracy of the method described above, 10 uniformly-distributed test areas the size of two to three city blocks will be manually digitized to determine the actual percentage of the test areas that are impervious. These impervious estimates will be compared with the results developed using the remote-sensing technique. Manual digitization would be expected to provide near-100% accuracy in the impervious area estimates. However, manual digitization is extremely time-consuming and prohibitively expensive for watersheds of significant size. Experience shows that the relatively low-cost GIS-based remote-sensing methods perform at an accuracy rate of 90 to 95% compared to impervious datasets developed by manual digitization methods. This accuracy is typically significantly better than an impervious dataset that is developed using published impervious percentages based on land-use types.

Though it depends on the size of the project, typically the impervious dataset development work is completed by one GIS specialist working in close coordination with a senior GIS expert who provides overall QA/QC for the process.

**Budgetary Cost for Task 1: $10,000**

### 2.0 City-Wide Existing Conditions Hydrologic and Hydraulic Modeling and Flood Inundation Mapping

It is our understanding the City’s goal of this task is to develop a detailed hydrologic and hydraulic (H&H) model for the entire City of Richfield which is approximately 4,770 acres. We also understand that the City would prefer to have its H&H model developed in one single concerted effort instead of a phased approach. Barr will leverage its familiarity with recent modeling efforts conducted for adjacent cities and Nine Mile Creek Watershed District to efficiently and accurately model flows within the City of Richfield.

Before beginning the modeling work, Barr will attend a project kickoff meeting with City staff to begin the project. At the kickoff meeting, we will confirm the scope of the work. We will also finalize a schedule compatible with the City’s expectations, discuss missing data and who will be given charge to gather the missing data, and identify milestones as necessary to maintain and monitor progress. We will work with the City to develop a process for City review of draft deliverables throughout the project. We will also complete a client service plan documenting the City’s preferred invoicing and communication practices.

The following scope of work includes developing a detailed (catch basin cluster level) H&H PCSWMM model of the city. The work tasks and deliverables listed below have been identified as major tasks associated with the H&H modeling.
2.1 Data Acquisition and Review

Barr will review GIS data and drainage system plans provided by the City of Richfield to determine locations where data may be missing or unclear. Pipes and structures that are missing data needed to develop an accurate existing conditions PCSWMM model will be documented by Barr and provided to the City in a technical memorandum. The City will determine if its staff will be able to gather the needed missing data or if it will want Barr to perform that work. The technical memorandum will also provide recommendations for filling the gaps.

data to be provided by the City:

- drainage network data in a GIS format (pipe size, shape, material, invert elevations, manhole and catchbasin rim elevations)
- drainage system plans
- stormwater pump station record drawings, pump model numbers, and operating elevations
- available stormwater BMP data including pond outlet structure details, bathymetry, infiltration basin locations and outlet structure details, and filtration basin locations and outlet details (these will be included in the PCSWMM model when they might have an influence on projected high water elevations for design events)
- GIS layer showing building/structure outlines (if available)
- additional data not listed above that may be required to develop the PCSWMM model will be provided by the City
- for the purposes of the base cost estimate, Barr assumes that the GIS data provided by the City will be at least 90% complete (i.e., missing data will be less than 10%). However, preliminary evaluation of the City’s storm sewer data shows there are significant data gaps, so we are also including an optional task for Barr to help fill in the data gaps if the City does not have time or resources to do the work. The base cost estimate also assumes that data to be used in the model will be provided at the beginning of the project (i.e., there will not be any significant updates to the existing database part way through the model development process); therefore, any work associated with filling the data gaps (performed by the City or Barr) would need to be done at the beginning of the project so that the cost of the existing conditions H&H model development is kept as low as possible.

data to be acquired by Barr:

- parcel data from Hennepin County
- 2011 LiDAR data from the Minnesota Department of Natural Resources
- Relevant watershed district and adjacent city models and associated storm sewer data to verify overland flows entering Richfield at its borders and/or connections from adjacent communities’ storm sewers to the Richfield storm sewer system. Barr has recently developed, or is currently developing, XP or PCSWMM models for all of the surrounding cities: Edina (modeling complete), Bloomington (modeling complete), South Minneapolis (in progress), and Nine Mile Creek Watershed District (modeling complete). The City may need to assist with requests for permission to use these adjacent models for this project. However, Barr does not currently have any data for the Minneapolis-Saint Paul (MSP) Airport; therefore, we may need assistance requesting data for the airport (if available).
- storm sewer data from Hennepin County for storm sewer serving county roads
storm sewer data from the Minnesota Department of Transportation (MnDOT) for storm sewer serving highways
• Hennepin County soils data

deliverables:
• list of missing or unclear data
• map of missing or unclear data
• recommendations to fill missing data provided in a technical memorandum format
• copy of pertinent storm sewer data obtained from adjacent communities (in the original format provided by the communities), if desired; will be provided at the end of the project

2.2 Boundary Conditions and Modeling Methodology
Using the data acquired under task 2.1 above, Barr will work closely with City staff to determine methods that will be used for the PCSWMM modeling. At a minimum, the methods that will be addressed as part of this task will include the following:

boundary condition definition:
• inflow hydrographs from adjacent cities’ models
• overland flows draining into and leaving study area
• all data inputs and results will be presented using the City's coordinate system (Hennepin County horizontal and either NAVD88 or NGVD29 vertical datum, whichever the City prefers)
• Barr assumes that no additional modeling will be completed outside the study area to define boundary conditions. All adjacent city and watershed district models have been updated for Atlas 14 precipitation depths and will be used "as-is".
• We also assume that simplified assumptions may need to be used to determine boundary conditions for the MSP Airport.

deliverables:
• technical memorandum outlining modeling methods and boundary conditions details (this memo will also be rolled into the final report)

2.3 PCSWMM Model Development
Barr will create a PCSWMM model of the City. Model development will follow the methods agreed upon under task 2.2 above. The model development effort will be performed using a high level of detail using the following specifications:

• one runoff node per group of catch basins (catch basin cluster) draining to a single manhole connection to the storm sewer system. We assume that that hydraulic capacity of catch basins does not need to be accounted for in the model.
• basin storage will be defined using depth/area curves at low points based on LiDAR elevation data and at stormwater storage facilities.
- all pipe segments (except catch basin connections) will be included in the PCSWMM model, recognizing that in some cases, the pipes may need to be manually entered based on survey, record drawings, or plans not reflected in GIS.
- overland flow determination
- overland flow paths will be defined so that high water elevations do not exceed spill-crest elevations for the 100-year event, and so that street overflows are reasonably defined.
- drainage area (subwatershed) delineations will be performed to a high level of detail using Spatial Analyst features of ArcMap or similar ArcMap tools in conjunction with LiDAR data. LiDAR LAS (LAS = “LASer” file or LiDAR Data Exchange File) data and building outline data files will be downloaded and used in conjunction with storm sewer pipe data to develop a hydrologically corrected elevation surface. The hydrologically corrected elevation surface will then be used to develop the “first cut” subwatershed areas. Please note that some manual delineation efforts are often needed in urban areas where roof tops, curb and gutter, and street crowns are not captured in the LiDAR data. LAS datasets are described by Esri in more detail here: [http://desktop.arcgis.com/en/arcmap/10.3/manage-data/las-dataset/what-is-a-las-dataset-.htm](http://desktop.arcgis.com/en/arcmap/10.3/manage-data/las-dataset/what-is-a-las-dataset-.htm)
- subwatersheds will be divided at municipal boundaries.
- subwatershed delineations for existing adjacent model areas will be compared to the draft subwatershed delineations developed for the City of Richfield to identify gaps or overlaps with adjacent subwatersheds.
- development of infiltration parameters will be based on the results of Task 1 (impervious data development) described above; should the City choose not to move forward with Task 1, infiltration parameters will be based on published/typical imperviousness percentages associated with land use
- stormwater BMPs such as ponds, infiltration basins, filtration basins, and underground storage facilities will be included in the PCSWMM model when they might have an influence on projected high water elevations for design events (if data is available for these).
- pump performance will be based on information provided by the City. If no information is available, Barr will estimate the pump capacity and operating elevations and list the assumptions in the supporting documentation.
- boundary conditions will be defined. In areas where incoming overland flows may occur from an adjacent watershed outside of the City, modeling beyond the area of interest may be necessary to establish a reasonable estimate of inflows (e.g., MSP Airport).

Model calibration is not included in this scope. However, if the City or another agency has flow monitoring data and/or pond/lake water level data, we may be able perform model calibration or validation at a cost to be determined outside of this scope.

**deliverables**

Deliverables for model development include the following:

- draft inundation mapping of the 2-, 10-, and 100-year, 24-hour rainfall events using Atlas 14 precipitation depths with the MSE3 rainfall distribution)
• one meeting with City staff to present the draft inundation mapping results and discuss specific areas of concern (this is a way for City staff to provide high-level QA/QC before we finalize our models and associated modeling results).

2.4 Model Reporting

Barr will develop a draft model documentation report and will provide model inputs and results to the City in a GIS-compatible format. All data will be presented using City-specified datums (Hennepin County horizontal datum and NAVD88 or NGVD29 vertical datum).

**Deliverables**

Draft versions of the deliverables will be submitted to City staff for review. After receiving and addressing comments from the City, Barr will revise the deliverables, as needed, and submit the final version to the City. Deliverables for reporting will include the following:

- draft report presenting modeling process and results (pdf format); deliverables from previous tasks will be documented in the final report or its appendices
- GIS geodatabases that include the following features:
  - high (maximum elevation) surface water depths at the surface for the two-, 10-, and 100-year design events at all ponding areas (1 meter grid feature) and nodes (point feature data set)
  - if the City has a GIS dataset showing structure outlines, Barr will identify potentially impacted structures for each design event
  - inputs and results for each modeling node (including high water elevation and surface depth) and each link for each design event; links and nodes will be related to the PCSWMM model and City GIS using unique identifiers specified by the City
  - delineated drainage areas with unique identifiers relating to model inputs
- maps of the high water inundation areas that show peak depths and structures that appear impacted (if the City has structure GIS data) for the two-, 10-, and 100-year design events; Barr will develop inundation areas using level pool mapping (i.e., water flowing down the street or overland will not be delineated)
- meeting to present draft report to City staff and discuss results
- final PCSWMM models with output files and all supporting documentation that was not originally provided by the City

Barr assumes that all deliverables will be provided in an electronic format (i.e., no hard copies are included in the cost estimate).

**Budgetary Cost for Task 2: $175,000**
2.5 Optional Associated Tasks

a) **Barr addresses missing storm sewer data:** Barr will review City-provided data (as-built drawings, GIS data, and any other available information) to fill in missing data in the City’s GIS storm sewer database. Before undertaking this task, Barr will meet with City staff to discuss and evaluate the types and format of data the City may have. Following that meeting, Barr will provide a brief scope of work and updated cost estimate for this task. Typically, the cost for this type of work would be about $9,000 for 100 hours of work and on average, it takes about 10 hours to evaluate data for 100 storm sewer pipes (but again, the number of hours is highly variably based on type of data that is missing and format of the data being reviewed). **Deliverable:** updated GIS storm sewer geodatabase. The city may wish to include a missing data budgetary cost of $50,000 for this task which we believe is conservative. This factors in costs for in-office work and some degree of field surveying. Your GIS files indicate you have 7900 pipe segments and none of the GIS files we have reviewed show pipe inverts. We suspect you may have that information in some additional database. But, if you don’t it could take a significant amount of time to collect it.

b) **Field investigation ($4,400):** field investigation can be performed to confirm watershed divides, manholes, and pipe systems (with optional participation from City staff). The cost estimate assumes two Barr staff will perform two days of field work. **Deliverable:** documentation of field investigation (e.g., field notes and photos).

c) **Screening-level catch basin capacity analysis ($4,900):** analyze and identify locations where CB capacities may limit overall system capacities; we assume that a simplified “screening-level” approach will be used to complete this analysis based on modeling results and GIS data. **Deliverable:** a GIS figure provided in a PDF format.

d) **Flood mitigation project prioritization analysis ($5,000).** Using the modeling and flood inundation mapping results, along with other available GIS data, each flood area is ranked according to weighted criteria developed by Barr with input from City staff. The ranked flood areas can help the City prioritize potential implementation of flood mitigation projects. Criteria may include, but is not limited to, number of impacted structures, depth of flooding (especially over critical roads or evacuation routes), duration of flooding, flooding of critical infrastructure (schools, fire stations, nursing homes, etc.), planned city street projects, etc. **Deliverable:** ranking spreadsheet and GIS (PDF) figure.

e) **Development of flood-risk analysis figures ($1,500 for the first set of two figures, $500 for each additional set of two figures).** Flood-risk analysis figures (see the two example figures in Attachments 1 and 2) show the annual flood risk, depicting the approximate chance of flooding (as a percentage) for any given year, and the approximate chance of flooding (also as a percentage) over the life of a typical 30-year home mortgage. The purpose of these flood-risk maps is to help both community decision makers and property owners better understand the potential flood hazard and risk within the inundation areas shown on these maps. These types of flood-risk assessments can help guide community mitigation efforts by highlighting areas where risk reduction actions may produce the highest return on investment. The cost estimate for the first set of figures reflects the cost for running additional design storm events (e.g., 1-year, 2-year, 5-year, 20-year, etc.) and creating one set of two figures for one flood area of concern (as shown in the examples). Please note there is an efficiency in scale—the design storm events could be run across the entire city at one time, so subsequent sets of figures could be done for a slightly lower
cost. Development of flood risk figures could focus on specific areas of concerns (e.g., the five flood areas in the City that impact the most structures). **Deliverable:** flood risk GIS figures provided in a PDF format.

### 3.0 Water Quality Modeling

Understanding the current level of water quality treatment within the City, as well as predicting water quality impacts of future development and redevelopment, is critical for City stormwater management planning efforts and for meeting regulatory requirements (e.g., MS4 permit).

At the beginning of this task, we will meet with the City to discuss ways City staff may want to use the results of the water quality modeling (e.g., to target BMPs? To help understand where increased maintenance might occur? To achieve a certain waste-load reduction of sediment or phosphorus?, etc.). This discussion will help us tailor the modeling effort and associated presentation of results to ensure our deliverables meet City expectations.

We will use the watershed divides created during the hydrologic and hydraulic (PCSWMM) model development (described in Section 2.0) as the basis for the P8 modeling. We will work with City staff to identify water quality best management practices (BMPs) that require additional watershed subdivides. We will use any existing models or record drawings as necessary to create stage-storage curves below the normal water elevation for stormwater ponds. We will develop rating curves for complicated pond outlets based on results from the PCSWMM model.

Following model development, we will simulate historical climate data and tabulate the projected annual removal rates of total suspended solids and total phosphorus for the modeled ponds and other BMPs. We will provide the City with a draft technical memorandum describing the model development methodology and preliminary results. We will then meet with City staff to discuss the methodology and modeling results.

We will provide the City with models and supporting documentation in the form of a technical memorandum describing the model development methodology.

This scope of work does not include model calibration. However, if the City or another agency has stormwater runoff water quality monitoring data, we may be able to perform model calibration or validation at a cost to be determined outside of this scope.

**data to be provided by the City:**

- available stormwater BMP data including pond locations and outlet structure details, infiltration basin locations and outlet structure details, and filtration basin locations and outlet details, as well as information about any underground infiltration or filtration BMPs.
- additional data not listed above that may be required to develop the P8 model will be provided by the City
- bathymetric data that has been collected from any ponds or wetlands in the City
- information from past pond or wetland dredging activities
- any available street sweeping data (frequency, routes, sweeper type, etc.)
for the purposes of the cost estimate, Barr assumes that the BMP data provided by the City will be at least 90% complete (i.e., missing data will be less than 10%), and that all BMP data to be used in the model will be provided at the beginning of the project
  – Please note that if the City has very little data on BMPs, we can discuss alternative methods for water quality modeling (e.g., more of a screening-level water quality model based on documented assumptions for typical BMPs instead of a detailed P8 model) or adding scope and cost for field-obtaining this information

The model development effort will be performed using the following specifications:

- watershed divides created during the water quantity (PCSWMM) model development will be used as a basis for the water quality modeling effort;
- climate data from the MSP airport data will be used as model input (e.g., long-term precipitation data)
- P8’s “NURP50.par” particle file will be used to generate build-up and washoff pollutant rates in the model

**deliverables**:

- draft report presenting modeling process and P8 results (pdf format), including figures that show priority areas for potential additional BMPs or optimization of existing BMPs.
- meeting to present draft report to City staff and discuss results
- final report and final P8 models

**Budgetary Cost for Task 3: $35,000**

### 3.1 Optional Associated Task:

a) **Pond inspection prioritization study ($3,000)**: When under-maintained, the water quality performance of stormwater ponds and wetlands in urbanized areas can degrade over time due to sedimentation. To help the City prioritize pond and wetland inspection efforts, we can leverage the P8 model to (a) determine the relative water quality impact of modeled stormwater ponds and wetlands and (b) estimate how quickly ponds and wetlands may be filling in due to sedimentation. By comparing and ranking the relative water quality impact and rate of sedimentation of all modeled ponds and wetlands, an inspection prioritization can be created for all modeled ponds and wetlands within the City. **Deliverables:** one page write-up of methodology, one GIS figure, and ranking spreadsheet.

### 4.0 Stormwater Infrastructure Risk Assessment

Risk can be defined in many ways, but when evaluating risk of infrastructure failure, it can be generally described as the product of the probability of failure and the consequences of failure. This risk definition provides a framework for our proposed two-step approach to identifying high-risk portions of the City's storm sewer system that should be targeted for inspection and/or replacement. The first step is
identification and scoring of pipe segments with a higher likelihood of failure and the second step involves assessing the consequences of a storm sewer pipe failure, such as the type and degree of damage that may occur, and developing a scoring system to reflect the potential magnitude of damages.

Figure 1 (below) diagrams the three primary tasks and the anticipated outcomes. Each of the tasks and subtasks are described briefly below.

**Stormwater Infrastructure Failure Risk Assessment**

- **Combined Failure Risk (Task 4C)**
- **Likelihood of Failure (Task 4A)**
- **Consequences of Failure (Task 4B)**

**Figure 1. Diagram of proposed project tasks.**

This stormwater infrastructure risk assessment task can be conducted in parallel with Task 2 (Hydrologic and Hydraulic Modeling and Flood Inundation Mapping). However, similar to Task 2, this analysis does require some basic storm sewer pipe information, particularly pipe size and pipe material. Therefore, the following tasks assume that pipe data (including size and material) will be available for storm sewer throughout the city prior to beginning this failure risk assessment.

**4.1 Task 4A - Likelihood of Failure Analysis**

Barr will develop a failure likelihood scoring system based on the existing storm sewer data available for the City of Richfield. A map will be prepared identifying the storm sewer segments and culverts that have higher failure risk based on the scoring system developed. A preliminary version of the map and scoring system will be provided to City staff for review and comment. A final version will be provided to the City, along with a GIS database with the detailed scoring system.

Scoring criteria will be dependent on available data, but may include:
• Pipe material
• Pipe age— if available, pipe age will be used. If this information is not readily available, pipe material will be used as a surrogate to identify older systems.
• Pipe slope – pipe slope will serve as a proxy for identifying likelihood of high, potentially corrosive velocities.
• Adjacent soil type – soils with higher potential for corrosiveness and/or poor structural support will be identified
• Shallow pipe systems – buried pipes with limited overhead soils are susceptible to more rapid deterioration from the freeze/thaw cycle. These pipes could also have limited capacity during the spring months because of partial or complete frozen sections.
• Ground slope—pipes on steep slopes are more susceptible to failure from hill sloughing.

For the purposes of this scope of work, we have assumed that the scoring will be conducted for all storm pipe segments within the City’s GIS data set (i.e., we assume that all storm sewer data will be provided by the City or developed by Barr as an outcome of Task 2).

4.2 Task 4B - Consequences of Failure Analysis

4.2.1 Developing Failure Consequences Scoring System

Barr will develop a failure consequences scoring system based on the information generated as part of this task. A map will be prepared identifying the storm sewer and culverts that have higher failure risk based on the scoring system developed. A preliminary version of the map and scoring system will be provided to City staff for review and comment. A final version will be provided to the City, along with a GIS database with the detailed scoring system.

Assessing failure consequences can be more difficult than assessing failure likelihood, as consequences are often site-specific and dependent on the following factors, among others:

• Localized drainage patterns - surcharged stormwater may flow down a street without significant consequence or through private property with potential structural impacts.
• Topography - potential damage may be higher in low-lying, land-locked areas, as water may pool and inundate structures before reaching a surface overflow. These low-lying areas can be localized or more regional.
• Location of critical infrastructure (e.g., roadways, railroad, bridges).
• Location of high value or critical structures/properties.

The approach summarized below relies on general indicators to identify pipes with higher failure consequences. While this approach is less time-intensive than doing site-specific evaluations, it may not identify unique, localized drainage problems that would result from specific storm pipe segment failures.

4.2.2 Compiling Watershed Data

Barr will compile available GIS information on subwatersheds and drainage areas developed under Task 2 (Hydrologic and Hydraulic Modeling and Flood Inundation Mapping).
4.2.3 Summarizing Tributary Drainage Area and Runoff Volume

Barr will utilize the GIS information and hydrologic and hydraulic models (if available) to approximate the drainage area tributary to each culvert. The tributary drainage area is a key piece of information that will be used to better understand the function of the culvert or storm sewer (e.g., is it providing localized or regional drainage?) and the extent of potential consequences of a storm sewer or culvert failure (e.g., what can happen?). Information regarding tributary drainage area is also an important design consideration if storm sewer or culvert repair or replacement is necessary.

For areas where detailed subwatershed delineations are not yet available, we will use our customized GIS watershed delineation tool to “burn in” storm sewer information into the LiDAR elevation raster and determine approximate subwatershed boundaries that account for storm sewer drainage patterns upstream of culverts or pipe segments. While these subwatersheds would be approximated, it would provide a general sense for the size of drainage area upstream of the culverts.

The approximated tributary drainage areas will be used to calculate a potential runoff volume tributary to each storm sewer and culvert for the 5-, 10-, 50- and 100-year frequency rainfall events. This information will be used to evaluate the potential for storage and inundation upstream of a failed storm sewer or culvert.

4.2.4 Determining Potential Inundation Area and Depth Upstream of Stormwater Infrastructure

Pooling of water upstream of storm sewer or culvert crossings can create an increased risk of crossing wash-out and inundation of structures upstream of a culvert. Barr will use a customized GIS tool to determine the amount (area, volume, depth) of inundation that occurs upstream of each culvert crossing prior to overtopping the railway/trail or overflowing into an adjacent watershed. This information will be used to identify culverts with potential for significant upstream ponding (thus increased potential for wash-out or upstream property damage).

While the first step of this subtask would identify the inundation extent (area, volume, depth) of potential ponding upstream of culvert crossings, this will be solely based on the physical characteristics of the landscape upstream of the culvert (i.e., topography-based potential inundation extent), and will not reflect the likelihood of this extent of inundation occurring. For example, the topography-based GIS inundation analysis conducted may indicate the depth of ponded water upstream of a given culvert will be 30 feet prior to overtopping, resulting in a large inundation area. However, review of the watershed tributary to this culvert may indicate that the 100-year storm event would only result in 3 feet of inundation, a much less concerning situation. To complete this subtask, we will compare the estimated 5-, 10-, 50- and 100-year frequency runoff volumes for the watersheds tributary to each culvert with the estimated potential inundation volume. By estimating the volume of runoff potentially being ponded upstream of the culverts for a range of return frequencies, the City can get a sense for the probability of significant inundation occurring under a failed or plugged culvert scenario.

Please note that that the flood inundation mapping developed during Task 2 (Hydrologic and Hydraulic Modeling and Flood Inundation Mapping) can also help inform this task, depending on project timing.
4.2.5 Identifying Potentially Impacted Structures, Roadways, and Critical Infrastructure Upstream of Stormwater Infrastructure

Barr will intersect the topography-based potential inundation extents upstream of City storm sewer with building footprint data (if available) and roadway data in GIS to determine the number of structures at risk of impact and the number of roadways at risk of overtopping. We will also intersect the topography-based potential inundation extents with GIS data layers representing critical roadways and infrastructure (e.g. hospitals, police/fire stations, nursing homes, electric facilities) to assess the risk of impact, assuming GIS files representing critical roadways and infrastructure are available from City.

4.2.6 Identifying Steep Slopes

Barr will conduct a GIS analysis of LiDAR elevation data to identify steep and very steep areas along the stormwater infrastructure. This information will be combined with information from previous steps to assess potential for slope failure and wash-out of embankments.

4.2.7 Evaluating Potential Downstream Consequences

Barr will evaluate the potential for significant water quality degradation downstream of a storm sewer or culvert failure (i.e., is there a waterbody directly downstream or in close proximity?).

Barr will also evaluate the potential for significant threat to public safety or property resulting from a storm sewer or culvert failure. This evaluation will be based on estimates of potential upstream inundation depth and volume and screening-level review of downstream land use and/or presence of critical infrastructure or buildings.

4.3 Task 4C - Combined Failure Risk Analysis

The failure likelihood (Task 4A) and failure consequences (Task 4B) scoring systems will be combined to identify the highest-risk portions of the City’s stormwater infrastructure that should be targeted for inspection and/or possible replacement. A map will be prepared that ranks storm sewer and culvert segments based on combined failure risk. A preliminary version of the map and scoring system will be provided to City staff for review and comment. A final version will be provided to the City, along with a GIS database with the detailed scoring system.

Note: the above approach assumes some of the work in the Task 2 H&H model development have been completed. Should the City desire this failure risk assessment be performed ahead of starting the Task 2 H&H model development, a valuable assessment can still be performed, which is what Barr did for the City of Eau Claire where we analyzed over 17,000 pipe segments without having developed a city-wide H&H model.

4.4 Task 4D - Failure Risk Assessment Summary Memo

Barr will prepare a technical memo summarizing the data sources, methodology, and scoring system for the failure risk assessment. A draft version of the summary memo will be provided to City staff for review and comment. A final version will be provided to the City upon completion.

Budgetary Cost for Task 3: $22,000
## 5.0 Cost Estimate Summary

The estimated costs to provide the services outlined in our project approach described above are summarized in the table below. The estimated costs presented below reflect the assumptions described in each task. For Task 2 and Task 3, the estimated cost is presented as a base cost and additional itemized costs for associated optional tasks.

<table>
<thead>
<tr>
<th>task</th>
<th>estimated hours</th>
<th>total staff fees</th>
<th>expenses</th>
<th>estimated cost</th>
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<tr>
<td><strong>Task 1:</strong> Creating an accurate dataset for impervious areas (impervious dataset development)</td>
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*See Section 2.5 for more information.*
We look forward to building our relationship with you as we work together to develop models and resource tools that can help you better understand, maintain and improve your existing surface water management systems and help prioritize and analyze implementation strategies and/or projects. If you have any questions about our proposal, please feel free to contact me (952.832.2809; SKlein@barr.com) or Sarah Stratton (952.832.2860; sstratton@barr.com).

Sincerely,

Steve Klein, PE, PH  
Vice President, Principal in Charge

Sarah Stratton, CFM, ENV SP  
Project Manager
The flood risk inundation areas shown on this figure are based on predictive modeling data using a hypothetical rainfall distribution developed from Atlas14 precipitation frequency estimates for Edina (Coordinates: 44.8716N, 93.3762W). Vertical accuracy of the MNDNR 2011 LiDAR data used for mapping the inundation area is +/- 5 cm (0.16 ft) for the project areas within the City of Edina (Source: http://www.mngeo.state.mn.us/choose/metadata/lidar_metro2011.html).
The flood risk inundation areas shown on this figure are based on predictive modeling data using a hypothetical rainfall distribution developed from Atlas14 precipitation frequency estimates for Edina (Coordinates: 44.8716N, 93.3762W).

Vertical accuracy of the MNDNR 2011 LiDAR data used for mapping the inundation area is +/-5 cm (0.16 ft) for the project areas within the City of Edina (Source: http://www.mngeo.state.mn.us/choose/metadata/lidar_metro2011.html).

*Vertical Datum: NGVD 29, Feet

**Project Area 3 - 60th Street and Chowen Ave**

**City of Edina**

**Attachment 2**

**CHANCE OF FLOODING OVER A TYPICAL 30 YEAR HOME MORTGAGE**

Source: http://www.mngeo.state.mn.us/choose/metadata/lidar_metro2011.html
ITEM FOR COUNCIL CONSIDERATION:
Continue a public hearing to consider a resolution granting approval of the final plat of the Cedar Point Commons Second Addition to October 24, 2017.

EXECUTIVE SUMMARY:
The City Council approved final development plans and a preliminary plat for the Cedar Point Commons Second Addition on August 23, 2016. Since that time, the retail building has been constructed and opened and plans for a daycare user for the northern half of the site have continued to move forward. A final plat application has been received and reviewed; the property owner (Hempel Companies) is working to address final plat comments from the city, Hennepin County, and the Three Rivers Park District. They expect to submit revised plans in time for the October 24, 2017 meeting.

RECOMMENDED ACTION:
By motion: Continue a public hearing to consider approval of a final plat for the Cedar Point Commons Second Addition to October 24, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - See executive summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - All plats or subdivisions of land in the City must be approved by Council resolution pursuant to the provisions of Minnesota State Statutes 462.357.

C. CRITICAL TIMING ISSUES:
   - None

D. FINANCIAL IMPACT:
   - None

E. LEGAL CONSIDERATION:
   - Notice of this public hearing was published in the Sun Current.
ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None
ITEM FOR COUNCIL CONSIDERATION:
Consideration of a number of land use requests to allow construction of a new housing development to include 284 new housing units, 33 rehabilitated housing units, and a two-block extension of Richfield Parkway between 66th and 68th Streets along 18th Avenue.

EXECUTIVE SUMMARY:
Inland Development Partners ("Inland") is proposing to build three new apartment buildings (284 new units total) and renovate three 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.

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.

During the past several weeks, City Council Members have forwarded staff a number of questions and concerns arising from their constituents. Staff has responded to all of these requests and has compiled the questions or comments and answers or feedback into a document entitled "Neighborhood & Councilmember Questions/Concerns" (attached). Please note that the answers shown in varying colors of font depending on which specific set of questions was being addressed.

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

**RECOMMENDED ACTION:**

By motion:
1. Approve an amendment to the city’s Comprehensive Plan designating Lots 1-8, Block 3 Wexler's Addition as Mixed Use.
2. Approve 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).
3. Cancel a public hearing to consider approval of a preliminary plat.

**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):**

- Materials to complete a thorough plat review are still being compiled. Approval of a preliminary plat prior to the issuance of building permits has been added to the attached resolution as a stipulation.
- A first reading of the ordinance to rezone was held on September 12, 2017.
- In order to approve the second reading of the change in zoning, 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; it was constructed based on the former master plan which contemplated more intensity along the entirety of the Cedar Avenue Corridor. 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.

- It should be noted that, although staff is including responses to questions about taxes and tax increment financing, those are generally not considered valid rationale on which to base decisions about planning and zoning approvals.

E. **LEGAL CONSIDERATION:**

- A public hearing was held before the Planning Commission on August 28, 2017. Draft minutes from this meeting are attached.
- Notice of the public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the site. No members of the public spoke at the public hearing.
- The Planning Commission recommended approval of the proposed site plan and variances (6-1, Vizecky dissenting).

ALTERNATIVE RECOMMENDATION(S):

- Deny the requested land use approvals with findings that city requirements are not met.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Inland Development Partners Representatives

**ATTACHMENTS:**

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Neighborhood & councilmember Questions/Concerns  
The Chamberlain Apartments Proposal

- **We have received some complaints about how close amenities like the dog park and the swimming pool are to residential areas. From your perspective, are there alternate locations that we could consider for these? Is there an example of something similar to this in Richfield or another location? I am trying to get a sense of how invasive this might be.**

  We have discussed these amenity areas with the developer. We suggested, and the developer has added, additional landscape area in the City boulevard along the north side of 67th Street (directly south of the pool). We discussed the possibility of moving the dog area, but it’s difficult to find another spot on the site where there wouldn’t be an issue with proximity to single-family homes and where a taller fence wouldn’t be an eyesore. Lyndale Plaza has a dog “relief area” adjacent to single-family homes, but it is not a “dog run.” While I can’t think of particular examples of pools or dog areas immediately adjacent to single-family homes, many of our active parks (soccer, baseball, playgrounds) and schools are situated within single-family neighborhoods and this would seem to be similar. Additionally, we are looking to see if the purchase of the most affected house(s) by either the City or the developer would be a viable way to mitigate some of the impacts.

- **Are there examples of how buffering has been done with apartment buildings of this size and distance away from homes? For example, is there a similar situation for any homeowners with the Lyndale Plaza project? It would nice to have some examples of how this could be conducted in a way that is the least invasive for neighboring homeowners.**

  There are three-story apartment buildings immediately behind single-family homes all along Cedar Avenue. Trees are generally used to break up the façade of the buildings; the landscaping for these existing buildings is significantly less than what is proposed although it will obviously take a number of years for the trees to mature. The Lyndale Plaza building is four stories tall. A berm and heavy landscaping separate the property from the residential homes to the east. The townhomes and a four-story portion of the condominiums of the Kensington Park development face individual homes on Aldrich Avenue. It’s unfortunate that some of the existing trees can’t be saved (we asked and the developer/landscape architect as re-checked this), because overstory trees are going to be the most effective transition.

- **I’ve received more inquiries about transportation levels than any other issues. In particular, I have heard concerns that the volume of cars at the roundabout will be too immense and back up into neighborhoods, or cause people to bypass. I know some of this is conjecture, but what data exists to support how traffic flow will be managed when fully built. I know that when we were looking at options on 66th**
street there were some simulations conducted to monitor traffic volumes. Is that something we could consider to study the impacts?

During the planning for the reconstruction of Richfield Parkway/66th Street Intersection, both a signalized intersection and roundabout design were analyzed. A roundabout was found to handle the anticipated traffic levels far more efficiently than a signal.

During the planning process, 2025 traffic forecasts were developed for the proposed intersection based on the following assumptions:

- Background traffic – Existing traffic counts plus an increase of 0.5% per year
- MAC Freight Facility traffic – Forecasts from Traffic study for East TH 77 Frontage Road and TH 77 and 66th Street Interchange
- Cedar Point Development Traffic – Assumes 346,200 SF of retail development
- Office Development Traffic—Assumes 600,000 SF of office development south of 66th Street

Using average trip generation numbers for each type of development, we get the following:

- **Previously Assumed Office (Roundabout Design Assumption): 6,600 trips per day, 900 trips in peak hour**
- **Proposed Apartments: 1,700 trips per day, 170 trips in peak hour**
- **Plaza 66 Retail (assuming all traffic uses Richfield Parkway): 430 trips per day, 37 trips in peak hour**
- **Total New Proposed Apartment and Retail: 2,130 trips per day, 207 trips in peak hour**

The total estimated traffic is far below the original assumed development traffic in the roundabout design and staff is confident the intersection will adequately handle the additional traffic volumes by both the Plaza 66 and Chamberlain developments.

- **What data do we have to support the conclusions – the right one – that addition of this apartment building and our new neighbors will not result in a big influx of crime? I would like to debunk the myth that renters are more predisposed to commit crimes than homeowners. For example, do we have statistics on crime levels near Lyndale Plaza after it was constructed?**

  The police chief looked into this and could not find any correlation to renting versus owning ones residence and the commission of crime. Of course with a higher density comes a larger number of people and so, even with the exact same crime rate, the incidence of crime will naturally increase with increased population.

  Additionally, as I stated at the Planning Commission, criminal activity at an apartment complex is highly dependent on the managing practices, procedures and rules of the rental management company. As an example, I would remind you that the number of police calls at “The Concierge” went from 273 in the 6 months prior to new management to 45 in the 6 months following.

- **I noted during the Planning Commission that there is not an anticipated devaluation of property for homeowners as a result of this project. Is there a chance that values**
increase? When I look at the Cedar Master Plan, it would seem to me that if realized, home values on the east side would be positively, not negatively impacted.

We have tracked this in the past with other projects (the 92-unit Lyndale Plaza apartment being the most recent). In that case, the homes that were close to the new rental housing development experienced absolutely no negative impact on home values. In all of the areas we have looked at (which also includes the Lyndale Gateway area at 75th & Lyndale), there were no negative property value impacts. Of course, every project is unique. I do not believe that the Chamberlain project would have a negative impact, though, based on these experiences that we’ve had and based on Minnesota studies (http://www.fhfund.org/wp-content/uploads/2014/11/AH-Does-Not-Reduce-Property-Values Updated-11.24.14.pdf) and national studies including: https://factsmatteraddison.com/special-informational-article-mixed-use-housing-decrease-home-value/ and http://www.rebgv.org/does-affordable-rental-housing-decrease-neighbouring-property-values-greater-vancouver

- I would like to better understand the necessity for the apartment buildings to back up to the homes in the sliver that requires the comp plan change. I understand that preserving the buildings on Cedar is what drove the need for this change. That said, I just want to hear from staff’s perspective if there are any other design configurations that merit discussion with the developer. For example, could they go taller in some areas as to not need 3 stories for the sliver that is next to the homes? I just want to make sure I understand what options have been explored and if this is necessary in the eyes of staff in order to make the project financially feasible to move forward.

The issue is that the preservation of the apartment buildings on Cedar and the location of Richfield Parkway, there would not be enough lot width to accommodate apartments. A density less than apartments (i.e. townhomes) would not be economically viable. We also asked about raising the story-count of one or two apartments to accommodate a shorter apartment building along the east side. The problem is that they are already utilizing 100% of the building footprint underground to provide tenant parking. If they went higher, then they would need to go one level deeper with their underground parking. This is problematic with both the level of the water table and the expense of the construction.

- I would like us to run some numbers to determine the positive tax implications for the city. Since this land is vacant, obviously any tax revenue we generate is a net positive to the city. Could we put together a total $ number over a period X years? Additionally, is there a way to estimate the net positive impact for our schools? This would entail estimating number of kids who would live there and attend our schools, etc.

This question will take a little more time to answer. I will get back to you on Friday or Monday with a response.
- Are there other statistics, examples, or things that staff can think of to help communicate the benefits of adding this project to the city of Richfield- now and in the future?

Adding families to our community and customers to area businesses.
Adding kids to our schools.
Accomplishing the redevelopment that has been anticipated for 15 years.
The construction of buildings that will block low-frequency noise generated by ground operations at the airport from penetrating into the neighborhood.
Rehabilitating 33 units of affordable housing to ensure that it is “quality” affordable housing.

**Building Height/Placement**
- The height of building B, and the proximity of Building B to existing homes on 17th. *Concern is privacy and security of existing homeowners backyards, apartment residents balconies give clear view to backyards and into homes. The proposed building is only slightly (3 feet) taller than what is allowed “by right” and is set back farther from the homes than is required. Any home over one story would offer a view into backyards. This redevelopment area has been planned for higher intensity uses since the homes were purchased because of the airport expansion.
- Why is Building B so close to homes? The building exceeds minimum setback requirements. Could it be moved, arranged somehow to not be so intrusive to homeowners? The developer has reported that they have not been able to identify a way to reduce the height of this building while maintaining an economically viable project.

**Amenities & Amenity Location**
- Location of amenities. *Concern is privacy, noise pollution, air pollution, and possibly light pollution. With amenities being next to existing homes, and NOT the apartment complex, all the issues surrounding it, become existing homeowners. We do not have access to amenities, yet will have children playing in the pool, smoke from numerous grills, lights after dark, etc. NOT neighborhood friendly the way it is set up, it should be contained within the apartment complex itself.
- Why are the amenities alongside our homes, instead of contained within the complex itself, for the people who are going to use it?
- Location of sidewalk between the "dog park" and existing property line. *Concern, it is literally right up against fences of backyards of homeowners. Lack of privacy. In response to the above three comments – there is a choice to be made between 1) a building tucked up tight to the single-family lot lines or 2) amenity and green space to separate the building and adjacent properties. The developer has positioned the amenities and green space as a “back yard” to mimic the separations found in typical residential neighborhoods. These amenities are not anticipated to cause more noise or disturbance to properties than would proximity to one of the city parks.
Further, the amenities are located immediately adjacent to the professional management and operation staff offices allowing for ongoing monitoring of the outdoor amenity area.

- Power lines. *Concern, adding outside power lines is going to be a safety concern, as well as aesthetics. Buried power lines would be safer, and less intrusive to existing homeowners. All new utilities are required to be undergrounded per code.

**Construction**

- Potential impact to existing homes foundations during construction. *Concern is, we have very old homes, the amount of vibrations etc., from construction being so close (too close) to existing homes, has a high risk of damaging our homes. We’re talking an underground parking ramp as well. Has there been a study showing what that the long term use of an underground parking ramp, vibrations, etc., doing to surrounding properties?
- How is construction going to be mitigated to avoid damage to our homes. The development team has made a commitment to survey and inspect adjacent houses prior to the commencement of construction. This will ensure that property owners are protected from any damages that may potentially occur as a result of construction activities. Kraus-Anderson is the General Contractor for this project and has extensive experience in building residential projects in urban environments.
- Is it safe to rehab the existing apartments? They are in pretty rough shape. The existing apartment buildings have been inspected on two separate occasions; and a Phase I environmental, asbestos, radon, and mold assessments have been completed. The developer reports that the existing apartment buildings are in very good structural condition and excellent candidates for renovation.

**Traffic & Parking**

- Traffic. *Concern is, there are no recent traffic studies to determine if Richfield Parkway or the roundabout will be able to handle all the extra traffic. Keep in mind, the area used to have 15 single family homes, now you are talking 280 new families. During the planning for the reconstruction of Richfield Parkway/66th Street Intersection, both a signalized intersection and roundabout design were analyzed. A roundabout was found to handle the anticipated traffic levels far more efficiently than a signal. During design, 2025 traffic forecasts were developed for the proposed intersection based on the following assumptions:
  - Background traffic – Existing traffic counts plus an increase of 0.5% per year
  - MAC Freight Facility traffic – Forecasts from Traffic study for East TH 77 Frontage Road and TH 77 and 66th Street Interchange
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The total estimated traffic is far below the original assumed development traffic in the roundabout design and staff is confident the intersection will adequately handle the additional traffic volumes by both the Plaza 66 and Chamberlain developments.

- **On street parking.** *Concern, there is already issues with on street parking due to overflow of existing parking lots.* The on-street parking proposed with the development will be on the new Richfield Parkway. Providing this parking on the parkway will help to keep visitors and other short term parking “inside” the development and not in neighborhoods.

**Operations/Management**

- Lighting and headlights. *Concern, the use of lighting throughout the complex, along sidewalks etc. Will they be shining in our windows, will the complex be lit all night, etc. The plan now has cars driving into the parking ramp with headlights pointed at existing homes on 17th. The city has strict lighting regulations that limits off-site views of lights and glare. The city also has requirements for screening in parking lots and drive areas to block light from headlights.*
- **How will trash be controlled?** Trash is an issue right now, adding sidewalks and amenities will create more. Where are trash/recycle services be stored? For the new buildings, trash and recycling space will be built into the interior space of the building. New enclosures will be built to screen the existing dumpsters at the three buildings along Cedar Avenue.

1) **What are your reaction/thoughts on questions about level of parking and impact in surrounding neighborhoods?**

City code requires 1.25 parking spaces per unit. The developer is seeking a variance to go to 1.24 parking spaces per unit (a reduction of .01 spaces per unit). The developer would only need to add three parking spaces in order to not need a variance. With regards to The Concierge, it actually has enough parking, it’s just not located where tenants want it to be. There is a large area of parking located along Sheridan Avenue; this is very inconvenient for most tenants and guests. We do not anticipate those issues with proximity here and it seems fair to count street parking that wouldn’t really serve anyone else toward the development’s requirement. During snow emergencies, cars on the streets will have to be moved. We’ve encouraged the developer to look into an agreement with the property owners at 6636 Cedar Avenue, but in reality, snow emergencies only happen a handful of times per year.
2) A resident has suggested that the amenities are closer to single family homes than at any of our public parks. Is that true or are there examples where our parks have a similar distance to homes?

Garfield Park has play equipment about 6 feet away from the property line of a single dwelling home. Roosevelt Park has outfield fencing along the property line of a number of single dwelling homes. Christian Park has a football field about 50 feet away the property lines of 5 single dwelling homes. Lyndale Field (School Property) is adjacent to 8 single dwelling homes. AHA has a soccer field adjacent to 5 homes.

3) Could you comment on the adequacy of room for the Three Rivers Trail?

In areas where bump out parking exists, there will be a minimum of 3’ from the back of curb to trail. In non-parking areas there will be 6’-10’ between the back of curb and trail. Three Rivers Park is coordinating in the design of the roadway and trail to assure that their standards are being met.

4) A resident asked a question on the impact of TIF our schools

The current property taxes on the property are zero (since it is owned by a public body). Once the developer purchases the vacant land, it will be taxed at approximately $96,450/year (based on 2017 assumptions). Of that, $37,400 will go to the City, $28,000 to the County and $17,000 to the School District.

Once the project has been constructed, a little over $72,000 a year in tax increment will go to the HRA to pay administrative costs and/or for housing/redevelopment programming elsewhere in the city.

At closing, the developer will be paying the HRA $300,00 as a down payment for the land. The remainder will be paid to the HRA via tax increment over time. That payment will be $87,900 until the balance of the land value ($1,411,000 plus 2% annual interest) is paid off.

In terms of students, I will use “The Concierge” as a benchmark. Prior to its rehab, there were .207 school-aged children per unit. Immediately post-rehab, that number was MUCH lower (.017). Using this range, the new portion of the development would have anywhere from 6 to 61. That is quite a range I know. Let’s assume that the ultimate range is 20-40 school-aged children. The per/student allotment for state education funding has a lot of factors that go into it. According to school officials, the average in Richfield is $11,500 per student, so 20-40 students would mean additional state funding of $230,000 to $460,000 per year.

5) A resident has mentioned a concern that we are changing our comp plan/zoning at the behest of a developer. I appreciate that this change might be out of line with the expectations of homeowners on that sliver who were expecting a town home buffer. Has it been common for us to work with developers on slight modifications to our zoning in order to address specific issues?
For many years, this area has been zoned MR-3 High Density Residential (see attached zoning map), which would have allowed a 50 ft. building. No transition between the MR-3 on the east side of 17th and the R (Single-Family) on the west side of 17th was required. This is the zoning that was in place from 2004 until last fall. Although the single-family property owners on 17th Avenue may disagree, a move from the single-family district (which allows homes up to 25 feet) to the proposed 3-story building would be considered to be a gradual change by many and this situation exists throughout the Cedar Avenue corridor now. The proposed development is only 3 feet taller than what is allowed under the current zoning. Modest modifications to zoning requirements are considered by the Council frequently. This is based on the fact that redevelopment is much more complex and unique than green field development. The Comprehensive Plan does not get changed often. In neither of these cases are requested changes considered lightly by staff, the Planning Commissioners, or I would venture to guess, the Council.
RESOLUTION NO. ________

RESOLUTION AMENDING THE CITY’S COMPREHENSIVE PLAN
CHANGING THE DESIGNATION OF
LOTS 1-8, BLOCK 3, WEXLER’S ADDITION
FROM MEDIUM DENSITY RESIDENTIAL
TO MIXED USE

WHEREAS, the City’s Comprehensive Plan provides a Guide Plan establishing
particular planning needs for specific segments of the City; and

WHEREAS, the Comprehensive Plan designates the west side of 18th Avenue between
67th and 68th Streets as “Medium-High Density Residential;” and

WHEREAS, the “Medium-High Density Residential” designation was chosen with a
context-sensitive, low-rise development in mind; and

WHEREAS, the proposed high density plan provides a context-sensitive, low-rise
development with a higher unit count than currently allowed; and

WHEREAS, the area to the north and east of the proposed development are designated
“Mixed Use” and allow for both higher density residential and commercial development that is
also context-sensitive; and

WHEREAS, the City has reviewed the Guide Plan classification and determined that it
would be appropriate to designate the west side of 18th Avenue between 67th and 68th
Streets as “Mixed Use;”

WHEREAS, the Planning Commission conducted a public hearing on August 28, 2017
concerning modifying the Guide Plan and recommended approval of the modifications; and

WHEREAS, the City Council considered the amendment on September 26, 2017;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield,
Minnesota that the City’s Comprehensive Plan is hereby amended to designate Lots 1-8, Block
3, Wexler’s Addition as “Mixed Use;” contingent upon the following:

1. The revision is submitted to and approved by the Metropolitan Council.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of
September, 2017.

______________________________
Pat Elliott, Mayor

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
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 is 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
RESOLUTION NO. ______

RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
TO BE BUILT BETWEEN
66TH AND 68TH STREETS AND
17TH AND CEDAR AVENUES

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow construction of a multi-family development on property legally described as:

Lots 4-13, Block 2, Wexler’s Addition; Lots 1-8, Block 3, Wexler’s Addition, and Lots 1-16, Block 4, Wexler’s Addition, all in Hennepin County, Minnesota

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its August 28, 2017 meeting; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on August 15, 2017 and published in the Sun-Current on August 17, 2017; and

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

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield’s Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No.______; and

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

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

1. The City Council adopts as its Findings of Fact the WHEREAS clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved multi-tenant commercial development as described in City Council Report No. ____, on the Subject Property legally described above.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
• A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
• A preliminary plat must be approved prior to the issuance of a building permit.
• A final plat must be approved and recorded prior the issuance of a certificate of occupancy.
• Building A surface parking lot should have one ingress/egress point unless design options rejected by Fire Chief.
• The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
• The applicant must comply with all City requirements not specifically amended by the approved plans.
• The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City’s Administrative Review Committee Report dated August 4, 2017 and compliance with all other City and State regulations.
• Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
• As-builts or $7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.

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

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

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September, 2017.

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.
  - As mentioned above this project is designed with CPTED strategies.
  - Outdoor amenities such as playground, grilling stations, pet relief area, and raised planting beds for urban micro-farming with facilitate social interaction.
  - 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.
  - 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.
## Contacts

### Developer/Client

- **Address:** 3340 Republic Avenue
- **E-mail:** schwank@inlanddp.com
- **Phone:** 612.963.9401
- **Name:** Kraus-Anderson Development Co.

### Contractor

- **Address:** 5930 Brooklyn Blvd.
- **E-mail:** breno@lmdeng.com
- **Phone:** 952.697.5766
- **Name:** Plymouth, MN 55442

### Structural Engineer

- **Address:** 5430 Douglas Drive North
- **E-mail:** richardb@steeneng.com
- **Phone:** 5430 Douglas Drive North
- **Name:** Steen Engineering Inc.

### Mechanical Engineer

- **Address:** 5030 Richfield Pkwy
- **E-mail:** tom@westwoodps.com
- **Phone:** 952.697.5766
- **Name:** Westwood Engineering

### Electrical Engineer

- **Address:** 4810 Union Terrace Ln N
- **E-mail:** chrisc@lmdeng.com
- **Phone:** 4810 Union Terrace Ln N
- **Name:** BRENO@LMDENG.COM

### Interior Designer

- **Address:** 6701 Richfield Pkwy
- **E-mail:** sareth@urban-works.com
- **Phone:** 6701 Richfield Pkwy
- **Name:** URBANWORKS ARCHITECTURE LLC

### General Notes

1. **NOT FOR CONSTRUCTION**
2. **PRELIMINARY**
3. **NOT FOR CONSTRUCTION**

### Area Summary

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### Project Totals

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### Unit Count

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### Parking Stalls - Interior

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### Parking Stalls - Exterior

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### Bike Rack Totals

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### Vicinity Map

- **BLDG A**
- **BLDG B**
- **BLDG C**

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© URBANWORKS ARCHITECTURE LLC, 2017

901 NORTH THIRD STREET, SUITE 145, MINNEAPOLIS, MN 55401
42" DEEP POOL / HOT TUB: PROVIDE HOT TUB WATER PUMPS AND BOILER SIZING TO ACCOMODATE COOL OR HOT WATER TEMPERATURES

1' - 4" FOLDING SUN SHADE

1' ROOF OVERHANG ABOVE PATIO:

CONCRETE SLAB ON GRADE 5' SQUARE JOINT PATTERN

5' FENCE - TYPE "B"

5' FENCE - TYPE "A"

5' FENCE - TYPE "B"

SEASONAL STORAGE

POOL CHEMICAL STORAGE CLOSET

POOL BOILER

POOL PUMPS

EMERGENCY GAS SHUT-OFF FOR FIRE PIT

PLANTER BOXES

WOOD BENCHES BUILT-IN GAS GRILL BUILT-IN GAS GRILL BUILT-IN GAS GRILL

GAS FIRE PIT: 36" "MISO" by PALOFORM

PROXIMITY READER

EGRESS HARDWARE REQUIRED. SEE AL107 FOR GATE ELEVATION.

RIVER ROCK GROUND COVER

PLANTER BOXES

WOOD BENCHES

"FARM" TABLE

ALUMINUM TRELLIS ABOVE GATE:

PROVIDE PADLOCK HARDWARE

ADA TRANSFER WALL

PLANTER BED PLANTER PLANTER
DG-1

**DG-2**

**DOG RUN:**
- PROVIDE 4" DEEP PEA GRAVEL SURFACE
- 5' TALL ALUMINUM FENCE
- 5' TALL SECURITY GATES
- 5' EGRESS PATH
- RAMP UP TO COURTYARD

**FENCE:**
- TYPE C
  - 55' - 0")
  - 20' - 0"
  - 5' - 0"
  - 6' - 0"
  - 45' - 0"
  - 50' - 0"

**PLAY AREA:**
- PROVIDE PLAY SAFE SURFACE,
- 6' CLEARANCE AROUND PLAY STRUCTURE OR AS REQUIRED.

**5' FENCE:**
- TYPE C
  - PROVIDE DRINKING FOUNTAIN
  - PROVIDE PARK BENCH
  - LATCHED GATE WITH PROXIMITY READER
  - LATCHED GATE WITH PROXIMITY READER

**GARDEN PLOTS**
- RAISED BED PLANTERS
- 5' ALUMINUM FENCE W/ FINE METAL MESH SCREENING UP 2' ABOVE GROUND

**TYPE D**
- FENCE
  - 52' - 4"
  - 69' - 4"

**TYPE B**
- POOL FENCE
- BLACK ALUMINUM PICKET FENCE - TYP.
- PICKET SPACING 4" O.C.

**TYPE A**
- FIRE PIT FENCE
- 5' - 0"

**TYPE C**
- DOG RUN & PLAYGROUND FENCE
- BLACK ALUMINUM PICKET FENCE - TYP.
- PICKET SPACING 4" O.C.
- 5' - 0"
- 6" CONCRETE CURB

**EGRESS GATE WITH PANIC HARDWARE**
- PROVIDE SECURITY SCREENING OR SOLID PANEL TO PREVENT ACCESS TO LATCH HARDWARE (SHOWN HATCHED)
- 1' - 6 1/2"

**TYPE D**
- GARDEN FENCE
- BLACK ALUMINUM PICKET FENCE - TYP.
- PICKET SPACING 4" O.C.
- 4' - 6"
- 1/2" WIRE MESH SCREEN UP TO 2' ABOVE GRADE

(2) SLIDING PIN GATE LATCHES
- VARIED - EXPOSURE CEDAR
- WRAPPED TRASH ENCLOSURE (1x2, 1x4, 1x6); NOT SHOWN FOR CLARITY AT DOORS
- 3 x 3 STEEL TUBE COLUMNS AT GATE SUPPORTS

© URBANWORKS ARCHITECTURE LLC, 2017
901 NORTH THIRD STREET, SUITE 145, MINNEAPOLIS, MN  55401
CONSULTANT
PRELIMINARY REVISIONS
DATE
PROJECT #
PHASE
DRAWN BY
CHECKED BY
NOT FOR CONSTRUCTION
PLANNING & ZONING
08.14.2017
RICHFIELD, MN
8/14/2017 11:39:46 AM
C:\!Revit Project Files\17-0007 - Richfield Housing\17-0007 A17 scott.beckmanl.rvt
Chairperson Erin Vrieze Daniels called the meeting to order at 7:00 p.m.

APPROVAL OF MINUTES
M/Vizecky, S/Rosenberg to approve the minutes of the July 24, 2017 meeting.
Motion carried: 7-0

APPROVAL OF AGENDA
M/Vizecky, S/Hayford Oleary to approve the agenda.
Motion carried: 7-0

OPEN FORUM
No members of the public spoke.

PUBLIC HEARING(S)

ITEM #1
17-CUP-05, 17-VAR-06 – Continue a public hearing to consider plans for a new quick-service restaurant with drive-thru and site improvements at 6529 Penn Avenue, 6545 Penn Avenue, and 2210 - 66th Street East to September 25, 2017.

M/Vizecky, S/Pynn to continue the public hearing to September 25, 2017.
Motion carried: 7-0

ITEM #2
Continue a public hearing to consider ordinance amendments related to driveway regulations to September 25, 2017.

M/Vizecky, S/Rosenberg to continue the public hearing to September 25, 2017.
Motion carried: 7-0

ITEM #3
17-SP-01 – Consider a resolution re-approving site plans for a community band shell at Veterans Memorial Park.
Associate Planner Matt Brillhart presented the staff report.

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

M/Rosenberg, S/Vizecky to recommend approval of a resolution granting site plan approval.
August 28, 2017

Motion carried:  7-0

ITEM #4
17-CP-1,17-RZN-02,17-CUP-02, 17-FDP-02, 17-PUD-02 – Consider a variety of land use approvals related to a proposal for construction of three new multi-family apartment buildings and rehabilitation of three existing apartment buildings between 66th and 68th Streets, along 18th Avenue/Richfield Parkway and Cedar Avenue.
Community Development Director John Stark presented the staff report.

Commissioner Hayford Oleary expressed concern with the frequency of driveways across the regional trail, between this proposal and the Plaza 66 development.

Steve Schwanke, on behalf Inland Development Partners, gave brief remarks introducing the proposal and reviewed prior feedback from various open house events.

The following individuals spoke at the public hearing and stated concerns including traffic and parking, air quality impacts, property values, buffering, lack of transition to existing single-family homes, deviation from the Cedar Avenue Corridor Master Plan, existing crime rates and potential impacts.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
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<tbody>
<tr>
<td>Rosalie Hinrichs</td>
<td>6638 16th Avenue S</td>
</tr>
<tr>
<td>Jeanne Biever</td>
<td>6701 17th Avenue S</td>
</tr>
<tr>
<td>Rissa Pahl</td>
<td>6645 16th Avenue S</td>
</tr>
<tr>
<td>James Rudolph</td>
<td>6726 17th Avenue S</td>
</tr>
<tr>
<td>Liz Berres and Mike</td>
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<td>Mike Woodward</td>
<td>6733 17th Avenue S</td>
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<tr>
<td>Judy Mongomery</td>
<td>6808 18th Avenue S</td>
</tr>
<tr>
<td>Paul Leher</td>
<td>6607 18th Avenue S</td>
</tr>
<tr>
<td>Christine W</td>
<td>6638 17th Avenue S</td>
</tr>
</tbody>
</table>

Mr. Schwanke clarified that the development would be 80% market rate, 20% affordable. The 33 existing units in the buildings to be renovated would count towards the affordable requirement, along with approximately 30 units scattered across the proposed development.

M/Rosenberg, S/Vizecky to close the public hearing.

Motion carried:  7-0

In response to questions from Commissioners Hoberg and Pynn, City Engineer Jeff Pearson discussed how the Richfield Parkway extension would include a traffic diverter at 68th Street, to prevent traffic from continuing south on 18th Avenue.

Commissioner Hayford Oleary, stated concerns with the north driveway entrance into the visitor parking lot and questioned the necessity.

M/Vrieze Daniels, S/Rosenberg to recommend approval of the resolution amending the Comprehensive Plan.

Motion carried:  7-0

M/Hayford Oleary, S/Rosenberg to recommend approval of an ordinance amending the zoning designations from MU-C and MR-2 to PMR.

Motion carried:  7-0
M/Kitzberger, S/Rosenberg to recommend approval of the resolution granting a Planned Unit Development, Conditional Use Permit, and Final Development Plan.

Commissioner Kitzberger accepted an amendment from Commissioner Hayford Oleary to close the north driveway into the parking lot, conditioned on approval of Fire Department. *Motion carried: 6-1 (Vizecky opposed)*

**ITEM #5**  
PC Letter #8 – Consider changes to the city’s zoning ordinance that would make small wireless facilities a conditional use in residential districts. 
Associate Planner Matt Brillhart presented the staff report.

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

In response to a question from Commissioner Vizecky, Pearson stated that most applications would likely come through Public Works administratively, aside from those in residential zoning districts. In response to a question from Commissioner Hayford Oleary, Pearson stated that the equipment could be mounted on existing city poles or proprietary poles.

M/Vrieze Daniels, S/Vizecky to recommend approval of the ordinance amendment.  
*Motion carried: 7-0*

**OTHER BUSINESS**  
None.

**LIAISON REPORTS**  
Community Services Advisory Commission: Chairperson Vrieze Daniels – No report  
City Council: Commissioner Rosenberg – No report  
HRA: Commissioner Hoberg – Recap of August 22 Work Session  
Richfield School Board: Commissioner Kitzberger – School Board election November 7  
Transportation Commission: Commissioner Hayford Oleary – 70th Street bike lane update  
Chamber of Commerce: Commissioner Vizecky – No report

**CITY PLANNER’S REPORT**  
Stark gave a brief update on personnel changes in the Community Development Department.

**ADJOURNMENT**  
M/Vizecky, S/Rosenberg to adjourn the meeting.  
The meeting was adjourned by unanimous consent at 9:16 p.m.

Planning Commission Secretary
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an ordinance that would make small wireless facilities a conditional use in single-family residential districts and consideration of a resolution authorizing summary publication of said ordinance.

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.

This 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. These standards are attached for reference.

RECOMMENDED ACTION:
By motion:
1. Approve an ordinance making "small wireless facilities” a conditional use in the Single-Family (R and R-1) Districts; and
2. Approve a resolution authorizing summary publication of an 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.
   - Since the first reading of the ordinance on September 12, 2017, definitions have been added to the text, but no substantive changes have been made.
   - In instances where the full text of an amendment is cumbersome and the expense of publication of the full text is not justified, the city is permitted to publish a summary of the approved text.

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 approved a first reading of the ordinance on September 12, 2017.

ALTERNATIVE RECOMMENDATION(S):
   - None

PRINCIPAL PARTIES EXPECTED AT MEETING:
   None

ATTACHMENTS:

<table>
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<th>Description</th>
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<tr>
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<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<tr>
<td>Conditional Use Permit Criteria</td>
<td>Exhibit</td>
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</table>
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 507.07 of the Richfield City Code is amended to add the following Subdivisions 145-147 to read as follows, and by now renumbering all following subdivisions accordingly:

**Subd. 145.** “Wireless facility.” Wireless facility has the meaning given in Minnesota Statutes, Section 237.0162, Subdivision 13.

**Subd. 146.** “Wireless facility, small.” Small wireless facility has the meaning given in Minnesota Statutes, Section 237.0162, Subdivision 11.

**Subd. 147.** “Wireless support structure.” Wireless support structure has the meaning given in Minnesota Statutes, Section 237.0162, Subdivision 16.

Section 2  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 3  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 4  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 5  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 6  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
RESOLUTION NO. _____

RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE TO CONDITIONALLY
PERMIT SMALL WIRELESS FACILITIES
IN SINGLE-FAMILY RESIDENTIAL DISTRICTS

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

WHEREAS, the verbatim text of the amendment 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. ________

AN ORDINANCE AMENDING THE RICHFIELD CITY CODE TO CONDERNATIONALLY PERMIT SMALL WIRELESS FACILITIES IN SINGLE-FAMILY RESIDENTIAL DISTRICTS

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

In response to changes in State Law that allow small wireless facilities in all rights of way, this ordinance add conditions to facilities wishing to locate within Single-family (R and R-1) Districts. Conditions include compliance with city performance and design standards, and the continued protection of public health, safety, and welfare.

Copies of the ordinance are available for public inspection in the City Clerk’s office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 26th day of September, 2017.

Pat Elliott, Mayor

ATTEST:

______________________________
Elizabeth VanHoose, City Clerk
General Criteria for Issuance of a Conditional Use Permit

Subd. 6. Conditions for issuance. The Council may not grant a conditional use permit unless it finds that all of the following conditions will be met:

a) The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan;

b) The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use;

c) The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines;

d) The proposed use is or will be in compliance with the performance standards specified in Section 544 of this Code;

e) The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements;

f) The use will not have undue adverse impacts on the public health, safety, or welfare;

g) There is a public need for such use at the proposed location; and

h) The proposed use meets or will meet all the specific conditions set by this Code for the granting of such conditional use permit.