Call to order

1. 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 an agreement allowing Metro Sales to temporarily use City property at 1710 - 78th Street East for employee parking.
      Staff Report No. 128
   B. Consideration of the approval of a Construction and Maintenance Agreement with Plaza 66 that defines ownership and maintenance responsibilities for certain features constructed at 1601 66th Street East.
      Staff Report No. 129

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

3. Special Meeting Items

   Interviews of executive search firms (Hue Life and The Mercer Group) and consideration of the hiring of an executive search firm to complete recruitment of a City Manager.
   Staff Report No. 130

4. 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.
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an agreement allowing Metro Sales to temporarily use City property at 1710 - 78th Street East for employee parking.

EXECUTIVE SUMMARY:
Metro Sales operates from property located at 1640 - 78th Street East. Historically, they have leased additional parking for employees from Adler Graduate School (1550 - 78th Street East). The sale of the property and pending construction of the Morrie's Jaguar/Land Rover on this site have required Metro Sales to look elsewhere for parking and to consider a reconfiguration of their existing parking lot to add additional parking. Parking lot modifications are scheduled for August and will take approximately one month. Metro Sales has requested permission to have employees temporarily park on a portion of the City’s property at 1710 - 78th Street East. While this property will be needed for construction and storage during the 77th Street underpass project, there would be no conflict in allowing this use for a short time.

The agreement allows employee parking on the City-owned property through the month of September. During the period of use, Metro Sales will be responsible for the maintenance of the property. Finally, the attached agreement indemnifies the City against claims related to Metro Sales’ use of the property.

RECOMMENDED ACTION:
By motion: Approve an agreement allowing Olin 1, LLC (dba Metro Sales) to temporarily park employee vehicles on City property located at 1710 - 78th Street East.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • None
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • None
C. CRITICAL TIMING ISSUES:
   • Employee parking space is an immediate need for the property owner.
D. FINANCIAL IMPACT:
Olin 1, LLC will pay the City $231.75 per month (or portion thereof) for use of the property.

E. **LEGAL CONSIDERATION:**
   - The agreement was drafted by the City Attorney.

**ALTERNATIVE RECOMMENDATION(S):**
   - Deny a request for temporary use of 1710 - 78th Street East for employee parking by Metro Sales.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
PARKING AGREEMENT

THIS PARKING AGREEMENT (“Agreement”) is made this ____ day of ____________, 2018 between the City of Richfield, (“City”) and Olin 1, LLC, a Minnesota limited liability company (“Owner”).

RECITALS

A. The City owns a vacant parcel at 1710 – 78th Street East with available parking area (the “Property”); and

B. Owner is in need of a temporary parking area while Owner’s property is under reconstruction; and

C. Owner has requested that the City permit it the non-exclusive use of the Property for parking purposes while its property is under reconstruction.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree and stipulate as follows:

1. Grant of Permit. The City hereby grants the Owner and its invitees a permit of non-exclusive use of the Property for parking purposes pursuant to the terms of this Agreement. The Owner may not utilize the Property for any other purposes. The Owner must use the Property in compliance with the terms and conditions of this Agreement, and all federal, state, and local laws, ordinances, rules, and regulations.

2. Access. The Owner and its invitees shall be permitted to non-exclusive use of the Property for parking purposes beginning on August 1, 2018 until September 30, 2018. Access shall be limited to these dates, except as otherwise agreed to, in writing, by the Community Development Director or his designee.

3. Use. The Owner and its invitees shall use care in parking vehicles on the Property so that it does not damage the Property. The Owner shall be responsible for repairing, at its sole expense, any damage to the Property caused by the parking of vehicles. Whether or not damage to the Property was caused by the Owner or its invitees is within the sole and reasonable judgment of the City. The Owner and its invitees shall be responsible for cost, installation and maintenance of erosion control on the Property for the term of the agreement. This may include but is not limited to street sweeping, erosion control silt fencing, storm sewer inlet protection, and any other BMPs determined necessary by routine City inspection.

4. Term. The Owner and its invitees shall be permitted non-exclusive use of the Property for parking purposes beginning on August 1, 2018 until September 30, 2018. The Owner may request and the City may agree to extend the term of this Agreement in its sole discretion. Said extension shall be in writing and executed by both parties to this Agreement.
5. **Compensation.** The Owner agrees to compensate the City the sum of $231.75 per month, or portion thereof, for use of the Property, payable on the first of the month.

6. **Risk of Loss.** During the term of this Agreement, the City shall not be liable for any loss or damage to any vehicle or property of Owner or its employees, agents, or invitees. The Owner acknowledges that any vehicles or other property stored on the Property are not covered by the City’s insurance and all risks relating to the Owner’s use of the Property shall be borne exclusively by the Owner.

7. **Insurance and Indemnification.** Before commencing use of the Property, Owner must provide a certificate of insurance to the City, showing that Owner has property insurance and liability coverage in an amount not less than $1,000,000 per occurrence, for bodily injury and property damage. The Owner hereby releases and agrees to defend, indemnify, and hold harmless the City, its officials, agents, employees, representatives, and contractors from liability for claims for bodily injury and property damage arising out of, or related to, the Owner’s use of the Property in connection with this Agreement.

9. **Waiver.** Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes or otherwise.

10. **Termination.** The City may terminate this Agreement at any time upon 5 days’ written notice to the Owner, or immediately, upon written notice to the Owner, if any activities by the Owner, or its’ invitees, are deemed by the City, in its sole discretion, to have an adverse impact on the public health, safety, or welfare.

11. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

   a. To the City:
   
   City of Richfield
   ATTN: Melissa Poehlman
   Assistant Director of Community Development
   6700 Portland Avenue
   Richfield, MN 55423

   b. To Olin 1, LLC:
   
   Jerry Mathwig, Chief Executive Officer
   1640 78th Street East
   Richfield, MN 55423

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 11.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument and may not be amended or modified except by a writing signed by the parties hereto.
13. **Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

14. **Entire Agreement.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

15. **Relationship of Parties.** Nothing in this Agreement shall be interpreted or construed as a partnership or joint venture between the City and the Owner concerning the Owner’s use of the Property. This Agreement shall not be interpreted to be any type of lease or easement affecting the Property and does not convey an interest in the Property to the Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

**CITY OF RICHFIELD**

By: __________________________
Its City Manager

By: __________________________
Its Mayor:

**OLIN 1, LLC**

By: __________________________
Its: __________________________
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a Construction and Maintenance Agreement with Plaza 66 that defines ownership and maintenance responsibilities for certain features constructed at 1601 66th Street East.

EXECUTIVE SUMMARY:
The properties at 1601 66th Street East were redeveloped to construct a single multi-tenant commercial building. The construction included site improvements on both public and private property. The City has worked with the Developer to draft a Construction and Maintenance Agreement that defines ownership and maintenance responsibilities for the site and boulevard improvements constructed during the redevelopment project. These improvements and responsibilities are listed in Exhibit C attached and include:

- Sidewalk
- Landscaping and Irrigation
- Boulevard Trees
- Street and Sidewalk Lighting
- Public Utilities within Easements
- Stormwater Control Devices

RECOMMENDED ACTION:
By motion: Approve the Construction and Maintenance Agreement with Plaza 66 that defines ownership and maintenance responsibilities for certain features constructed at 1601 66th Street East.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • The City required the redevelopment to provide water quality treatment and detention before storm water enters the City system. The onsite treatment structures and detention pond will help to remove initial suspended sediment before the water eventually makes it's way to Taft Lake.
   • The Agreement provides direction on the annual inspection and maintenance of the treatment structure and detention pond as well as the utilities and public items within private property.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • The City requires a Construction and Maintenance Agreement for redevelopment projects containing boulevard improvements and/or storm water treatment structures.
C. **CRITICAL TIMING ISSUES:**
   - No critical timing issues are identified.

D. **FINANCIAL IMPACT:**
   - The Agreement requires the property owner to cover all costs related to inspection and maintenance of the storm water system.
   - The Agreement requires the property owner to reimburse the City for any costs incurred in performing activities identified as the responsibility of the property owner.
   - Financial responsibilities of other items varies per the agreement.

E. **LEGAL CONSIDERATION:**
   - The City Attorney was consulted during the negotiations of terms and has reviewed the agreement.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council may choose to not approve the drafted agreement and instruct staff on how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Plaza 66 C&amp;M Agreement</td>
<td>Contract/Agreement</td>
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<tr>
<td>Plaza 66 C&amp;M Exhibit A</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Plaza 66 C&amp;M Exhibit B</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Plaza 66 C&amp;M Exhibit C</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
CONSTRUCTION AND
MAINTENANCE AGREEMENT

This agreement, made and entered into as of the _______ day of ________, 2018 by and between _________________________, a _______________ (“Owner”) and the City of Richfield, Minnesota, a Minnesota municipal corporation (“City”)

Recitals
A. Owner is the owner of a certain tract and parcel of land lying within the City on land legally described in the attached Exhibit A (“Property”).

B. The Owner has undertaken the construction of buildings and related site improvements (“Site Improvements”) on the Property.

C. The City has granted approval to Owner to construct a parking lot and related storm drainage improvements on the Property, which drainage improvements drain into the public storm sewer system (“Public System”). The storm water drainage improvements include an underground treatment structure (“Treatment Structure”), to be constructed by Owner, that will treat storm water before it enters the Public System. The Treatment Structure is designed to provide rate control and to reduce pollutants and other particles in the storm water passing through the Property prior to entry into the Public System. In order for the Treatment System to function as designed, it must be inspected and cleaned routinely. The location of the Treatment Structure is depicted on the site plan attached as Exhibit B.

D. The drainage improvements on the Property also include a surface pond storm water detention system and outlet control structures (“Detention System”) which temporarily stores storm water on the Property before delivering it to the Public System. The Detention System must be inspected and maintained routinely in order to function as designed.
E. In conjunction with the construction of the Site Improvements, certain improvements and betterments ("Public Area Improvements") are to be constructed on portions of the City right-of-way and public easements abutting the Property (collectively, the "Public Areas"). The Public Area Improvements are described and located on the site plan attached as Exhibit B.

F. The parties are desirous of entering into this Agreement for the purpose of providing the basis for the inspection, repair, replacement and maintenance of the Treatment Structure, Detention System, and the Public Improvements and setting forth the remedies for failure to comply with the provisions of this Agreement.

**Agreement**

The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and are made a part of this Agreement. For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Treatment Structure, Design and Construction.** The Owner has constructed and paid for the Treatment Structure.

2. **Treatment Structure, Inspection and Cleaning.** The Owner shall be responsible for inspecting and cleaning the Treatment Structure at intervals of not less than once every 12 months, and more often as requested by either party, in accordance with the manufacturer’s guidelines. The Owner shall provide the City with an annual report documenting the inspection and maintenance of the Treatment Structure on or before December 31 of each year.

3. **Treatment Structure, Repair and Replacement.** The Owner shall be responsible for the repair or replacement of the Treatment Structure as needed.

4. **Detention System.** The Owner agrees to perform annual inspection of the Detention System. Owner agrees to perform any maintenance required as a result of the annual inspection in accordance with the manufacturer’s guidelines. The Owner shall provide the City with an annual report documenting the inspection and maintenance of the Detention System on or before December 31 of each year.

5. **Public Area Improvements, Construction, Installation, Maintenance, Repair and Replacement.** The parties agree to undertake the responsibilities for the construction, installation, maintenance, repair and replacement of the Public Area Improvements, and the intervals for the doing of such work are all as described in Exhibit C. The City will have a reasonable time to review and approve, reject or require modifications to the plans and specifications for all work done within the Public Areas by Owner. All costs incurred by the City in performing those activities will be reimbursed.
by the Owner within 15 business days following the receipt of an invoice for such activities. In addition to the foregoing, the City will provide basic snow removal on the public sidewalks in the Public Areas. If the Owner desires additional removal or treatment, it may provide these services at its own expense. Any such additional removal is subject to the requirements of Paragraphs 6 and 8.b. Sidewalk damage, or damage to adjacent areas, due to the use of heavy equipment, excessive salt/chemical, and/or any other damage caused by the Owner will be repaired by Owner at the Owner's cost, and be such work is subject to the provisions of Paragraphs 6 and 8.b., and the cure provisions contained in Paragraph 8.c.

6. **Public Area Improvements. Right of Access.** Subject to compliance with any preconditions contained in the City Code, the City grants to the Owner, its agents and employees the right to enter onto the Public Areas to perform the work required to be performed by the Owner pursuant to Paragraph 5. The Owner agrees that it will not interfere with the public use of the Public Areas. The Owner will notify the City and any other agency having jurisdiction over, or an interest in, the Public Areas or abutting streets and highways at least 48 hours in advance of any scheduled work; and will comply with any requirements of the City or such other agency governing signage and other regulations governing work in the Public Areas including, without limitation obtaining any additional permits, licenses or approvals needed for the doing of such work.

7. **Public Area Improvements. Ownership.** Exhibit C designates the Public Area Improvements which are to be constructed by Owner and conveyed to the City following the City inspection of the work and notification to the Owner that it will accept conveyance. The conveyance shall be by bill of sale; and will be warranted by Owner to be free and clear of any liens or encumbrances. Any warranties available as a result of construction of such Public Area Improvements will be assigned to the City, and, to the extent available, will be utilized to offset Owner’s maintenance obligations hereunder.

8. **Miscellaneous Provisions.**

   a. **Maintenance, repair and replacement obligation.** The party having the maintenance, repair or replacement obligation shall have the affirmative obligation of assuring the item to which the obligation attaches is always kept in good, safe, operable and presentable condition; and shall be responsible for determining the present condition of the item on an ongoing basis; provided, that if the City becomes aware of a condition in an item for which the Owner is obligated, it shall notify the Owner in writing whereupon the Owner shall promptly inspect, and as needed, maintain, repair or replace the item within 30 days of the date of such notification by the City.

   b. **Insurance, Indemnity.** The Owner will, during the term of this Agreement, maintain coverages from insurance companies and at levels acceptable to the City, insuring against claims for injury, property damage or death caused by any activities conducted by Owner, its officers, agents or employees within the Public Areas or caused by the failure of Owner, as obligated hereunder, to properly maintain, repair, or
replace Public Area Improvements. The Owner also agrees to defend, indemnify, and hold harmless the City, its officers, agents and employees from any claims or causes of action occasioned by or arising out of the Owner’s activities or failure to perform activities under this Agreement. The Owner’s indemnification obligation shall not extend to claims which are the result of the negligence or the willful misconduct of the City, its officers, agents or employees.

c. **Default.** If the either party defaults in any of its obligations hereunder, after notice of such default and failure to cure within 30 days following such notification, unless extended upon mutual agreement of the parties, the non-defaulting party may pursue whatever remedies are available to it at law or in equity. The non-defaulting party may also terminate this Agreement following such notice and the failure to cure, except that the Owner’s obligation to construct, repair, maintain and reconstruct the Treatment Structure and Detention System shall survive such termination. In addition to such remedies, if the Owner is the defaulting party, and the default relates to activities within the Public Areas, the City may, after such notice and cure period, perform the work and recover the entire cost of such work against the Owner through a lien against the Property to be collected as a special assessment. The Owner agrees and stipulates that any such work will be for the betterment of the Property, and that the value of the Property will be increased by at least the cost to the work. The Owner for itself, its successors and assigns, waives any rights it may have to challenge the amount of the assessment, and any right to notice and a hearing pursuant to Minnesota Statutes Chapter 429 or other applicable laws. In addition to placing an assessment lien against the Property, the City may also seek to impose and collect a lien pursuant to Minnesota Statutes, Section 514.67.

d. **Term.** Unless earlier terminated as provided in Paragraph 8.c. above, this Agreement shall remain in full force and effect until terminated by the mutual written agreement of the parties.

e. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Owner will secure the joinder or consent of any holders of liens or encumbrances on the Property; and certifies and represents to the City that there are no liens or encumbrances affecting the Property for which consents or waivers have not been obtained.

f. **Other Approvals.** This Agreement shall not relieve Owner from the need to obtain all licenses, permits and approvals which are required by the City and other permitting and licensing authorities to allow for the development of the Property. Nor shall this Agreement be deemed a waiver of the City’s legislative judgment in considering the granting of any such licenses, permits or approvals. Additionally, no structure or improvement which is the subject of this Agreement may be constructed until any necessary land use approvals and/or variances, if applicable, have first been obtained.

g. **No Interest in Land.** Neither the provisions nor its recording among the land records shall be deemed to create any interest of the Owner in the Public Areas; but
rather shall be construed as merely giving Owner the permission to occupy and utilize the Public Areas consistent with provisions and limitations of this Agreement.

h. **Notices.**

   City: City of Richfield  
   6700 Portland Avenue S.  
   Richfield, MN 55423  
   Attn: __________________

   Owner:

i. **Severability.** If any provision of this Agreement is invalid or unenforceable, such provision, if feasible, shall be deemed to be modified to be within the limits of enforceability or validity; if, however, the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

j. ** Entire Agreement, Amendment.** This Agreement, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by the parties.

k. **Exhibits.** All exhibits revered to in and attached to this Agreement are incorporated and made a part of this Agreement.

l. **Counterpart Signatures.** This Agreement may be executed simultaneously in two of more counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.
Signature Page for City

CITY:

CITY OF RICHFIELD,
A municipal corporation

By: _____________________________
Its Mayor

By: ______________________________
Its City Manager

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ___ day of ________, 2018, by _____________, the Mayor of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

_______________________________________
Notary Public

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ___ day of ________, 2018, by _____________, the City Manager of the City of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

_______________________________________
Notary Public
OWNER:

[Insert signature lines and acknowledgment]
Exhibit A

Legal Description

Lot 1, Block 1, Plaza 66 in Richfield, Hennepin County, Minnesota.
IMPROVEMENTS SHOWN ON THE PLANS.

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

HE STORM SEWER STRUCTURE SCHEDULE

<table>
<thead>
<tr>
<th>Location</th>
<th>RICHFIELD, MN</th>
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</thead>
<tbody>
<tr>
<td>Plan No.</td>
<td>PLAZA 66</td>
</tr>
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</table>

ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION

SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.

ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE

CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT

Contractor shall maintain a copy of the following:

- Geotechnical report
- Geotechnical engineering report
- Geotechnical report of Minnesota
Exhibit C
1601 E 66th St – Plaza 66
Utility and Public Area Improvements

<table>
<thead>
<tr>
<th>Public Area Feature</th>
<th>Ownership</th>
<th>Maintenance, Repair, Replacement Responsibility</th>
<th>Responsible for the Cost of Operation &amp; Maintenance</th>
<th>Inspection &amp; Maintenance Cycle</th>
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<tbody>
<tr>
<td>Sidewalk (Public ROW &amp; Easement Area)*</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>Annually</td>
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<tr>
<td>66th Street Sidewalk Snow Removal</td>
<td>City</td>
<td>See Paragraph 5</td>
<td>See Paragraph 5</td>
<td>As needed</td>
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<td>16th Avenue Sidewalk Snow Removal</td>
<td>City</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
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<tr>
<td>Patio and Sidewalk Extensions Within ROW</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
</tr>
<tr>
<td>Landscaping</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
</tr>
<tr>
<td>Private Irrigation</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
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<tr>
<td>Public Utilities (Storm, Sewer, Water)</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Storm Water (Treatment Structure and Detention System)</td>
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<td>Owner</td>
<td>Owner</td>
<td>Annually (report to be submitted to City)</td>
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<td>Pedestrian Sidewalk Lighting</td>
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<td>As needed</td>
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<tr>
<td>Street Lights</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Boulevard Trees</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Regional Trail (Richfield Parkway)</td>
<td>Three Rivers Park District (TRPD)</td>
<td>City/TRPD</td>
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<td>As needed</td>
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</tbody>
</table>

* - Note: The sidewalk constructed within the project property is NOT located within a Public Area, is not public sidewalk, and is not subject to this agreement.
ITEM FOR COUNCIL CONSIDERATION:
Interviews of executive search firms (Hue Life and The Mercer Group) and consideration of the hiring of an executive search firm to complete recruitment of a City Manager.

EXECUTIVE SUMMARY:
On July 10 and July 16, 2018, the City Council reviewed proposals from six executive search firms. The Council narrowed the pool down to two firms to be interviewed on August 2. It is anticipated that each firm will make a presentation and stand for questions independent of the other firm. Each of those presentation and question segments will likely be in the 30 to 45 minute range. Council Members should be familiar with the materials that each of the firms presented in their initial proposal and be prepared to follow up on any information that you may wish to clarify or want additional details on, if not provided in the materials or the presentation.

After the interviews, the City Council should discuss the proposals and select a firm to hire to complete the recruitment of a new City Manager.

RECOMMENDED ACTION:
By motion: Approve the hiring of an executive search firm to complete recruitment of a City Manager.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - Information is contained in the Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - None
C. CRITICAL TIMING ISSUES:
   - Selection of an executive search firm will allow the recruitment process to begin and be completed prior to the current City Manager's retirement on November 30, 2018.
D. FINANCIAL IMPACT:
   - None
E. LEGAL CONSIDERATION:
• None

ALTERNATIVE RECOMMENDATION(S):
• None

PRINCIPAL PARTIES EXPECTED AT MEETING:
Hue Life and The Mercer Group