Call to order

1. Review and approval of a position profile for the City Manager recruitment.

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 6, 2018

Council Memorandum No. 68

The Honorable Mayor
and
Members of the City Council

Subject: Approval of Position Profile for City Manager Search

Council Members:

At a special City Council work session September 11, 2018, at 5:15 p.m., Richfield Fursman of Huelife will present the position profile for the City Manager recruitment. This will be an opportunity to make final edits and approve the profile, in order for the recruitment to begin on September 12.

Please contact Jared Voto, Executive Aide/Analyst, at 612-861-9701 with questions.

Respectfully submitted,

Steven L. Devich
City Manager

SLD: jjv
Email: Assistant City Manager
Department Directors
Call to order

1. I-494: Airport to 169 project

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.
Council Memorandum No. 69

The Honorable Mayor
and
Members of the City Council

Subject: I-494: Airport to 169 Project

Council Members:

Andrew Lutaya, MnDOT West Area Engineer, will be presenting on the I-494: Airport to 169 Project at the upcoming concurrent City Council and Planning Commission work session on September 11, 2018, at 6 p.m. The presentation, which is attached, will provide an overview of the project and timeline. City staff expects future meetings in which major issues such as surface water management and local access impacts will be discussed in greater detail.

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

Respectfully submitted,

Steven L. Devich
City Manager

SLD:sjk
Attachment
Email: Assistant City Manager
Department Directors
1. Project Location & Overview
   A. Scope/Goals
   B. Project Budget

2. Project Structure
   A. Teams/Committees
   B. Engagement Strategy

3. Schedule Overview

4. Environmental Document
   Clearance

5. Traffic Management Planning

6. Other Considerations
   A. Segmentation for Construction

7. Current Project Risks
Primary goal is to provide long-term and sustainable solutions for all highway users

**Current Needs**
- Address deficient bridges and pavement conditions
- Increase mobility
- Improve travel time reliability
- Maintain/improve transit advantages

**Project Budget**

**Funded**
- $205M Corridors of Commerce Funding
- $20M (FY 2023) Pavement (MN River to 24th)

**Unfunded needs (thus far)**
- $50M Pavement Rehab (btn 24th and TH 100)
- $20M for bridges (12th, Portland, Nicollet)
- Drainage System upgrade
Project Development Structure

Project Team
- West Area Manager
- West Area Engineer
- MnDOT Resident Engineer
- Senior Engineer
- Strategic Engagement Coordinator
- Public Affairs Coordinator
- Consultant Team Lead
- Public Engagement Team

Project Management Team
- Project Team Reps
- FHWA Division Reps
- Metro Transit
- Hennepin County Director
- Local City Public Work Directors
- I-494 Coalition
- 35W Solutions Alliance
- Mall of America
- Metropolitan Airport Commission

Technical Advisory Committee
- Project Team Reps
- FHWA Area Engineer
- Transit Services Reps
- County Engineering Rep
- Local City Engineering Reps

Sub Cabinet Committee
- Lead: MnDOT Commissioner

Policy Advisory Committee
- Lead: District Engineer

Metro Senior Leadership
- Lead: District Engineer

Stakeholder Committee

Consultant Team

Technical Advisory Committee
- Project Team Reps
- FHWA Area Engineer
- Transit Services Reps
- County Engineering Rep
- Local City Engineering Reps

Stakeholder Outreach
- Business / Commerce Chambers
- Local Neighborhood Groups
- Local Churches, Schools, Coalition Groups
- HC public services, Freight, MOA, MAC, Port of Savage

Sub Cabinet Committee
- Governor’s Office
- MPCA
- Dep. Human Rights
- Dept. Natural Resources
- MMB
- FHWA Div Administrator
- Metropolitan Council Chair
- Metro Transit GM-Transit
- HC Asst. Administrator-Public Works

Policy Advisory Committee
- Metro District Engineer
- Sen Melisa Franzen
- Sen Melissa Halvorson Wiklund
- Sen Patricia Torres Ray
- Rep Jean Wagenius
- Rep Linda Slocum
- Rep Paul Rosenthal
- Henn. Co Commissioner McLaughlin
- Henn. Co Commissioner Goettel
- Henn. Co Commissioner Callison
- Area City Council Reps
## Project Development Schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Estimated Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection of Preferred Build Alternative *</td>
<td>January 2019</td>
</tr>
<tr>
<td>Construction Limits/Begin R/W Acq.</td>
<td>April 2019</td>
</tr>
<tr>
<td>Develop Phasing of Full Build Vision</td>
<td>April 2019</td>
</tr>
<tr>
<td>Municipal Consent</td>
<td>August 2019</td>
</tr>
<tr>
<td>FONSI – Approve Environmental Assessment*</td>
<td>October 2019</td>
</tr>
<tr>
<td>Possible Award of Early Work Packages (DB)</td>
<td>April 2020</td>
</tr>
<tr>
<td>Final Plan Design Development completion</td>
<td>September 2021</td>
</tr>
<tr>
<td>R/W Acquisition Complete &amp; Agreements</td>
<td>October 2021</td>
</tr>
<tr>
<td>Construction of Highway Expansion Project</td>
<td>January 2022 – December 2023</td>
</tr>
</tbody>
</table>

* FHWA Concurrence Points
DB – Design Build Project delivery method
Environmental Assessment Process

Concurrence Points & Public Engagement Plan

1. Develop Purpose & Need
2. Evaluation Criteria
3. Determine Study Area & Logical Termini
4. Finalize Purpose & Need based on Public Input
5. Develop alternatives that meet Purpose & Need
6. Select Preferred Alternatives & develop EA
7. FONSI

Project Management Team
Technical Advisory Committee
MnDOT Functional Groups
Consultant Team

Policy Advisory Committee
CoC Executive Team
Metro Senior Leadership

Stakeholder Outreach
Policy Advisory Committee
Project Management Team

Community Noise Advisory Groups
Project Management Team
Technical Advisory Committee
MnDOT Functional Groups
Consultant Team

Stakeholder Outreach
Policy Advisory Committee
CoC Executive Team
Metro Senior Leadership

Stakeholder Outreach
Sub Cabinet Committee
Policy Advisory Committee
Project Management Team
Look Ahead Schedule

• September
  • Draft Purpose and Need *
  • Draft Alternative Evaluation Criteria *
  • Study Area and Logical Termini *

• October
  • Final Purpose and Need *
  • Final Alternative Evaluation Criteria
  • ADA Scoping

• November
  • Draft Alternatives That Meet Purpose and Need *

* FHWA Concurrence Point
Look Ahead Schedule

• September
  • Draft Purpose and Need *
  • Draft Alternative Evaluation Criteria *
  • Study Area and Logical Termini *

• October
  • Final Purpose and Need *
  • Final Alternative Evaluation Criteria
  • ADA Scoping

• November
  • Draft Alternatives That Meet Purpose and Need *

* FHWA Concurrence Point
Segmentation for Construction

1. No reduction of capacity on mainline I-494 before 2022

2. Potential multiple lettings/early work packages
   - Replacing 12th Ave, Portland Ave, Nicollet Ave, RR Bridges
   - Part of Phase 1 - 35W/494 Reconstruction to align with Metro Transit’s Orange Line Knox Avenue Underpass project
   - Utilities Relocation

3. Multiple Project Delivery Methods
   - Design-Build (DB)
   - Design-Bid-Build (DBB)
   - Construction Manager/General Manager (CM/GC)
Currently Identified Project Risks

1. Right of Way
   - Storm runoff treatment – 2014 Study estimated $105 Million for ponding
   - Corridor Expansion – Adding lanes in each direction
   - I-35W/494 Interchange – Accommodate additional ramps

2. Drainage Accommodations
   - Existing system is over capacity – 2014 Study estimated $200 Million for system that avoids R/W purchase
   - New impervious from highway expansion.

3. Environmental Assessment Approval
   - MnPASS vs General Purpose Lane vs HOV Lane

4. Project Budget
   - Other unfunded Infrastructure Needs i.e. Bridges, Pavement, etc
   - Operational Limits of MnPASS
Thank you!

Andrew Lutaya, P.E
651-234-7563
REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 11, 2018
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 concurrent City Council and Planning Commission work session of August 20, 2018; (2) Special concurrent City Council, Housing and Redevelopment Authority, and Planning Commission work session of August 20, 2018; (3) Special City Council work session of August 21, 2018; (4) Special City Council meeting of August 21, 2018; (5) Special City Council work session of September 4, 2018; (6) Special City Council meeting of September 5, 2018.

PRESENTATIONS

1. Open Streets at Penn Fest on Sunday, September 16 from 12-5 p.m.
2. Bonnie Paulson, Bloomington Public Health Administrator
3. Proclamation declaring September 9-15, 2018, as direct support professionals recognition week in the city of Richfield

COUNCIL DISCUSSION

4. Hats Off to Hometown Hits

AGENDA APPROVAL

5. Approval of the Agenda

6. 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 adoption of resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process and scheduling a public hearing for October 9, 2018.
B. Consideration of the adoption of resolutions pertaining to the annual 77th Street maintenance district assessment process and scheduling a public hearing for October 9, 2018.

C. Consideration of the adoption of a resolution declaring costs to be assessed for removal of diseased trees from private property for work ordered in 2017 and scheduling a public hearing for October 9, 2018.

D. Consideration of the adoption 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.

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

F. Consideration of the adoption of a resolution approving eligible deferral of special assessments against an owner occupied property.

G. Consideration of the adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2019 for General Services, Management, Fire bargaining unit, Police bargaining unit, Sergeant bargaining unit, and Lieutenant bargaining unit.

H. Consideration of the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

I. Consideration of the approval of the 2018-2019 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/bio-terrorism and the development of a response system.

J. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of food inspection services for Richfield for 2019.

K. Consideration of the approval of a request for the temporary expansion of the licensed premises for Davanni's, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 16, 2018, in conjunction with Richfield’s Open Streets at Penn Fest event.

L. 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 strong beer in their parking lot on Sunday, September 16, 2018, in conjunction with Richfield's Open Streets at Penn Fest event.

M. 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 11, 2018, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

N. Consideration of the approval of the first reading of an ordinance rezoning properties between Taft Park and 65th Street, and 16th Avenue and Richfield Parkway as Planned Multi-Family Residential (PMR).

O. Consideration of the approval of an Amendment to the Agreement for Management Services with Wheel Fun Rentals, LLC to continue management services for Malt-T-Melt Mini-Golf.
7. Consideration of items, if any, removed from Consent Calendar

**PROPOSED ORDINANCES**

8. Consideration of the approval of the first reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners and scheduling a second reading on September 25, 2018.

Staff Report No. 156

**RESOLUTIONS**

9. Consideration of the adoption of a resolution opposing the concept of allowing strong beer, spirits and wine to be sold, for off premise consumption, at any outlet other than the municipal liquor stores.

Staff Report No. 157

**OTHER BUSINESS**

10. Consideration of the appointment of youth members to City advisory board/commissions.

Staff Report No. 158


Staff Report No. 159

**CITY MANAGER’S REPORT**

12. City Manager’s Report

**CLAIMS AND PAYROLLS**

13. Claims and Payrolls

Open forum (15 minutes maximum)

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

**CLOSED EXECUTIVE SESSION**

14. Closed Session pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(c)(2) to discuss protected nonpublic appraisal data (classified pursuant to Minnesota Statutes, Section 13.44, Subd. 3(a)) on the Motel 6 Property located at 7636 Cedar Avenue South, Richfield, Minnesota, and a Closed Session pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(b) for an attorney-client privileged discussion of the amount of the last written offer to be made pursuant to Minnesota Statutes, Section 117.031.

**RESOLUTIONS**

15. Consideration of the adoption of a resolution approving the 77th Street Improvements Final Layout dated October 2017 and the use of eminent domain to acquire private property as required for the construction of the 77th Street/Richfield Parkway Project.

16. Adjournment

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

The work session was called to order by Mayor Elliott at 6:00 p.m. in the Bartholomew Room.

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

Planning Commission Members Present: Sean Hayford Oleary, Chair; Susan Rosenberg; Bryan Pynn; and Kathryn Quam.

Planning Commission Absent: James Rudolph; Daniel Kitzberger; and Allysen Hoberg.

Staff Present: Steven L. Devich, City Manager; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; and Julie Urban, Housing Manager.

Item #1: HOUSING PROPOSAL AT 66TH STREET AND QUEEN AVENUE

Assistant Community Development Director Poehlman introduced the developer and the project.

Erik Winegarden and David Lundy of Broadway Investors LLC, the developer, made a brief presentation of three proposed project options and stood for questions.

ADJOURNMENT

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

Date Approved: September 11, 2018
The work session was called to order by Mayor Elliott at 6:33 p.m. in the Bartholomew Room.

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

HRA Members Present: Mary Supple, Chair; Michael Howard; Sue Sandahl; Erin Vrieze Daniels; and Pat Elliot.

Planning Commission Members Present: Sean Hayford Oleary, Chair; Susan Rosenberg; Bryan Pynn; and Kathryn Quam.

Planning Commission Absent: James Rudolph; Daniel Kitzberger; and Allysen Hoberg.

Staff Present: Steven L. Devich, City Manager; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; and Julie Urban, Housing Manager.

### Item #1

**HOUSING PROPOSAL ON PORTLAND AVENUE BETWEEN 66TH AND 67TH STREETS**

Housing Manager Urban introduced the project and the developer.

Victoria Perbix, Interstate Development, presented an affordable family housing concept near the corner of 66th Street and Portland Avenue. She showed a site plan for the building and a rendering of the exterior.

### ADJOURNMENT

The work session was adjourned by unanimous consent at 7:00 p.m.
Date Approved: September 11, 2018

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 6:15 p.m. in the Bartholomew Room.

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

Council Members Absent: Michael Howard.

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Neil Ruhland, Media Coordinator; Jared Voto, Executive Aide/Analyst.

Item #1 CITY BRANDING AND COMMUNICATION UPDATE

Media Coordinator Ruhland presented on the City’s recent communication projects, Richfield’s lack of visual identity and use of different visual styles in publications, the branding process that included a taskforce of employee residents, and the proposed brand elements including personality, style, voice, color, typography, and logo usage.

Council Members commented on the importance of communication and informing the public of what local government does. Council Members also discussed their thoughts and gave feedback on the proposed brand elements.

Media Coordinator Ruhland shared the next steps that included sharing this with division managers, final tweaks, and updating materials, templates and writing style guide.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:56 p.m.
CALL TO ORDER

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

Council Members Present: Pat Elliott, Mayor; Maria Regan Gonzalez; Edwina Garcia; Simon Trautmann and Michael Howard (arrived at 7:08 p.m.).

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; John Stark, Community Development Director; Julie Urban, Housing Manager; Russ Lupkes, Utilities Superintendent; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

Chris Faint, 4815 Nicollet Avenue, Minneapolis, Richfield firefighter and Secretary of Firefighters Local 1215, spoke regarding Local 1215’s upcoming Fire Ops 101 event on Sunday, September 23, and invited city leaders to experience firsthand what fire fighters do on a daily basis.

David Huss, 7028 Oak Grove Boulevard, spoke regarding concerns of the layout of the Lyndale Avenue reconstruction project and specifically a roundabout at 70th Street. He submitted letters to the City Council.

Laurel Vasileiadis, 7020 Lyndale Avenue, spoke regarding opposition to the design of the Lyndale Avenue reconstruction project and negative impacts of the project.

Pete Odegard, 7040 Oak Grove Boulevard, spoke regarding opposition to the design of Lyndale Avenue reconstruction project and roundabout at 70th and Lyndale.

Bruce Anderson, 7052 Oak Grove Boulevard, thanked City Manager Devich for his service to the City of Richfield and spoke regarding opposition to a roundabout at 70th Street and Lyndale Avenue.

Larry Koch, 471 Bighorn Drive, Chanhassen, and lawyer for Nola Wagner, spoke regarding opposition to the Lyndale Avenue reconstruction project and concern about his client’s access onto Lyndale Avenue near a roundabout at 70th Street.

Mayor Elliott responded that staff will continue working on this with the residents.

PLEDGE OF ALLEGIANCE
Mayor Elliott led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Howard, S/Regan Gonzalez to approve the minutes of the: (1) Special City Council work session of July 16, 2018; (2) Special concurrent City Council and Housing and Redevelopment Authority work session of July 16, 2018; (3) Special City Council work session of July 16, 2018; (4) Special City Council work session of July 24, 2018; (5) Special City Council work session of July 24, 2018; (6) Regular City Council meeting of July 24, 2018; and (7) Special City Council meeting of August 2, 2018.

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #1</th>
<th>COUNCIL DISCUSSION</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>• Hats Off to Hometown Hits</td>
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</tbody>
</table>

Council Member Regan Gonzalez spoke regarding youth advisory commissioners are being sought currently and invited youth to apply; and the 11th graders of Richfield High School were selected to attend a showing of the musical Hamilton and there is a GoFundMe page to help support the students and lower the cost of the tickets, search RHS Hamilton Field Trip to donate.

Council Member Howard spoke regarding the great evening of Night to Unite; and the Governor’s Housing Task Force released their final report and the work Richfield has done on affordable housing.

Mayor Elliott spoke regarding longtime Richfield resident Marc Jenkins’ being recently named a regents professor at the University of Minnesota and discussed his work in Richfield.

Council Member Garcia spoke regarding September 4 is the first day of school and reminded people to be aware when driving; on August 22 Richfield Historical Society continues its series on the history of Richfield; the great night of Night to Unite; and recognized former council member Sue and Mike Sandahl in the audience.

Council Member Trautmann spoke regarding Penn Fest on Sunday September 16 from 12-5 p.m. with entertainment and food trucks; and Wood Lake Nature Center’s Friends of Wood Lake membership drive is on-going and encouraged people to get a membership.

<table>
<thead>
<tr>
<th>Item #2</th>
<th>APPROVAL OF THE AGENDA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M/Trautmann, S/Regan Gonzalez to approve the agenda.</td>
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</tbody>
</table>

Motion carried 5-0.

City Manager Devich stated that it was his understanding the Council had requested to remove Item D from the consent calendar and advised the Council to reapprove the agenda with this change.
M/Elliott, S/Trautmann to approve the agenda with Item 3.D. removed from the consent calendar.

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #3</th>
<th>CONSENT CALENDAR</th>
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</table>

City Manager Devich presented the consent calendar.

A. Consideration of the approval of Minnesota Department of Transportation lease agreement No. 27710 with Amendment #5 for continued use of excess land along I-494 next to the Best Buy Campus for a Metro Transit Park and Ride parking lot and transit station. (S.R. No. 131)

B. Consideration of approval of the bid tabulation and award a contract to Visu-Sewer, Inc., for the 2018 Sanitary Sewer Rehabilitation Program in the amount of $368,904.20 and authorize the City Manager to approve contract changes under $100,000 without further City Council consideration. (S.R. No. 132)

C. Consideration of the approval of the transfer of funds to close out the 76th Street West capital project fund. (S.R. No. 133)

E. Consideration of the approval of a parking agreement with Kraus-Anderson Construction Company for non-exclusive use of the parking lot at Taft Park to park the personal vehicles of construction workers associated with the Chamberlain Housing Development. (S.R. No. 135)

F. Consideration of the adoption of a resolution authorizing a three year interim use permit to allow temporary inventory storage of vehicles on a designated parking lot of the Church of St. Richard located at 7540 Penn Avenue. (S.R. No. 136)

RESOLUTION NO. 11527
RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW TEMPORARY VEHICLE INVENTORY STORAGE AT 7540 PENN AVENUE SOUTH

This resolution appears as Resolution No. 11527.

G. Consideration of the approval of Subordination Agreements consenting to Environmental Covenants on Outlot B, Lyndale Garden Center redevelopment site (shoreline property). (S.R. No. 137)

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

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #4</th>
<th>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</th>
</tr>
</thead>
</table>

D. Consideration of the approval of an Amendment to the Agreement for Management Services with Wheel Fun Rentals, LLC to continue management services for Malt-T-Melt Mini-Golf. (S.R. No. 134)

Council Member Trautmann asked to table this item in order to have the ability to review the agreement. He stated questions about the term of the agreement.
City Manager Devich stated that staff would meet with Council Member Trautmann to answer his questions and gave additional information on the item. This item will be brought back the first meeting in September if there are no further questions.


Council Member Regan Gonzalez presented Staff Report No. 138. Council Member Regan Gonzalez commented there was a good discussion on this topic at the Housing and Redevelopment Authority meeting and asked staff to provide a summary of that discussion.

Community Development Director Stark discussed the additional costs associated with noise attenuation and why a TIF district is needed to make the project work financially. He also discussed there are different types of TIF districts and a housing TIF district is more advantageous for this type of townhome project. Lastly, he discussed that some of the property isn’t paying property taxes currently and this development will bring immediate tax revenue to the City, County, and School District.

Council Member Regan Gonzalez opened the public hearing.

Alainna Samuelson, 7005 18th Avenue S, stated she is located in the TIF District and asked how her property taxes would be impacted.

Community Development Director Stark responded that it won’t impact her property taxes; it only changes how her tax dollars are distributed after she pays her property taxes.

M/Regan Gonzalez, S/Garcia to close the public hearing.

Motion carried 5-0.

Council Member Howard commented that this is a decade in the making and is excited that this is moving forward and adding value to our city. He stated there is a need for rental housing and this fills that need; however, he stated he wished a portion of the rental housing would be affordable.

Mayor Elliott discussed the balancing of affordable and market rate townhomes and apartments.

Council Member Regan Gonzalez reiterated the excitement that Richfield is becoming an area of opportunity for development and affordable housing opportunities.

Council Member Trautmann agreed with the other Council Members and stated he appreciates affordable rental units but highlighted the opportunities when you own your home.

M/Regan Gonzalez, S/Elliott to adopt a resolution adopting a modification to the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District within the Richfield Redevelopment Project Area.
RESOLUTION NO. 11528
RESOLUTION ADOPTING A MODIFICATION TO THE TAX INCREMENT FINANCING PLAN FOR THE CEDAR AVENUE TAX INCREMENT FINANCING DISTRICT WITHIN THE RICHFIELD REDEVELOPMENT PROJECT AREA.

Motion carried 5-0. This resolution appears as Resolution No. 11528.

M/Regan Gonzalez, S/Elliott to adopt a resolution adopting a modification to the Redevelopment Plan for the Richfield Redevelopment Project Area and establishing Tax Increment Finance District No. 2018-1 therein and the adoption of the Tax Increment Financing Plan therefor.

RESOLUTION NO. 11529
RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT AREA AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 2018-1 THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.

Motion carried 5-0. This resolution appears as Resolution No. 11529.

<table>
<thead>
<tr>
<th>Item #6</th>
<th>CONSIDERATION OF THE APPROVAL OF THE SECOND READING OF AN ORDINANCE AMENDING SECTION 300 OF THE CODE OF ORDINANCES FORMALLY ESTABLISHING A FINANCE DEPARTMENT AND DIRECTOR OF FINANCE POSITION WITHIN THE CITY ORGANIZATION AND AMENDING SUBSECTION 315.11 TO CLARIFY THE TITLE OF DIRECTOR. (S.R. NO. 139)</th>
</tr>
</thead>
</table>

Council Member Trautmann presented Staff Report No. 139.

M/Trautmann, S/Howard to approve the second reading of an ordinance amending Section 300 of the Code of Ordinances formally establishing a Finance Department and Director of Finance position within the City organization and amending Subsection 315.11 to clarify the title of Director.

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #7</th>
<th>DISCUSSION REGARDING CITY COUNCIL ATTENDANCE AT THE 2018 NATIONAL LEAGUE OF CITIES CITY SUMMIT CONFERENCE NOVEMBER 7-10 IN LOS ANGELES, CALIFORNIA. (S.R. NO. 140)</th>
</tr>
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</table>

Mayor Garcia presented Staff Report No. 140.

Council Members discussed their interest in attending the conference.

Council Member Trautmann stated he would be interested in attending another conference held by the National League of Cities in Washington, D.C.

Council Member Garcia stated she might be available and would know in a couple weeks. It will be brought to another meeting.
M/Elliott, S/Regan Gonzalez to designate Council Member Trautmann to attend the 2018 HELO Annual Leadership Retreat on September 10-12, 2018 in Washington, D.C.

<table>
<thead>
<tr>
<th>Item #8</th>
<th>CITY MANAGER’S REPORT</th>
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City Manager Devich stated he had nothing to report.

<table>
<thead>
<tr>
<th>Item #9</th>
<th>CLAIMS AND PAYROLLS</th>
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

<table>
<thead>
<tr>
<th>U.S. Bank</th>
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Motion carried 5-0.

OPEN FORUM

None.

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<th>Item #10</th>
<th>ADJOURNMENT</th>
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The meeting was adjourned by unanimous consent at 8:14 p.m.

Date Approved: September 11, 2018

______________________________________
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 7:00 p.m. in the Babcock Room.

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

Council Members Absent: Edwina Garcia and Michael Howard.

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<th>Item #1</th>
<th>INTERVIEWS OF YOUTH APPLICANTS FOR APPOINTMENT TO RICHFIELD ADVISORY BOARD/COMMISSIONS.</th>
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The City Council conducted interviews of youth applicants for appointment to City Advisory Board and Commissions.

ADJOURNMENT

The work session was adjourned by unanimous consent at 8:03 p.m.

Date Approved: September 11, 2018

______________________________
Pat Elliott
Mayor

______________________________
Jared Voto
Executive Aide/Analyst

______________________________
Steven L. Devich
City Manager
The meeting was called to order by Mayor Elliott at 5:00 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; Karen Shragg, Wood Lake Nature Center Manager; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

**ITEM #1 DISCUSSION OF THE 2018 REVISED/2019 PROPOSED BUDGET AND 2019 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 timeline 2018 Revised/2019 Proposed Budget and 2019 preliminary tax levy and key issues for 2019. He covered 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.

City Manager Devich went into further detail explaining a home’s tax capacity, the City’s tax capacity rate, and how they relate to a homeowner’s tax bill.

Council Member Regan Gonzalez commented on the stability of the general fund, the reduction of staff in previous years, the City reducing reliance on local government aid, and the pressure on the debt levy due to upgrading the City’s infrastructure.

Council Member Trautmann asked about the 2019 budget and how it may compare to future year’s budgets and commented on the use of special assessments in other communities.

City Manager Devich responded with the budget challenges in the future.

Community Development Director commented on the positives of tax increment financing (TIF) districts rolling off in the near future bringing more revenue to the City.

City Manager Devich presented the Legislative/Executive budget.
Finance Manager Regis and Assistant City Manager/HR Manager presented the Administrative Services Department budget.

Public Safety Director Henthorne presented the Public Safety Department budget.

Fire Services Director Kewitsch presented the Fire Services Department budget.

Community Development Director Stark presented the Community Development Department budget.

Liquor Operations Director Fillmore presented the Liquor Operations Department budget.

Public Works Director Asher presented the Public Works Department budget.

Recreation Services Director Topitzhofer and Wood Lake Nature Center Manager Shragg presented the Recreation Department budget.

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 7:28 p.m.

Date Approved: September 11, 2018

____________________________
Pat Elliott
Mayor

____________________________
Jared Voto
Executive Aide/Analyst

____________________________
Steven L. Devich
City Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of resolutions pertaining to the annual Lyndale/HUB/Nicollet (LHN) maintenance assessment process and scheduling a public hearing for October 9, 2018.

EXECUTIVE SUMMARY:
The Lyndale/HUB/Nicollet (LHN) maintenance district was established to recover special maintenance expenses in the LHN area in 1981. The special services include:
- Maintenance and operation of irrigation
- Mowing
- Fertilization
- Weed control
- Trash and litter removal
- Maintenance of street lighting system

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

Staff is recommending the City Council:
- Approve resolution declaring the 2017 assessment costs and ordering the preparation of the proposed assessment for 2017.
- Schedule public hearing for October 9, 2018 for proposed assessments.
- Approve resolution proposing a similar assessment process for 2019.
- Schedule public hearing for October 9, 2018 for future assessment process.

RECOMMENDED ACTION:
By Motion:
1. Adopt a resolution declaring costs to be assessed and ordering preparation of the proposed assessment roll for 2017 Lyndale/HUB/Nicollet (LHN) maintenance and schedule a public hearing for October 9, 2018.
2. Adopt a resolution proposing a similar assessment process to be implemented for 2019 and schedule a public hearing for October 9, 2018.

BASIS OF RECOMMENDATION:
A. **HISTORICAL CONTEXT**

- City staff has determined actual costs of current services to be assessed for the 2017 maintenance of this area to be $24,107.92, and the estimated cost for 2019 maintenance to be $50,000.
- Fluctuations in expenditures for maintenance of LHN are caused by a number of factors:
  - Weather determines water usage and irrigation costs
  - Concrete repairs vary from year to year
  - Unexpected repairs
  - Updates to aging infrastructure

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

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

- Council ordered the work and the work was done for 2017.
- It is anticipated the Council would like to order similar work for 2019.

C. **CRITICAL TIMING ISSUES:**

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

D. **FINANCIAL IMPACT:**

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the LHN maintenance services from 2003-2017 are:

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<th>Actual</th>
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2016 $50,000 $26,025.24
2017 $50,000 $24,107.92

E. **LEGAL CONSIDERATION:**
   - No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.
   - Section 825, Subd. 2 states that “the City Clerk, under the Council’s direction, shall publish notice that the Council will meet to consider the undertaking of current services and levying of special assessments to pay costs thereof.”
   - The public hearing notice is scheduled to be published on September 20, 2018.

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

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

**ATTACHMENTS:**

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<td>Resolution - 2019</td>
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<td>LHN Assessment Map</td>
<td>Exhibit</td>
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<tr>
<td>LHN Assessment Roll</td>
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RESOLUTION NO.

RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

WHEREAS, costs have been determined for the maintenance of the Lyndale/Hub/Nicollet (LHN) Redevelopment Area which is approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue in the City of Richfield and the expenses incurred or to be incurred for such maintenance amount to $24,107.92 for the period of January 1, 2017 through December 31, 2017.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be $24,107.92

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

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

4. A hearing shall be held on the 9th day of October, 2018, in the Council Chambers of the City Hall at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda to pass upon such proposed assessment and at such time and place all persons owning property affected by said maintenance assessment will be given an opportunity to be heard in reference to such assessment.

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

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.
Pat Elliott, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION PROPOSING TO SPECIALLY ASSESS
FOR THE COSTS OF CURRENT SERVICES PROVIDED
WITHIN THE LYNDALE/HUB/NICOLLET (LHN) PROJECT AREA
FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

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

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

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

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

4. The City Clerk is authorized and directed to give public notice of a hearing by this Council at which the Council will consider the undertaking of such current services
and the levying of special assessments to bear the costs thereof. The City Clerk shall also give mailed and published notice of such hearing as required by law. Such hearing shall be held on Tuesday, October 9, 2018, commencing at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda.

5. It is hereby proposed that the project consist of the costs of the aforementioned services for the period of January 1, 2019 through December 31, 2019. The estimated cost of providing all the aforementioned current services during that period is $50,000.

Adopted by the City Council of the City of Richfield, Minnesota this 11th of September, 2018.

____________________________
Pat Elliott, Mayor

ATTEST:

____________________________
Elizabeth VanHoose, City Clerk
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$24,107.92
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of resolutions pertaining to the annual 77th Street maintenance district assessment process and scheduling a public hearing for October 9, 2018.

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

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

Staff is recommending the City Council:
- Approve resolution declaring the 2017 assessment costs and order the preparation of the proposed assessment for 2017.
- Schedule public hearing for October 9, 2018 for proposed assessments.
- Approve resolution proposing a similar assessment process for 2019.
- Schedule public hearing for October 9, 2018 for similar assessment process.

RECOMMENDED ACTION:
By Motion:
1. Adopt a resolution proposing to assess commercial properties in the 77th Street assessment district for costs incurred to maintain the area in 2017 and schedule a public hearing for October 9, 2018.
2. Adopt a resolution proposing a similar assessment process to be implemented for 2019 and schedule a public hearing for October 9, 2018.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
City staff has determined actual costs of current services to be assessed for the 2017 maintenance of this area to be $77,790.83, and estimate the cost for 2019 maintenance to be $80,000.

Fluctuations in expenditures for maintenance of the 77th Street assessment district are caused by a number of factors:
- Weather determines water usage and irrigation costs
- Concrete repairs vary from year to year
- Updating aging infrastructure
- Maintenance and replacement of landscaping

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- Section 825 of the City Code indicates “current services” mean one or more of the following:
  - snow, ice, or rubbish removal from sidewalks;
  - weed elimination from streets or private property;
  - removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
  - installation or repair of water service lines;
  - street sprinkling, sweeping, or other dust treatment of streets;
  - the trimming and care of trees and the removal of unsound trees from any street;
  - the treatment and removal of insect-infested or diseased trees on private property;
  - the repair of sidewalks and alleys;
  - the operation of a street lighting system;
  - the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
  - snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was done in 2017.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis.
- Single family and multi-family residential properties, plus the two churches in the area, would be exempt from the special assessment levy.

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

D. **FINANCIAL IMPACT:**
- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the 77th Street maintenance services from 2003 - 2017 are:

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<tr>
<th>Year</th>
<th>Estimate</th>
<th>Actual</th>
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E. **LEGAL CONSIDERATION:**

- No legal issues are apparent at this time. The City Attorney will be in attendance at the Council meeting should a legal question arise.
- Section 825, Subd. 2 states that “the City Clerk, under the Council’s direction, shall publish notice that the Council will meet to consider the undertaking of current services and levying of special assessments to pay costs thereof.”
- The public hearing notice is scheduled to be published on September 20, 2018.

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

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RESOLUTION NO.

RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR 77TH STREET MAINTENANCE FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

WHEREAS, costs have been determined for the maintenance of the 77th Street Redevelopment Area the boundaries of which are approximately east of I-35W and west of Cedar Avenue in the City of Richfield and the expenses incurred or to be incurred for such maintenance amount to $77,790.83 for the period of January 1, 2017 through December 31, 2019.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be $77,790.83.

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

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

4. A hearing shall be held on the 9th day of October, 2018, in the Council Chambers of the City Hall at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda to pass upon such proposed assessment and at such time and place all persons owning property affected by said maintenance assessment will be given an opportunity to be heard in reference to such assessment.

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

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.
Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION PROPOSING TO SPECIALLY ASSESS FOR THE COSTS OF CURRENT SERVICES PROVIDED WITHIN THE 77TH STREET PROJECT AREA FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

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

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

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

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

4. The City Clerk is hereby authorized and directed to publish notice of a hearing by this Council at which the Council will consider the undertaking of such current services and the levying of special assessments to bear the costs thereof. Such notice shall be published in the official newspaper at least once, at least two weeks prior to the date of hearing. The City Clerk shall also give mailed notice of such hearing as required by law. Such hearing shall be held Tuesday, October 9, 2018, commencing at 7:00 p.m. or as soon thereafter as the matter can be reached on the agenda.

5. It is hereby proposed that the project consist of the aforementioned services for the period from January 1, 2019 through December 31, 2019. The estimated cost of providing all of the aforementioned services during that period is $80,000.

Passed by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.

__________________________________________
Pat Elliott, Mayor

ATTEST:

__________________________________________
Elizabeth VanHoose, City Clerk
The City of Richfield makes no representation or warranties, express or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data "as is", and assumes all risks associated with its use.
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**Total:** $77,790.83
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution declaring costs to be assessed for removal of diseased trees from private property for work ordered in 2017 and scheduling a public hearing for October 9, 2018.

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

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

In the period from January 1, 2017 through December 31, 2017, 11 property owners chose the third option. The total amount to be assessed is $36,144.71.

RECOMMENDED ACTION:
By motion: Adopt a resolution declaring costs to be assessed and ordering the preparation for the proposed assessment roll for the removal of diseased trees from private property for work ordered in 2017 and set the public hearing date for October 9, 2018.

BASIS OF RECOMMENDATION:

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

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

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

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

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

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

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

**D. FINANCIAL IMPACT:**
- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2017, through December 31, 2017, have been determined to be $36,144.71.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over five years with a five percent interest rate.
- The original source of funding to have the work done is through the City’s Permanent Improvement Revolving Fund.

**E. LEGAL CONSIDERATION:**
- The City Attorney will be in attendance at the Council meeting should a legal question arise.
- The public hearing notice is to be published on September 20, 2018.

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

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

**ATTACHMENTS:**
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RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR THE PERIOD OF JANUARY 1, 2017 TO DECEMBER 31, 2017.

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2017 through December 31, 2017 amount to $36,144.71.

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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 $36,144.71.

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 their 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 9th day of October, 2018 in the Richfield Municipal Center - Council Chambers at 7:00 p.m., or as soon as hereafter it may be reached on the agenda, to pass upon such proposed assessment and at such time and place all persons owning property affected by said diseased tree removal assessment will be given an opportunity to be heard in reference to such assessment.

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

Adopted by the City Council of the City of Richfield this 11th day of September,
2018.

______________________________
Pat Elliott, Mayor

ATTEST:

_________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption 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 that 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: Adopt 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 9, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • N/A

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 September 20, 2018.
C. **CRITICAL TIMING ISSUES:**
   - N/A

D. **FINANCIAL IMPACT:**
   - The proposed special assessment for the elimination of public health or safety hazards from private property is $10,734.67 with an additional 5% interest penalty.
   - The proposed special assessment for weed elimination from private property is $1,875.00 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 9, 2018. 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 adopt the resolution and have the costs absorbed by the City.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
   None

**ATTACHMENTS:**

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RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR WEED ELIMINATION FROM PRIVATE 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 $12,609.67.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Property ID Number</th>
<th>Weed Elimination</th>
<th>Public Health or Safety Hazards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1820 66th Street W</td>
<td>28-028-24-24-0089</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>2601 66th Street W</td>
<td>29-028-24-41-0049</td>
<td>-</td>
<td>110.00</td>
</tr>
<tr>
<td>6319 Humboldt Ave</td>
<td>28-028-24-12-0055</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>6600 4th Ave S</td>
<td>27-028-24-41-0044</td>
<td>250.00</td>
<td>572.20</td>
</tr>
<tr>
<td>6633 Elliot Ave</td>
<td>26-028-24-31-0040</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>6735 Portland Ave S</td>
<td>26-028-24-32-0134</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>6821 Xerxes Ave</td>
<td>29-028-24-43-0091</td>
<td>250.00</td>
<td>-</td>
</tr>
<tr>
<td>6944 Pleasant Ave S</td>
<td>27-028-24-33-0027</td>
<td>-</td>
<td>9,535.06</td>
</tr>
<tr>
<td>7026 17th Ave S</td>
<td>35-028-24-11-0049</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>7028 Oakland Ave S</td>
<td>35-028-24-22-0092</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>7115 18th Ave S</td>
<td>35-028-24-11-0017</td>
<td>-</td>
<td>517.41</td>
</tr>
<tr>
<td>7144 4th Ave S</td>
<td>34-028-24-11-0044</td>
<td>375.00</td>
<td>-</td>
</tr>
<tr>
<td>7438 Clinton Ave S</td>
<td>34-028-24-41-0081</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td>7525 Emerson Ave</td>
<td>33-028-24-42-0135</td>
<td>125.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,875.00</strong></td>
<td><strong>$10,734.67</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 $12,609.67.

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 9th day of October, 2018 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 11th day of September, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption 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: Adopt 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 9, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - N/A

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 Sun Current September 20, 2018.

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 $1,320.00 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 9, 2018. 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 a 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>
</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 $1,320.00.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Property ID Number</th>
<th>Unpaid False Alarm Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1732 66th Street E</td>
<td>26-028-24-14-0130</td>
<td>$110.00</td>
</tr>
<tr>
<td>1800 66th Street E</td>
<td>26-028-24-14-0131</td>
<td>220.00</td>
</tr>
<tr>
<td>2936 66th Street W</td>
<td>29-028-24-13-0081</td>
<td>110.00</td>
</tr>
<tr>
<td>6521 Nicollet Ave</td>
<td>27-028-24-13-0116</td>
<td>110.00</td>
</tr>
<tr>
<td>700 78th Street W</td>
<td>33-028-24-44-0234</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>740 78th Street W</td>
<td>33-028-24-44-0232</td>
<td>110.00</td>
</tr>
<tr>
<td>7529 18th Ave S</td>
<td>35-028-24-41-0061</td>
<td>110.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$1,320.00</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 $1,320.00.
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 9th day of October, 2018 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 11th day of September, 2018.

________________________________________
Pat Elliott, Mayor

ATTEST:

________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution approving eligible 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 deferral 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 $7,200.00.

RECOMMENDED ACTION:
By motion: Adopt 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
   • N/A
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 2017 tree removal assessment, payable 2019, in the amount of $7,200.00.
   • 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:**
   - N/A

D. **FINANCIAL IMPACT:**
   - The amount of the special assessment to be deferred is $7,200.00.

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

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

**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>
</tbody>
</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>
<thead>
<tr>
<th>PROPERTY ID</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-028-24-13-0080</td>
<td>$7,200.00</td>
</tr>
</tbody>
</table>

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 11th day of September, 2018.

_______________________
Pat Elliott, Mayor

ATTEST

______________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2019 for General Services, Management, Fire bargaining unit, Police bargaining unit, Sergeant bargaining unit, and Lieutenant bargaining unit.

EXECUTIVE SUMMARY:
The City contributes to the cost of premiums for four kinds of insurance coverages available to City employees. The full-time employee contributions are discussed within this staff report as well as contributions toward health insurance for part-time regular General Services employees.

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 2019, the City will realize a 4.8% 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 11% and 12% respectively.

The 2019 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 2018 contract year. The City’s Long Term Disability provider, CIGNA, extended beyond its three year contract and kept the rates the same for 2019.

The City’s HR division negotiated 2018-19 union contracts with the groups representing fire, police and police supervisors. All four union groups agreed to accept the same insurance contributions as General Services and Management employees in 2019. As such, each respective union contract includes language on this topic. The City’s fifth union, Labor & Trades, has not negotiated this same language.

RECOMMENDED ACTION:
By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and disability insurance premiums for 2019 for General Services, Management, Fire bargaining unit, Police Officer bargaining unit, Sergeant bargaining unit, and Lieutenant bargaining unit.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT

HEALTH INSURANCE FOR FULL-TIME EMPLOYEES
The first type of insurance coverage available to full-time employees is group health coverage. The City will offer plans through HealthPartners (HP).

In 2019, 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 2019 is 4.8%. Staff is proposing that the City contribution increase by $32 to $1,227 per month for the employee plus spouse and employee plus child(ren) tiers and by $40 to $1,330 per month for the family coverage tier.

The 2019 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 amounts for 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 2019 City contributions will increase to $613.50 per month for the employee plus spouse and employee plus child(ren) tiers and $665.00 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 employees is a self-funded group dental insurance. In 2018, the City contributed $59.50 per month per employee for the total cost of employee (not dependent) coverage. For 2019, the City’s contribution will increase to $59.75 per month per employee. Employees who desire family coverage must pay the full cost of such additional premium, which will be $64.75 per month for 2019 – a twenty-five cent increase from 2018. 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 employees is a $35,000 term life insurance policy. The City pays the full premium for this insurance. The rate for 2019 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. CIGNA guaranteed its same rate beyond the three-year contract. The LTD rate for 2016-2019 is 21 cents per $100 of covered payroll.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- The City continues to provide adequate insurance protection for its employee groups, which are comparable to 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, 2018. Payroll deductions for January 2019 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 11, 2018 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin late October 2018.

D. FINANCIAL IMPACT:
- The funding necessary to provide for the premium contributions as recommended will be addressed in the 2019 Budget and within the current proposed 2019 tax levy.
- The proposed 2019 City contributions towards health insurance result in an increase to dependent health insurance by $32 per month for employee plus spouse and employee plus child(ren) coverage and by $40 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, Management, Fire bargaining unit, Police Officer bargaining unit, Sergeant bargaining unit, and Lieutenant bargaining unit.

ALTERNATIVE RECOMMENDATION(S):
- The Council may decide to adjust the City's contribution to dependent health insurance by an amount other than $32 per month and $40 per month.
- The Council may take no action which would maintain the insurance premiums at the current 2018 funding level.
- Defer discussion to another date.

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>Attachment 1</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ____

RESOLUTION DESIGNATING CITY’S CONTRIBUTION TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE PREMIUM FOR GENERAL SERVICES, MANAGEMENT, FIRE, AND POLICE 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, Management, Fire, and Police 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, Management, Fire, and Police employees and their dependents; and

WHEREAS, a group long-term disability program is available to full-time City General Services, Management, Fire, and Police 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 $1,330 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, Management, Fire, and Police employees, the City shall also pay the $59.75 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 2019 insurance premium contribution of $1,391.50 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of $665.00 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2019.

BE IT FURTHER RESOLVED that the City shall contribute the full cost of long-term disability insurance for full-time General Services, Management, Fire, and Police 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 11th day of September 2018.

ATTEST:

_____________________________
Pat Elliott, Mayor

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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>HEALTH CONTRIBUTION PLAN</th>
<th>DEPENDENT</th>
<th>CITY CONTRIBUTION</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PREMIUM</td>
<td>MGMT./GEN. SVCS</td>
<td>AVERAGE % OF PREMIUM</td>
</tr>
<tr>
<td>2009</td>
<td>HealthPartners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Open Access Choice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Employee + Spouse</td>
<td>$1226.94</td>
<td>$780</td>
<td>64%</td>
</tr>
<tr>
<td></td>
<td>* Employee + Children</td>
<td>$1162.48</td>
<td>$780</td>
<td>67%</td>
</tr>
<tr>
<td></td>
<td>* Family</td>
<td>$1518.16</td>
<td>$830</td>
<td>55%</td>
</tr>
<tr>
<td></td>
<td>Distinctions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Employee + Spouse</td>
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</tr>
<tr>
<td></td>
<td>* Employee + Children</td>
<td>$1082.68</td>
<td>$780</td>
<td>72%</td>
</tr>
<tr>
<td></td>
<td>* Family</td>
<td>$1414.98</td>
<td>$830</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td>High Deductible HSA $1150</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Employee + Spouse</td>
<td>$868.94</td>
<td>$780</td>
<td>90%</td>
</tr>
<tr>
<td></td>
<td>* Employee + Children</td>
<td>$820.92</td>
<td>$780</td>
<td>95%</td>
</tr>
<tr>
<td></td>
<td>* Family</td>
<td>$1072.05</td>
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<td>77%</td>
</tr>
<tr>
<td></td>
<td>High Deductible HSA $2500</td>
<td></td>
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<td></td>
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<tr>
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<td>* Employee + Spouse</td>
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<td>$780</td>
<td>97%</td>
</tr>
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<td>* Employee + Children</td>
<td>$763.24</td>
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<td>102%</td>
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<td>* Family</td>
<td>$996.69</td>
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<td>83%</td>
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<tr>
<td>2010</td>
<td>HealthPartners</td>
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<tr>
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<td>Open Access Choice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Employee + Spouse</td>
<td>$1418.74</td>
<td>$855</td>
<td>60%</td>
</tr>
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<td>* Employee + Children</td>
<td>$1344.21</td>
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<td>64%</td>
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<td></td>
<td>* Family</td>
<td>$1755.49</td>
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ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

EXECUTIVE SUMMARY:
The National Highway Traffic Safety Administration (NHTSA) is providing federal funding to the OTS to implement a program to support eight full time officers and equipment needed to enforce traffic laws, including squad cars to be used solely for DWI enforcement. Eight counties, including Hennepin, were chosen to receive grant funding. The grant is administered through the OTS. The grant will be guaranteed for four years, but will be written for one federal fiscal year at a time. The City of Richfield has received an extension and has been awarded $91,246 for 2019.

RECOMMENDED ACTION:
By motion: Adopt a resolution allowing the Richfield Department of Public Safety to accept grant monies from the Office of Traffic Safety (OTS) for an extension on an original four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   ♦ In 2013, it was estimated that by the National Safety Council that the cost of alcohol-related crashes in Minnesota was $235 million. In that same year, 20 percent of those involved in alcohol related crashes were seriously injured and another 30 percent were killed.
   ♦ The average number of DWI arrests per year in Richfield is 124. The goal is to increase that to 175 DWI arrests per year.
   ♦ In 2014, Richfield had 18 DWI crashes.
   ♦ From October 1, 2015, to September 30, 2016, there were 16 DWI crashes, which is the fiscal year for State of Minnesota agencies. (As of the date of this staff report we are unable to get updated statistical data from the State of Minnesota)
   ♦ Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be
from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be a required part of the DWI officer's schedule. Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings associated with these statistics. Proactive criminal interdiction patrol would also be implemented.

- The City of Richfield has been approved to receive $91,246 from the DWI Officer grant for 2019.

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

C. CRITICAL TIMING ISSUES:
- The total length of the grant is expected to be for four years, however, grants will be written for one federal fiscal year at a time and the City of Richfield has received an extension on an original four-year grant to fully fund an officer and fully equipped squad car dedicated for DWI enforcement in Richfield.

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

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

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

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

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

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $91,246 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER AND FULLY EQUIPPED SQUAD DEDICATED TO DWI ENFORCEMENT.

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

WHEREAS, Richfield is scheduled to be awarded $91,246 or a lesser amount as awarded by the Minnesota Department of Public Safety to be used as designated by the grant agreement which mandates that the funds be used to support one full time officer, a squad car and the equipment dedicated to DWI enforcement for an extension of the original term of four years; and,

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

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

WHEREAS, Richfield Police has established an approved budget with the OTS for $91,246 or a lesser amount for the DWI enforcement program; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2018 to September 30, 2019.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.

Pat Elliott, Mayor

ATTEST:

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

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Program: 2019 NHTSA; 2019 DWI Officers</th>
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| Richfield Police Department  
6700 Portland Avenue South  
Richfield, MN 55423-2560 | Project No.: 19-03-15  
Grant Agreement No.: A-OFFICR19-2019-RICHFPD-031 |

| Grantee's Authorized Representative: | Grant Agreement Term:  
Effective Date: 10/1/2018  
Expiration Date: 9/30/2019 |
|-------------------------------------|-----------------------------|
| Sergeant Matthew Steen  
6700 Portland Avenue South  
Richfield, MN 55423-2560  
(612)246-2375  
msteen@cityofrichfield.org | Grant Agreement Amount:  
Original Agreement $91,246.61  
Matching Requirement $0.00 |

| State's Authorized Representative: | Federal Funding: CFDA 20.608 & CFDA 20.616  
FAIN: 18X920546DMN18 and FAIN: 18X920405DMN18  
State Funding: None  
Special Conditions: None |
|-----------------------------------|-------------------------------------------------|
| Duane Siedschlag  
445 Minnesota Street, Suite 150  
St. Paul, MN 55101-5150  
(651)201-7078  
Duane.Siedschlag@state.mn.us |  

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

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

The Grantee, who is not a state employee will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2019 NHTSA: 2019 DWI Officers Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2019 NHTSA: 2019 DWI Officers Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant agreement.

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

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

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

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

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

   Signed: ________________________________
   Date: ________________________________

   Grant Agreement No. A-OFFICR19-2019-RICHFPD-031
   PO No. 3-55326

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

   By: ________________________________
   Title: ________________________________
   Date: ________________________________

   By: ________________________________
   Title: ________________________________
   Date: ________________________________

3. STATE AGENCY
   By: ________________________________
   (with delegated authority)
   Title: ________________________________
   Date: ________________________________

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

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

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CERTIFICATION REGARDING LOBBYING  
(For State of Minnesota Contracts and Grants over $100,000)

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

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

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

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

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

Organization Name

Name and Title of Official Signing for Organization

By: ____________________________

Signature of Official

Date
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the 2018-2019 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/bio-terrorism 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 fifteen years. This is Richfield’s 2018-2019 contractual agreement with Bloomington.

The City will receive $52,324 for the grant cycle that runs from July 1, 2018 to June 30, 2019. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of $48,324, of which $12,000 is 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 $4,000 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

RECOMMENDED ACTION:
By motion: Approve the 2018-2019 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/bio-terrorism and the development of a response system.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The State of Minnesota has received funds from the federal government (CDC) to be used in developing agencies’ public health emergency preparedness/response to bio-terrorism 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
communications 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 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 and Richfield) and has been regularly meeting with Richfield and Edina staff to plan and develop the requirements of the grant.

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, including threats of bio-terrorism.

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 for responding to public health emergency preparedness and bio-terrorism threats.

E. **LEGAL CONSIDERATION:**
   - The City must comply with the requirements of the grant in order to receive the 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/bio-terrorism plan. This would mean the City would have to hire a staff person to assume some of the grant responsibilities, which cannot be met with current city staffing levels and would result in a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT

BETWEEN THE MINNESOTA CITIES OF
BLOOMINGTON AND RICHFIELD

THIS AGREEMENT is made this first day of July, 2018 (“Effective Date”) by and between the CITY OF BLOOMINGTON, MINNESOTA, a Minnesota municipal corporation, acting through its Public Health Division, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 (“Bloomington”), and the CITY OF RICHFIELD, MINNESOTA, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred collectively as the “Parties”.

RECITALS

A. 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.

B. 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, notification, and training (“PH Emergency Preparedness Services”). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative (“CRI Duties”).

C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and Cities Readiness Initiative (“CRI”) planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Duties.

D. Bloomington is willing to provide such PH Emergency Preparedness Services and perform such CRI Duties to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, Richfield and Bloomington agree as follows:

AGREEMENT

1. Services to be Provided. Bloomington agrees to provide the residents of Richfield with PH Emergency Preparedness Services and CRI Duties as set forth in Bloomington’s Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between Richfield and Bloomington (“Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the
level of care and skill ordinarily exercised by contractors currently providing similar services.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until June 30, 2019, unless terminated by either party or amended pursuant to the Agreement.

3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed $48,324.00, pursuant to the terms of payment set forth in Exhibit B and incorporated herein to this Agreement.

4. **Approvals.** Bloomington will secure Richfield’s written approval before making any expenditures, purchases, or commitments on Richfield’s behalf beyond those listed in the Services. Richfield’s approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party.

In the event of termination:

a. 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.

b. 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.

c. The provisions of this section will continue and survive termination of the Agreement.

6. **Amendments.** No amendments may be made to this Agreement except with the written consent of the Parties.

7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. The Parties shall maintain such records for a minimum of six years after final payment.

8. **Indemnification.** To the fullest extent permitted by law, each party, and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the other party, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs,
disbursements, and expenses of defending the same, including but not limited to attorneys’ fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of the indemnifying party’s (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

9. **Insurance.** 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:
   a. 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. 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.

10. **Subcontracting.** Neither Bloomington nor Richfield shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder. Any instrument in violation of this provision is null and void.

11. **Assignment.** Neither Bloomington nor Richfield shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision is null and void.

12. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington’s duties will be performed with the understanding that Bloomington has special expertise as to the services which Bloomington is to perform and is customarily
engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the services are performed shall be controlled by Bloomington; however, the nature of the services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided herein. All services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

13. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.

14. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the Parties shall constitute the entire agreement between Bloomington and Richfield, and supersedes any other written or oral agreements between Bloomington and Richfield. This Agreement can only be modified in writing signed by Bloomington and Richfield. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

15. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

16. **Choice of Law and Venue.** 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 Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the requested services.

18. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington
has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive the termination of this Agreement.

19. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Emergency Preparedness Services and CRI Duties for other entities, in Bloomington’s sole discretion.

20. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

21. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Parties agree to comply with Americans with Disabilities Act as amended, Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodations to allow individuals with disabilities to participate in all services under this Agreement. The Parties agree to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements.

22. **Authorized Agents.** Richfield’s authorized agent for purposes of administration of this contract is Jennifer Anderson, the Health Administrator/Support Services Manager of Richfield, or her designee. Bloomington’s authorized agent for purposes of administration of this contract is Nicholas Kelley, the Assistant Public Health Administrator of Bloomington, and all Services shall be performed by or under his supervision.

23. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962;

Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;
or such other contact information as either party may provide to the other by notice given in accordance with this provision.

24. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

25. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

26. **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 at 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 rights.

27. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington and Richfield agree that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington must not use Richfield’s logo or state that Richfield endorses its services without Richfield’s prior written approval. Publicity approvals may be provided electronically.

28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

29. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized.

30. **Recitals.** Bloomington and Richfield agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]
IN WITNESS WHEREOF, the Parties have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED:___________________________  BY:______________________________

Its: City Manager

Reviewed and approved by the City Attorney.

______________________________
Melissa J. Manderschied

CITY OF RICHFIELD, MINNESOTA

DATED:___________________________  BY:______________________________

Its: Mayor

DATED:___________________________  BY:______________________________

Its: City Manager
EXHIBIT A TO AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA

SCOPE OF SERVICES

CDC Budget Period 1701-01 BP1 SUPP (07/01/2018 – 06/30/2019)

CHB and Tribal Health Duties

All CHBs and THDs complete these Recurring Duties:

☐ Work Plan with detailed, specific Planned Activities, no later than August 17, 2018
☐ MYTEP (2018 – 2020), due November 30, 2018
☐ Mid-Year Report, due December 31, 2018
☐ End of Year Report, due July 5, 2019
☐ Update and maintain accounts/information in:
  ▪ IMATS
  ▪ MN Responds
  ▪ MN.TRAIN
  ▪ Partner Link
    ▪ Maintain three-deep 24/7 contact information
  ▪ MNTrac (if applicable)
☐ Update POD information in IMATS at Mid-Year and End of Year.
☐ 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 from MDH, alerts (1 hour) and advisories (24 hours)
☐ Report response rates for all HANs sent to hospitals and clinics. Report HANs sent July 1 – December 15 on the mid-year report; report HANs sent December 16 – June 30 2019 on the end-of-year report. (No AAR-IPs are required.) This is a PPMRS Measure.

☐ Test Volunteer Notification by conducting a call down drill, based on CHB/THD’s choice of scenario and ensure database is kept up-to-date.

☐ 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
  - Continue to document status or completion of corrective actions. Retain AAR-IP documents for planning purposes according to your agency’s retention policies, tracking progress on improvement plans and corrective actions, and to use to show demonstration of a capability, function, task, or priority resource element.

☐ Attend MDH-sponsored preparedness trainings when offered and appropriate to CHB/THD Work Plan.*

☐ Address the access and functional needs of at-risk populations in your plans, exercises and responses. For exercises, you should have at least one objective or inject that addresses access and functional needs of at-risk populations.*

*This duty is based on a priority area identified in the EPR Strategic Programmatic Plan
Base Duties

These duties support a statewide level of preparedness

Domain 1: Community Resilience

Capability 1: Community Preparedness

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<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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<tbody>
<tr>
<td>1.1 B. Each CHB/THD will engage with community partners to build relationships, provide preparedness planning guidance, and identify opportunities for volunteer involvement or other ways for engagement. Report on the SharePoint Report Community Engagement Tab.</td>
<td>* This duty is based on a priority area identified in the EPR Strategic Programmatic Plan. Work with community organizations/groups to learn about partner 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. This is a PPMRS Measure.</td>
<td>Refer to guidance provided during BP1 regarding 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/THD reporting.</td>
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<td>1.2 B. 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). Based on most recent JRA, report top three threats and the public health role in responding to those threats.</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>JRA needs 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>
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BP1 SUPPLEMENT CHB AND TRIBAL HEALTH DUTIES

JULY 1, 2018 – JUNE 30, 2019

Domain 2: Incident Management

Capability 3: Emergency Operations Coordination

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<tr>
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<td>3.1 B. CHB/THD will participate in MDH initiated call down drill to verify that CHB/THD has three deep 24/7 up-to-date contacts listed in PartnerLink. Update contacts and contact information based on gaps identified from the exercise.</td>
<td>Conducting a call down drill will provide MDH with an opportunity to assess the depth and accuracy of the information provided to PartnerLink.</td>
<td>The drill will entail contacting all 24/7 contacts registered in PartnerLink. MDH will compile the percentage of contacts who respond to the call down.</td>
<td>Cannot be completed regionally.</td>
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Domain 4: Countermeasures and Mitigation

Capability 8: Medical Countermeasures

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<td>8.1 B. By September 30, 2018, CHBs/THDs will attend a Medical Countermeasures webinar on the new Mass Dispensing Guidelines. Dates: August 20 from 10:00-11:00 September 21 from 1:00-2:00 Register in MN.TRAIN (<a href="http://www.train.org/mn">http://www.train.org/mn</a>) Course ID 1069979</td>
<td>* This duty is based on a priority area identified in the EPR Strategic Programmatic Plan New Mass Dispensing Guidelines: The new Mass Dispensing Guidelines incorporates new policy and tools for POD operations, drop ship transportation, etc.</td>
<td>For BP1 Supplement, jurisdictions must familiarize themselves with the new Mass Dispensing Guidelines and understand changes from previous policy. The requirement is for at least one person per CHB/THD to participate in this training. We highly suggest that for multi-county CHBs, a representative from each LHD participate.</td>
<td>Cannot be completed regionally.</td>
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<td>8.2 B. By Feb 28, 2019, Capability 8 Plan Update – CHBs/THDs will revise existing plans to incorporate the Anthrax Protocol and new Mass Dispensing Guidelines. Multi-county CHBs with separate mass dispensing plans for each county or agency will need to ensure that all relevant plans are updated.</td>
<td>* This duty is based on a priority area identified in the EPR Strategic Programmatic Plan Update plans to make them consistent with new MDH policy. Plans should reflect drop ship delivery via UPS, inventory tracking and resupply requests, and updated dispensing algorithms.</td>
<td>All plans related to PHEP Capability 8 will need to be reviewed and updated. If jurisdictions have previous CPOD agreements where they have shared the old algorithm, they should share the new screening form and algorithm with those partners.</td>
<td>Cannot be completed regionally.</td>
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**Grant Duty** | **Intent** | **Scope** | **Regional Approach**
--- | --- | --- | ---

### 8.3 B. Conduct a public health led exercise (tabletop or higher) at the CHB/THD level that activates medical countermeasure plan(s). The exercise must include one objective or inject that addresses how access and functional needs of at-risk populations will be addressed within an MCM response.

Multi-county CHBs with separate mass dispensing plans for each county or agency will need to ensure that all relevant plans are exercised.

*This duty is based on a priority area identified in the EPR Strategic Programmatic Plan*

LHDS/THDs will increase their ability to respond to a medical countermeasure incident; Public Health leadership staff with Incident Command roles will understand their roles during a response; and, the needs of people with access and functional needs of at-risk populations will be exercised.

The federal guidance for this project period requires planning and exercising for the whole population, including those with access and functional needs.

At least one objective or one inject must address the access and functional needs of at-risk populations, such those with limited English proficiency (LEP) or limited mobility. Include documentation of how the access and functional needs of at-risk populations were addressed in the AAR-IP.

For multi-county CHBs, one exercise can be conducted as long as each LHD plan is exercised.

MDH will supply “exercise in a box” that can be utilized to meet this grant duty.

Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP.

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### Domain 5: Surge Management

### Capability 15: Volunteer Management

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#### 15.1 B. CHBs/THDs will communicate with volunteers at least twice a year.

*Call-down drills do not qualify as communication in the context of this grant duty.*

This is intended to help MN Responds administrators keep volunteers engaged and retained in the system.

This applies to work with volunteers using PHEP funds.

Can be completed regionally. Local or regional newsletters can be used to meet this grant duty.

#### 15.2 B. By April 30, 2019, Capability 15 Plans / Elements: LHDS/THDs will identify and document procedures, guidelines and/or plans based on an MDH provided Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted via email to MDH (health.phep@state.mn.us).

*This duty is based on a priority area identified in the EPR Strategic Programmatic Plan*

CHBs/THDs will be able to coordinate, notify, organize and demobilize volunteers with confidence during an exercise or event.

Plan revisions will better prepare CHBs/THDs and volunteers in training, deployment and demobilizing.

Cannot be completed regionally.
BP1 SUPPLEMENT CHB AND TRIBAL HEALTH DUTIES

X, Y, Z Elective Duties

Domain and Capability Based

Each level needs to choose:

\[ X = 1 \]
\[ Y = 3 \]
\[ Z = 5 \]

City of Richfield is an X

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

Domain 1: Community Resilience

Capability 1: Community Recovery

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<tr>
<td><strong>2.1 E.</strong> CHBs/THDs will develop or revise continuity of operations plans (COOP), either as a stand-alone public health plan or as a component of another plan, based on an MDH-provided Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted via email to MDH (<a href="mailto:health.phep@state.mn.us">health.phep@state.mn.us</a>).</td>
<td>It is important to have a plan that guides an agency through a response that interrupts CHB/THD functioning.</td>
<td>* If this duty was selected in BP1, it cannot be repeated in BP1 Supplement.</td>
<td>Cannot be completed regionally.</td>
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<tr>
<td><strong>2.3 E.</strong> Where COOP plans already exist, CHBs/THDs can exercise the plan at the tabletop, functional, or full-scale level.</td>
<td>Exercises test the plan to identify strengths and gaps and develop a plan for improvement.</td>
<td>* If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of improvement process.</td>
<td>Cannot be completed regionally.</td>
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Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.

Content of the plans and exercises will be guided by PHEP Capability 2:
- Function 1, Priority Resource Element P3

This could be part of another elective exercise that meets the requirements of each elective duty.

No more than 2 exercise duties (base or electives) can be combined
### Domain 2: Incident Management

#### Capability 3: Emergency Operations Coordination

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<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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<tr>
<td><strong>3.1 E. CHBs/THDs create an Incident Action Plan (IAP) as part of an exercise (workshop or higher) based on identified public health risks and using procedures in jurisdictional plans for creating IAPs.</strong></td>
<td>CHBs/THDs will become familiar with the development and use of an IAP. Transitioning between operational periods is a critical skill to assure work is completed. Developing an IAP has been identified as a gap.</td>
<td>* If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of the improvement process. Identify key objectives – 3 objectives is optimal. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined.</td>
<td>Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP.</td>
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<td><strong>Note:</strong> Consider developing Incident Action Plans (IAPs) that extend beyond one operational period.</td>
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<td><strong>Note:</strong> Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
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<th>Scope</th>
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<td><strong>3.2 E. CHBs/THDs will select a gap previously identified in an AAR-IP, identify how the gap has or is being addressed, and test or retest through an exercise (TTX or higher).</strong></td>
<td>To allow CHBs/THDs to work on priorities they have identified and test/retest that gaps have been corrected.</td>
<td>* If this duty was selected in BP1, it can be repeated in BP1 Supplement based on documented gaps. Identify key objectives – 3 objectives is optimal. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined.</td>
<td>Cannot be completed regionally</td>
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<td><strong>Note:</strong> Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
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<th>Scope</th>
<th>Regional Approach</th>
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<td><strong>3.3 E. CHBs/THDs will exercise (functional or full-scale) the physical activation of the public health department operations center (PH DOC) at least once during the grant year. Activation will include, at a minimum, the set-up of the operations center room(s), assignment of incident command staff, connection and testing of communications equipment, and staff briefings to provide role clarity and operational procedures.</strong></td>
<td>CHBs/THDs will become familiar with the use of ICS in a response and physical set-up of emergency operations.</td>
<td>* If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of the improvement process. As this requires actual physical set-up and movement of people and ‘things’, that makes it a functional or full-scale. Identify key objectives – 3 objectives is optimal. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined.</td>
<td>Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP.</td>
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<td><strong>Note:</strong> Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
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Domain 4: Countermeasures and Mitigation

**Capability 8: Medical Countermeasures**

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<th>Scope</th>
<th>Regional Approach</th>
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<tr>
<td><strong>8.1 E. 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).</strong></td>
<td>Pursue new CPOD partnerships or re-engage with those CPOD partners who may have been “on hold” for a while. Tally the number of CPOD partnerships added (vs. starting number).</td>
<td>* If this duty was selected in BP1, it can be repeated in BP1 Supplement if new CPOD partners are identified. 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>
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Domain 5: Surge Management

**Capability 5: Fatality Management**

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<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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</table>
| **5.1 E. CHBs/THDs will coordinate with the health care coalition, emergency management, and other partners to develop or revise family assistance center (FAC) plans either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include plan elements identified on the MDH provided Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted via email to MDH (health.phep@state.mn.us).** | CHBs/THDs should have a clear understanding of their role in jurisdictional fatality management response. Operational FAC plans that reflect the role, expectations, and responsibilities for CHBs/THDs should be documented. | * If this duty was selected in BP1, it cannot be repeated in BP1 Supplement. Content of the plans and exercises will be guided by PHEP Capability 5:  
  - Function 3, Priority Resource Element P1  
  - Function 4, Priority Resource Elements P1, P2 | Cannot be completed regionally, although plan templates could be created regionally and shared. |

**5.2 E. Where family assistance center (FAC) plans already exist, CHBs/THDs can exercise the FAC plan, in coordination with health care coalitions (HCCs) at the tabletop, functional, or full-scale level.**

*Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.*

| | | | |
| | To allow CHBs/THDs to test/retest their FAC Plans. | * If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of improvement process. Reference grant duty 5.1 E. scope about content. Identify key objectives – 3 objectives is optimal. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined | Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP. |
Domain 5: Surge Management

### Capability 7: Mass Care

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<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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<tbody>
<tr>
<td>7.1 E. CHBs/THDs will coordinate with the health care coalition, emergency management, and other partners to develop or revise mass care plans, either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include plan elements identified on the MDH provided Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted via email to MDH (<a href="mailto:health.phep@state.mn.us">health.phep@state.mn.us</a>).</td>
<td>CHBs/THDs should have a clear understanding of their role in jurisdictional mass care response. Operational mass care plans that reflect the role, expectations, and responsibilities for CHBs/THDs should be documented. <em>If this duty was selected in BP1, it cannot be repeated in BP1 Supplement.</em></td>
<td>Content of the plans and exercises will be guided by PHEP Capability 7: • Function 2, P1, P2, E1 • Function 3, P1, P2, P3, P4, P5 • Function 4, P1, P2</td>
<td>Cannot be completed regionally, although plan templates could be created regionally and shared.</td>
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</tbody>
</table>

Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.

| 7.2 E. Where mass care plans already exist, CHBs/THDs can exercise the plan, in coordination with health care coalitions (HCCs), at the tabletop, functional, or full-scale level. | To allow CHBs/THDs to test/retest their Mass Care Plans. *If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of improvement process.* | Reference grant duty 7.2 E. scope about content. Identify key objectives – no more than 3 to 5 are recommended. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined | Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be “played” on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP. |
## Domain 5: Surge Management

### Capability 10: Medical Surge

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<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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</table>
| **10.1 E.** CHBs/THDs will coordinate with the health care coalition, emergency management, and other partners to develop or update family reunification plans in support of medical surge operations and in coordination either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include plan elements identified on the MDH provided Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted via email to MDH (health.phep@state.mn.us). | CHBs/THDs should have a clear understanding of their role in jurisdictional family reunification plans. Operational family reunification plans that reflect the role, expectations, and responsibilities for CHBs/THDs should be documented. | * If this duty was selected in BP1, it cannot be repeated in BP1 Supplement. Content of the plans and exercises will be guided by PHEP Capability 10:  
- Function 3, Priority Resource Elements P1, P2, P3. | Cannot be completed regionally, although plan templates could be created regionally and shared. |
| **10.2 E.** Based on jurisdictional priorities, where family reunification plans already exist, CHBs/THDs will exercise the plan, in coordination with health care coalitions (HCCs), at the tabletop, functional, or full-scale level. | To allow CHBs/THDs to test/retest their family reunification plans | * If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of improvement process. Reference grant duty 10.1 E. scope about content. Identify key objectives – no more than 3 to 5 are recommended. This could be part of another elective exercise that meets the requirements of each elective duty. No more than 2 exercise duties (base or electives) can be combined | Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP. |

**Note:** Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.
## Domain 5: Surge Management

### Capability 15: Volunteer Management

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<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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</thead>
</table>
| **15.1 E.** CHBs/THDs will conduct an emergency preparedness exercise to notify and assemble volunteers (requiring volunteers to physically report to a location after being activated/notified).  

*Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.* | Test and evaluate the process and results of asking volunteers to physically report (assemble) when activated.  

*If this duty was selected in BP1, it can be repeated in BP1 Supplement if based on documented gaps as part of improvement process.*  

Content of the exercise will be guided by PHEP Capability 15. Volunteers must be asked to physically report. The number of volunteers and timeframe is left to local discretion.  

Activating volunteers for non-emergency response exercises or incidents will not fulfill this grant duty.  

Identify key objectives – 3 objectives is optimal.  

This could be part of another elective exercise that meets the requirements of each elective duty.  

No more than 2 exercise duties (base or electives) can be combined. | Each CHB/THD needs to complete its own exercise and AAR-IP. The same exercise design could be used by multiple CHB/THDs and could be ‘played’ on the same day. However, play has to occur at each CHB/THD and each CHB/THD needs to complete an AAR-IP. |
EXHIBIT B TO AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA

TERMS OF PAYMENT

A. Richfield shall pay Bloomington the total not-to-exceed amount of $48,324.00 during the term of this Agreement for services outlined below:
   1. $36,324.00 for PH Emergency Preparedness Services; and
   2. $12,000.00 for CRI Duties.

B. The amounts above will be paid according to the following terms:
   1. Bloomington shall invoice Richfield for the Services identified on Exhibit A, as follows:

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Upon Contract Execution</td>
<td>$12,081</td>
</tr>
<tr>
<td>December 1, 2018</td>
<td>$12,081</td>
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<tr>
<td>March 1, 2019</td>
<td>$12,081</td>
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<tr>
<td>June 1, 2019</td>
<td>$12,081</td>
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   2. Payment shall be made within 15 days of receipt by Richfield of Bloomington’s invoice.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Marsh USA Inc.
333 South 7th St., Suite 1400
Minneapolis, MN 55402-2400
Attn: (612) 662-7400

INSURED
CITY OF RICHFIELD
ATTN: JESSIE SWENSON
6700 PORTLAND AVE
RICHFIELD, MN 55423

CONTACT
NAME: NAIC #
PHONE: NA: AM (Area, No Ext):
FAX:
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: The League of MN Cities Ins. Trust

REVISION NUMBER: 11

COVERAGE NUMBER: CNI-075094-21-23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<tr>
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<th>ADDL/SHR SUB</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>07/01/2019</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER
City of Bloomington
Attorney's Office
1800 West Old Shakopee Road
Bloomington, MN 55431

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manasi Mukherjee

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ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of food inspection services for Richfield for 2019.

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

The proposed contract for 2019 for these services will be $138,200, compared to the 2018 contract amount of $134,200. This is a 3% increase over the dollar amount paid to Bloomington in 2018. The increase is tied to increased benefit costs and staff salaries.

RECOMMENDED ACTION:
By motion: Approve the continuation of an agreement with the City of Bloomington for the provision of food inspection services for Richfield for 2019.

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

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

C. CRITICAL TIMING ISSUES:
   - N/A

D. FINANCIAL IMPACT:
   - A 3% budget increase has been communicated to Richfield by Bloomington so the amount of $138,200 has been captured in Richfield's 2019 budget.

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

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

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

**ATTACHMENTS:**

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

This Agreement is made this ___ day of __________, 2018, by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

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

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

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

1. The term of this Agreement shall be from January 1, 2019 through December 31, 2019, subject to termination as provided in paragraph 6.

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

   a. Food establishment inspections and code enforcement as necessary.
      
      i. "High risk" food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.

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

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

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

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

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

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

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

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

5. In 2019, Richfield shall pay Bloomington the sum of ONE HUNDRED THIRTY EIGHT THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($138,200.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2019, and the remainder shall be due on November 30, 2019.

6. Either party may terminate this Agreement as follows:

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

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

7. In the event of a termination prior to December 31, 2019, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

DATED: 4/25/18

BY: 
Its Mayor

CITY OF RICHFIELD

DATED: 

BY: 
Its Mayor

DATED: 

BY: 
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a request for the temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 16, 2018, in conjunction with Richfield’s Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:
On July 25, 2018, Davanni’s requested permission to serve strong beer outside in the parking lot area of their licensed establishment in conjunction with Richfield’s Open Streets at Penn Fest event. While Davanni’s is currently licensed to sell wine and strong beer, their license is only valid for the interior area of their business and does not allow for outside service of alcohol.

This request for a temporary expansion of the licensed premises for Davanni’s would allow for the service of strong beer only, and would be valid only on Sunday, September 16, 2018, from 12:00 p.m. to 5:00 p.m. during Richfield’s Open Streets at Penn Fest event.

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

RECOMMENDED ACTION:
By motion: Approve a request for a temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 16, 2018, in conjunction with Richfield’s Open Streets at Penn Fest event.

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

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

C. **CRITICAL TIMING ISSUES:**
   - Open Streets at Penn Fest takes place on September 16, 2018, so approval by the City Council is needed at the regular meeting on September 11, 2018.

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

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

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

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Narrative, drawing &amp; insurance</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
July 24, 2018

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

Penn Fest is Sunday, September 16th from 12pm-5pm.

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

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

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

Below is a drawing of the parking lot area.

Thanks for considering this opportunity.

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

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

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

PRODUCER
Christensen Group Insurance
9855 West 78th St Ste 100
Eden Prairie, MN 55344

CONTACT
Barb Michaels
PHONE: (952) 563-1000
FAX: (952) 563-1100
E-MAIL: bmichaels@christensengroup.com

INSURER(S) AFFORDING COVERAGE
INSR. A: West Bend Mutual
NAC # 15350

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

COVERAGES
CERTIFICATE NUMBER: 17-18 GL Master
REVISON NUMBER:

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: 6345 Penn Avenue South, Richfield, MN - City of Richfield is included as an additional insured regarding General Liability as required by written contract. Includes coverage for Parking Lot during Penn Fest event.

CERTIFICATE HOLDER
City of Richfield
6700 Portland Ave
Richfield, MN 55423

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

AUTHORIZED REPRESENTATIVE
George Buchok/BARB

© 1988-2014 ACORD CORPORATION. All rights reserved.
### Additional Named Insureds

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<tr>
<th>Name</th>
<th>Type</th>
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<td>BOND PARTNERS LLP (5937 Summit Dr location)</td>
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<tr>
<td>CHAD PARTNERS LLP (310 White Bear Ave location)</td>
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<tr>
<td>CLEVELAND &amp; GRAND LLC (41 S Cleveland location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
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<td>COFFEE BENE' (53 S Cleveland location)</td>
<td>Additional Named Insured</td>
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<tr>
<td>DAVANNIS COON RAPIDS LLC (3430 129th Ave location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
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<td>DAVANNIS WOODBURY LLC (1905 Donegal Dr location)</td>
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<td>FLYING RED HORSE LLC (8061 Flying Cloud location)</td>
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<td>HEARTH, LLP (825 Montreal Way location)</td>
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<td>OVENHEARTH BAKERY</td>
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<td>PAR ASSOCIATES LLP (1905 W Perimeter location)</td>
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<td>RICH D LLC (6345 Penn Ave location)</td>
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<td>Oven Hearth Wholesale Bakery</td>
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ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of strong beer in their parking lot on Sunday, September 16, 2018, in conjunction with Richfield's Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:
On August 20, 2018, Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry requested permission to serve strong beer outside in the parking lot area of their licensed establishment in conjunction with Richfield's Open Streets at Penn Fest event. While Fireside Foundry is currently licensed to sell intoxicating liquor, their license is only valid for the interior and outside patio areas, and their license does not allow alcohol service beyond their patio area.

This request for a temporary expansion of the licensed premises for Fireside Foundry would allow for the service of strong beer only, and would be valid only on Sunday, September 16, 2018, from 12:00 p.m. to 5:00 p.m. during Richfield's Open Streets at Penn Fest.

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

RECOMMENDED ACTION:
By motion: Approve the request for a temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of strong beer in their parking lot on Sunday, September 16, 2018, in conjunction with Richfield's Open Streets at Penn Fest event.

BASIS OF RECOMMENDATION:

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

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

C. CRITICAL TIMING ISSUES:
   - Open Streets at Penn Fest takes place on September 16, 2018, so approval by the City Council is needed at the regular meeting on September 11, 2018.

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

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

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

PRINCIPAL PARTIES EXPECTED AT MEETING:
Representative of Fireside Foundry

ATTACHMENTS:
<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Narrative, drawing &amp; insurance</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
Penn Fest 2018

For Fireside Foundry:

We will be serving only beer outside from 12:00 – 5:00 pm. We have put in place a number of measures to assure compliance with all local, state and federal laws. On each end of the parking lot we will have barriers to control the flow of guest entering the Fireside Foundry parking lot. At both these entrances we will have two individuals checking id’s and when the check is completed they will give the of age patron a wrist band. When the patron then goes into the beer garden area they will have to show their wrist band. In addition if anyone looks under the age of 30 we have instructed the bartenders to complete an additional identification check at the bar. The duo at each entrance will also control the flow exiting and look for anyone attempting to leave the premises with an alcoholic beverage.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Christensen Group Insurance
9855 West 76th Street Ste 100
Eden Prairie MN 55344

INSURED
Thompsons Fireside Pizza, Inc, DBA: Fireside Pizza
3410 150th St W
Rosemount MN 55068

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is provided evidence of coverage as respects location 6736 Penn Ave S Richfield, MN. Coverage extends to parking lot area.

CERTIFICATE HOLDER
City of Richfield
6700 Portland Ave S
Richfield, MN 55423

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

AUTHORIZED REPRESENTATIVE
Dan Rockwell/MLL

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<table>
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<th>Other Named Insureds</th>
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<tbody>
<tr>
<td>Fireside Bar and Restaurant</td>
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<tr>
<td>Fireside Foundry</td>
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<tr>
<td>The Fireside Social House</td>
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<tr>
<td>Thompson Zeigler Properties LLC</td>
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<td>Thompsons Fireside Pizza II, Inc.</td>
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<td>Thompsons Fireside Pizza Inc</td>
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<td>Thompsons Zeigler Fireside Pizza I, Inc</td>
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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 11, 2018, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

EXECUTIVE SUMMARY:
On August 22, 2018, 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 11, 2018. 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 appetizers, desserts, water and coffee.

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 11, 2018, 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 11, 2018, so approval by the City Council is needed at the regular meeting on September 11, 2018.

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 first reading of an ordinance rezoning properties between Taft Park and 65th Street, and 16th Avenue and Richfield Parkway as Planned Multi-Family Residential (PMR).

EXECUTIVE SUMMARY:
NHH Properties, LLC (Developer) has submitted an application for a planned unit development that includes 2, 4-story apartment buildings along Richfield Parkway and 18, 4-unit buildings of for-sale townhomes along 16th Avenue. The Planning Commission conducted a public hearing for the proposed development on August 27 and voted unanimously to recommend approval of rezoning the property and the final development plans.

This first reading of rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the specific development plans. The second reading and final development plans will be considered by the Council on September 25, 2018.

RECOMMENDED ACTION:
By motion: Approve a first reading of an ordinance that amends Richfield Zoning Code Appendix I to change the zoning designation of Blocks 1 and 2, Iversons 2nd Addition from High-Density Residential (MR-3) to Planned Multi-Family Residential (PMR).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   ♦ This area was identified as a Redevelopment Area in 2000 as a result of a study concluding that many of structures in the area would not be capable of withstanding the negative impacts of low frequency noise.
   ♦ In 2004, the City adopted a Cedar Corridor Master Plan that called for high density housing in this area, which would serve as a buffer to the remaining single-family homes to the west. This Plan was revisited and refreshed in 2016.
   ♦ Over the years the City has worked to encourage redevelopment of the site, but a financially
feasible development opportunity has not come forward.
- In the fall of 2017, NHH Properties and Boisclair Corporation approached the Housing and Redevelopment Authority (HRA) and City Council with a proposal for redevelopment and in March of 2018, the HRA signed a pre-development agreement with NHH Properties to construct 218 market-rate apartments and up to 80 townhomes that would be affordable to household earning 100/115% of the area median income.

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

Comprehensive Plan and Zoning District Designations
The Comprehensive Plan is an expression of the community's vision for the future. This area is both guided and zoned for high-density multi-family housing. The proposed zoning change will allow for flexibility in administering specific requirements of the Zoning Code, in exchange for superior design and a project that meets the needs of the community.

This first reading is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading.

C. CRITICAL TIMING ISSUES:
- 60-DAY RULE: The 60-day clock started when a complete application was received on August 21, 2018. A decision is required by October 16, 2018 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.
- A second reading of the proposed ordinance is scheduled for September 25, 2018, alongside consideration of other required land use applications.

D. FINANCIAL IMPACT:
- The required application fees have been paid.

E. LEGAL CONSIDERATION:
- A public hearing was held before the Planning Commission on August 27. Notice of the public hearing was mailed to properties within 500 feet of the proposed development and published in the Sun Current newspaper.
- The Planning Commission recommended approval of the proposed rezoning.

ALTERNATIVE RECOMMENDATION(S):
- Reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:
Representatives of NHH Properties, LLC

ATTACHMENTS:

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Ordinance</td>
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<tr>
<td>Site Plans</td>
<td>Exhibit</td>
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<tr>
<td>Planning &amp; Zoning Maps</td>
<td>Exhibit</td>
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ORDINANCE NO. _____

AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY
CODE BY REZONING LAND BETWEEN TAFT
PARK AND 65TH STREET, EAST OF 16TH
AVENUE AS PLANNED MULTI-FAMILY
RESIDENTIAL

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 9 of Appendix 1 of the Richfield Zoning Code is amended to add a new Paragraph 9 to read as follows:

(9) M-5 Blocks 1-2, Iversons 2nd Addition.

Sec. 2. Section 14, Paragraphs 18 and 19 are repealed.

(18) M-5 (16th Ave between 63rd and 65th). Lots 2-8, Block 1, Iversons 2nd Addition and Lots 1-8, Block 2, Iversons 2nd Addition.
(19) M-5 (17th Ave between 63rd and 65th). Lots 9-4, Block 1, Iversons 2nd Addition and Lots 1-8, Block 2, Iversons 2nd Addition.

Sec. 3. 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 25th day of September, 2018.

____________________________________
Pat Elliott, Mayor

ATTEST:

____________________________________
Elizabeth VanHoose, City Clerk
CEDAR POINT 2 APARTMENTS & TOWNHOMES

RICHFIELD, MINNESOTA

ISSUED FOR: CITY SUBMITTAL
LEGAL DESCRIPTION:
Lots 2 through 14, Block 1 and Lots 1, 2, 5, and Lots 8 through 16, Block 2, IVERSON'S SECOND ADDITION, Hennepin County, Minnesota.

Together With
All that part of vacated East 64th Street lying between the easterly line of 16th Avenue South and the westerly line of 17th Avenue South (also known as Richfield Parkway), Hennepin County, Minnesota.

DATE OF PREPARATION:
8-17-2018

BENCHMARKS:
BM#1 = Top nut hydrant located at the southwest quadrant of the intersection of 17th Ave S and E 63rd St.
Elevation = 827.36

EXISTING ZONING:
MR3- High Density

AREAS:
OUTLOT A = 8,584 Sq. Ft. or 0.197 Acres
OUTLOT B = 9,274 Sq. Ft. or 0.213 Acres
OUTLOT C = 87,521 Sq. Ft. or 2.009 Acres
Lot 1 = 147,837 Sq. Ft. or 3.394 Acres
Dedicated Right of Way = 14,666 Sq. Ft. or 0.337 Acres
Total Property Area = 267,882 Sq. Ft. or 6.150 Acres

FLOOD ZONE DESIGNATION:
This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0369F, effective date of November 4th, 2016.

Rory L. Synstelien
Minnesota License No. 44565
rory@civilsitegroup.com
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of an Amendment to the Agreement for Management Services with Wheel Fun Rentals, LLC to continue management services for Malt-T-Melt Mini-Golf.

EXECUTIVE SUMMARY:
Plans are proceeding to improve access to the mini-golf facility at Veterans Memorial Park. A new entrance is being installed on the south side of the building providing direct and accessible access to the play equipment area that receives extensive use throughout the season. The existing course is being repaired also, all of which is funded by the Wheel Fun Rentals, LLC, the current vendor that has provided management services to operate the mini-golf facility since 2011.

An amendment to the current management agreement with Wheel Fun Rental, LLC was presented to Council on August 21, 2018 to lengthen the term of the agreement and increase rental fees associated with the agreement. With feedback received from the Council, proposed changes to the amended agreement include:

- Expand the operating season from April 1 to October 31 of each year.
- Expand use of the entire mini-golf building to include the space formerly used exclusively for arts programming.
- Expand the term of the agreement from September 1, 2018 to October 31, 2033 as follows:
  Initial Term, September 1, 2018 to October 15, 2023. Neither party may terminate this Agreement without cause before the expiration of the Initial Term. On or after the expiration of the Initial Term, but no later than October 15, 2023, either party may cancel this Agreement without cause by giving written notice to the other party, in which case, such termination shall be effective as of November 30, 2023. If the City terminates this Agreement pursuant to this paragraph, City will reimburse Manager for 50% of the total cost of Facility improvements constructed by Manager, in an amount not to exceed $100,000. If Manager terminates this Agreement pursuant to this paragraph, City will reimburse Manager for 40% of the total cost of Facility improvements constructed by Manager, in an amount not to exceed $80,000.
  First Renewal Term, October 16, 2023 to October 15, 2025. If neither party gives notice to terminate this Agreement by October 15, 2023, then this Agreement is automatically extended for the First Renewal Term. Neither party may terminate this Agreement without cause during the First Renewal Term.
Second Renewal Term, October 16, 2025 to October 25, 2033. After expiration of the First Renewal Term, this Agreement is automatically extended for the Second Renewal Term. Either party may terminate this Agreement without cause by giving written notice to the other party no later than October 15 of any year during the Second Renewal Term; such termination shall be effective as of November 30 of the year in which notice is given. If this Agreement is terminated during the Second Renewal Term, the City is not obligated to reimburse Manager for any costs related to Facility improvements constructed by Manager.

- The improvements to be constructed by Manager after execution of this Second Amendment must be completed no later than December 31, 2019. Such improvements include, but are not limited to: renovation of the 18-hole mini-golf course, updates to the fountain and river bed system, renovation of the natural water feature with holding pond, relocation of the pump house, underbrush maintenance, and re-building of certain sidewalk areas.
- Increase the base rent to $16,000 per year plus 10% of gross revenues from the operation of the Facility, concessions and bike rental, after $200,000 of gross revenues is received.

The amendment also stipulates that the facility, building, and operating space are city facilities used primarily for the purpose and promotion of outdoor recreation and that the vendor understands and agrees that these spaces collectively are available for traditional recreational and park uses and must remain fully open to the public. Any advertising signs placed by the vendor must indicate that activities are sponsored by the City of Richfield. The vendor also understands and agrees that, except as allowed under this Agreement, no other commercial uses are permissible. The City’s Arts Commission shall be allowed to use the Building one time per month, on a day of its choosing, for the term of this Agreement.

**RECOMMENDED ACTION:**
By motion: Approve the Amendment to the Agreement for Management Services with Wheel Fun Rentals, LLC.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**
- On April 12, 2011, City Council approved an agreement with Wheel Fun Rentals, LLC to operate Adventure Gardens Mini-Golf for a three year period. The private vendor completed a successful first season and was optimistic about continuing a relationship with the City. With the help of coordination of advertising with their other operating centers located in South Minneapolis and expertise in the amusement industry, Wheel Fun Rentals was able to sell 20% more golf rounds in their first year of operation over the previous season.
- To build on this success, improvements were made to the facility the next year to increase use. These improvements included the following:
  - Repaired, refreshed and re-branded the existing mini-golf course.
  - Repaired the water feature, stonework and replaced signage.
  - Served malts, ice cream cones and mixed coffee drinks.
  - Added two outdoor patio eating areas, plantings and a pergola.
  - Installed new flooring in the common area of the building.
- These improvements were funded by Wheel Fun Rentals and became the property of the City. City Council approved an amendment to the management agreement extending the term to September 1, 2019.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- Contracts and agreements of this type are typically reviewed and considered by City Council.

**C. CRITICAL TIMING ISSUES:**
- There are no critical timing issues for this item.

**D. FINANCIAL IMPACT:**
- Under the amended contract, the City will receive a base rent of $16,000 per year plus 10% of gross revenues from the operation of the facility, concessions and bike rental, after $200,000 of...
Wheel Fun Rentals will fund the recommended capital improvements to the mini-golf facility thereby relinquishing the need to invest capital dollars from the City’s Special Revenue Fund to pay for repairs and upkeep for the years to come. All improvements funded by the Wheel Fun Rentals will become property of the City.

E. **LEGAL CONSIDERATION:**
   - The City Attorney prepared the amendment and original agreement.
   - The amended agreement was reviewed and approved by Joe Hiller, Minnesota DNR Grants Manager, for compliance with covenants associated with State Outdoor Recreation Grants Agreement used for funding improvements in Veterans Park.

**ALTERNATIVE RECOMMENDATION(S):**
- Staff believes that a partnership with the Wheel Fun Rentals, LLC will continue to increase the number of rounds sold at Adventure Gardens and improve the City’s overall financial position of the Recreation Enterprise Fund. However, the Council may chose not to approve the Agreement and continue to operate the facility as is or to discontinue operation.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Kris Weiby, Facilities Manager

**ATTACHMENTS:**

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<th>Description</th>
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<td>Revised Second Amendment to the Management Agreement with Wheel Fun Rental, LLC</td>
<td>Contract/Agreement</td>
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</table>
THIS SECOND AMENDMENT is made as of September 11, 2018 to the Agreement for Management Services (the “Agreement”) by and between CITY OF RICHFIELD, a Minnesota municipal corporation with offices at 6700 Portland Avenue South, Richfield, MN (“City”) and WHEEL FUN RENTALS, LLC, a Minnesota limited liability company with offices at 3609 Heights Court, St. Cloud, MN (“Manager”).

Recitals

A. The Agreement for Management Services (“Agreement”) was approved by City on April 12, 2011. The Agreement set a three-year term from April 1, 2011 through September 1, 2014.

B. A First Amendment to the Agreement (“First Amendment”) was approved by the City on January 24, 2012. The First Amendment extended the term of the Agreement through September 1, 2019 and also addressed the parties’ responsibilities for facility repairs and improvements.

C. The parties now wish to enter into this Second Amendment to the Agreement (“Second Amendment”) to further extend the term of the Agreement, redefine compensation responsibilities, and establish requirements for use of the Facility.

Terms

1. **Recitals Incorporated.** The recitals set forth above are incorporated into and made a part of this Second Amendment.

2. **Recital Revised.** Recital (B) of the Agreement is amended to read as follows:

   B. City is also the owner of a building located adjacent to the Facility (the “Building”), approximately 1,664 square feet of which has been used as storage, concessions, restrooms, and office space for operation of the Facility and for bicycle rental (the “Operating Space”). The Operating Space comprises the total area of the Building.

3. **Amended Term.** Paragraph 2 of the Agreement and First Amendment is amended to read as follows:

   2. **Term.** The Facility and Operating Space are open for use seasonally, from April 1 through October 31 of each year. The initial term of this Agreement is from September 1, 2018 through September 1, 2023 (“Initial Term”). Unless this Agreement is terminated as provided in paragraph 16 below, it will automatically extend for two (2) additional renewal periods as follows: the first renewal period
is a two-year period that runs from September 1, 2023 through September 1, 2025 (“First Renewal Term”); the second renewal period is an eight-year period that runs from September 1, 2025 through October 31, 2033 (“Second Renewal Term”).

4. **Compensation.** Paragraph 3 of the Agreement is amended to read as follows:

3. **Compensation/Rent.** As compensation, the Manager will retain the gross revenues from the operation of the Facility, concessions and bike rental, less the amounts paid to the City under this paragraph. The Manager will annually pay to the City 10% of gross revenues from the operation of the Facility, concessions and bike rental, after $200,000 of gross revenues is received. The Manager will pay this sum in one installment each year, payable by November 15th of each year.

Manager shall also pay to the City a base rent of $16,000 to the City, with quarterly payments in the amount of $4,000 due on January 1st, April 1st, July 1st, and October 1st of each year.

5. **Hours of Operation and Rates.** Paragraph 5 of the Agreement is amended to read as follows:

5. **Hours of Operation and Rates.** By January 1 of each year, Manager must submit to the City’s contract manager for approval its proposed schedule of hours of operation and rental rates for the Facility and bicycle rental for the upcoming season. The City’s contract manager may disapprove the proposed schedule of hours and rates only if they are commercially unreasonable; the City must notify Manager by January 15 if the schedule is not approved, or the schedule is deemed approved. If the schedule is not approved, Manager must submit a revised, commercially reasonable schedule to the City’s contract manager by February 1 preceding the season for which the rates are applicable.

The hours of operation must include the mini-golf course open to the public starting the first weekend of May through the last weekend of October each year and open seven (7) days per week from June 1st through August 31st of each year.

6. **Staffing.** Paragraph 6 of the Agreement is amended as follows:

6. **Staffing.** At its sole expense, Manager must provide sufficient personnel to operate, maintain and repair the Facility, concessions and bicycle rental at all times during each operating season. This includes responsibility for general housekeeping and janitorial duties on days that the Facility is open to the public. Manager is required to obtain criminal background checks on each of its employees who will perform services under this Agreement. In advance of the season starting date of
each year, Manager must certify in writing to City that criminal background checks have been performed on Manager’s staff as required by this Agreement.

7. **Facility Repairs and Improvements.** Paragraph 8 of the Agreement is amended as follows:

8. **Facility Repairs and Improvements.** Manager is responsible to maintain the Facility and Operating Space at its expense at all times during each operating season. Manager is responsible for conducting regular inspections of the Facility and Operating Space and notifying City of any required repairs. City is responsible for making repairs to the Building in which the Operating Space is located. Manager, at its expense, shall perform all repairs to the Facility, but must notify City prior to effecting any repair with an estimated cost that exceeds $500.00. Prior to making any improvements to the Facility or Building at a cost that exceeds $500.00, Manager must deliver plans, specifications, a proposed construction schedule and proof of financing to City for City’s approval. All improvements must be contracted in accordance with the Minnesota Uniform Contracting Law, and the City and Manager shall determine which party will contract for the improvements and the responsibility for the cost of the improvements, all of which shall be set forth in a separate letter agreement at the time the improvement is approved. The City’s city manager is authorized to approve improvements estimated to cost $10,000 or less; the City’s city council must approve all other improvements. All work must be performed in accordance with applicable laws and ordinances. All improvements to the Facility or Building shall be the property of the City. For all improvements contracted by Manager, Manager must obtain mechanic’s lien waivers and provide City with copies of the same.

The improvements to be constructed by Manager after execution of this Second Amendment must be completed no later than December 31, 2019. Such improvements include, but are not limited to: renovation of the 18-hole mini-golf course, updates to the fountain and riverbed system, renovation of the natural water feature with holding pond, relocation of the pump house, underbrush maintenance, and re-building of certain sidewalk areas.

8. **Termination.** Paragraph 16(A) of the Agreement is amended as follows:

16. **Termination.** This Agreement may be terminated as provided in this paragraph, and payment of compensation shall be prorated to the last day this Agreement remains in force.

   A. **Termination Without Cause.**

      1. **Initial Term.** Neither party may terminate this Agreement without cause before the expiration of the Initial Term. On or after the expiration of the Initial Term, but no later than October 15, 2023, either party may cancel this Agreement without cause by giving
written notice to the other party, in which case, such termination shall be effective as of November 30, 2023. If the City terminates this Agreement pursuant to this paragraph, City will reimburse Manager for 50% of the total cost of Facility improvements constructed by Manager, in an amount not to exceed $100,000. If Manager terminates this Agreement pursuant to this paragraph, City will reimburse Manager for 40% of the total cost of Facility improvements constructed by Manager, in an amount not to exceed $80,000.

2. **First Renewal Term.** If neither party gives notice to terminate this Agreement by October 15, 2023, then this Agreement is automatically extended for the First Renewal Term. Neither party may terminate this Agreement without cause during the First Renewal Term.

3. **Second Renewal Term.** After expiration of the First Renewal Term, this Agreement is automatically extended for the Second Renewal Term. Either party may terminate this Agreement without cause by giving written notice to the other party no later than October 15 of any year during the Second Renewal Term; such termination shall be effective as of November 30 of the year in which notice is given. If this Agreement is terminated during the Second Renewal Term, the City is not obligated to reimburse Manager for any costs related to Facility improvements constructed by Manager.

9. A new paragraph 23 is added to the Agreement as follows:

23. **Permissible Uses.** The Facility, Building, and Operating Space are city facilities used primarily for the purpose and promotion of outdoor recreation. Manager understands and agrees that these spaces collectively are available for traditional recreational and park uses and must remain fully open to the public. Any advertising signs placed by Manager must indicate that activities are sponsored by the City of Richfield. Manager also understands and agrees that, except as allowed under this Agreement, no other commercial uses are permissible. The City reserves the right to conduct or sponsor additional recreational activities, as well as store recreational equipment, in the areas covered by this Agreement. The City’s Arts Commission shall be allowed to use the Building one time per month, on a day of its choosing, for the term of this Agreement.

9. **Effect of Amendment.** Except as expressly modified by this Second Amendment, the terms and conditions of the Agreement and First Amendment remain in full force and effect.
| By ___________________________ | By ___________________________ |
| Its Mayor                      | Its Manager                    |
| By ___________________________ |                             |
| Its City Manager               |                             |
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the first reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners and scheduling a second reading on September 25, 2018.

EXECUTIVE SUMMARY:
In recent years, Naturally Occurring Affordable Rental Housing (NOAH) in Richfield and throughout the metro area has become vulnerable to being purchased, renovated and rents raised. While investment in our rental housing stock is welcomed, the increased rents that occur when NOAH is converted to market-rate housing have displaced countless residents from their homes. With low vacancy rates and a lack of new affordable units being constructed across the metro area, this displacement has had a devastating impact on low-income households who call rental housing their home.

Much of Richfield's rental housing stock is NOAH housing, and the City desires to protect this valuable resource and to provide housing stability and protection to the residents who live in this affordable housing. The City has spent over a year considering a variety of tools and strategies to preserve the City's NOAH housing. The proposed tenant protection ordinance is one of these tools. The first tenant protection ordinance in the metro area was developed by a group of rental property owners and tenant advocacy organizations and adopted by the City of St. Louis Park. The ordinance under consideration is based on this work.

Under the proposed tenant protection ordinance, new owners of rental housing (defined as buildings with three or more units) will be required to provide a 90-day protection period following the sale of a property, during which time new owners must provide financial compensation to tenants if they do any of the following three things:

1. terminate a rental agreement without just cause;
2. raise rents, or
3. initiate a new screening process that results in terminating an existing tenant's lease.

If an owner does any of these three things during the protection period, they must pay relocation assistance to the displaced tenant equal to three months' contract rent. The new owner will be required to send notice to the tenant within 30 days of closing on the property, informing them of the new ownership, whether or not any of these three things will occur during the 90-day protection period, and if they intend to do them following the
expiration of the protection period.

A version of the ordinance was brought before the Council and Housing & Redevelopment Authority (HRA) at a July work session. Since that time, staff and the City Attorney have made changes to the ordinance based on feedback from policymakers and the public and in order to make the ordinance language clear and easy to understand and to administer. The most substantive changes include the following:

- Section 409: The statement of purpose states that the ordinance is about providing housing stability and protection to tenants in affordable housing.
- Section 409.03, subd. 5: The notice must be provided in a tenant's native language upon request.
- Section 409.05: The section has been revised and reformatted to clearly indicate when relocation payments must be made.
- Section 409.05, subd. 1(b): The revision clarifies that if rents are raised during the 90-tenant protection period and a tenant moves out, then the new owner is required to pay relocation benefits.

A second reading is proposed for September 25, 2018. The ordinance would become effective on January 1, 2019.

**RECOMMENDED ACTION:**

By Motion:

1. Approve the first reading of an ordinance adopting a new City Code Section 409 relating to the sale of affordable rental housing and establishing notice and relocation assistance requirements for new owners and

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- Since April of 2017, the City Council has been considering the need to preserve the City’s NOAH and has studied a variety of tools and strategies to do so.
- In October 2017, the City Council and HRA established goals and a work plan for strengthening the City's apartment communities. The proposed ordinance supports these goals and is one step in the work plan.
- In May, 2018, the Council directed staff to move forward on developing a tenant protection ordinance.
- On July 16, 2018, the Council reviewed a draft tenant protection ordinance at a work session.
- Following the work session, the ordinance was made available on the City's website and comments on the ordinance were encouraged.
- Several written comments were received on the proposed ordinance. In summary, people wrote:
  - In support of passing the ordinance and providing protection to tenants living in affordable housing.
  - The ordinance should be expanded to provide greater protection to residents living in accessible apartments.
  - By applying the ordinance only to affordable housing, landlords may be encouraged to raise rents in order to avoid the regulations.
  - A landlord recovery fund is needed that would assist landlords in recovering extraordinary costs incurred from damage by tenants.
- More extensive comments and questions were submitted by the Richfield Community Housing Team. Those comments and staff's written responses are attached.

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

- The proposed ordinance furthers the Council goal to strengthen protections for renters in order to promote housing stability.

C. **CRITICAL TIMING ISSUES:**

- Second reading of the ordinance will take place on September 25, 2018.
- The ordinance will take effect on January 1, 2019.
Information on the ordinance will be sent to rental property owners with annual rental license renewals in October.

D. **FINANCIAL IMPACT:**
   - The proposed ordinance will require City staff to publicize and enforce the notification requirements. At this time, existing Community Development staff will carry out these responsibilities.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has prepared the proposed ordinance.
   - A second and final reading would be scheduled for September 25, 2018.
   - A public hearing on the ordinance is not legally required; however, the Council may choose to accept public testimony on the ordinance.

**ALTERNATIVE RECOMMENDATION(S):**
1. Deny a first reading of the ordinance.
2. Conduct a first reading with amendments.

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

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance</td>
<td>Ordinance</td>
</tr>
<tr>
<td>Richfield Community Team Housing Comments</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
BILL NO. ________

AN ORDINANCE ADOPTING A NEW CITY CODE SECTION 409 RELATING TO THE SALE OF AFFORDABLE RENTAL HOUSING AND ESTABLISHING NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS FOR NEW OWNERS

THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. The Richfield City Code is amended by adding a new Section 409 as follows:

SECTION 409. – SALE OF AFFORDABLE RENTAL HOUSING; NOTICE AND RELOCATION ASSISTANCE REQUIREMENTS

409.00. – Purpose. It is the purpose of this Section to provide housing stability and protection to tenants in affordable rental housing who are facing displacement by providing for notice to the City and tenants when transitions from current affordable housing uses are planned, and providing tenant relocation assistance when affordable housing is converted and tenants are required to move without adequate time to find new housing.

409.01. – Definitions.

Subdivision. 1. The following definitions apply in this Section:

(a) “Affordable housing building” means an apartment house as defined in 407.03 having three or more dwelling units, where at least 20% of the units rent for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota- Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(b) “Affordable housing unit” means a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul- Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

(c) “Cause” means the tenant or a member of the tenant’s household materially violated a term of the lease or rental agreement, or violated an applicable federal, state, or local law or regulation.

(d) “Relocation assistance” means a payment in the amount equal to three months of the current contract rent charged to the tenant.

(e) “Tenant protection period” means the period that commences on the date when a real estate closing transfers ownership of an affordable housing building and runs through the end of the 3 calendar months following the month in which written notice of the transfer is sent to each affordable housing unit tenant pursuant to subsection 409.03.
409.03. – Transfer of Ownership.

**Subdivision 1.** Notice. Whenever ownership of an affordable housing building is transferred, the new owner shall, within thirty (30) days after the date on which a real estate closing transfers ownership of the affordable housing building, give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must include the following information:

(a) The name, mailing address, and telephone number of the new owner.

(b) The following statement: Richfield City Code Section 409 provides for a three-month tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under Section 409, affordable housing unit tenants are entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:

(1) Without cause, terminates or does not renew the tenant’s rental agreement;

(2) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or,

(3) Requires existing affordable housing unit tenants to comply with new residency screening criteria and the owner terminates the tenant’s rental agreement.

(c) Whether there will be any rent increase during the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect.

(d) Whether the new owner will require existing affordable housing unit tenants to comply with new residency screening criteria during the tenant protection period and, if so, a copy of the new screening criteria.

(e) Whether the new owner will, without cause, terminate or not renew the tenant’s rental agreement during the tenant protection period, and if so, the date the rental agreement will terminate and the amount of relocation assistance that will be provided.

(f) The date the tenant protection period will expire.

(g) Whether the new owner, after the tenant protection period expires, intends to: increase rent; require existing affordable housing unit tenants to comply with new residency screening criteria; or, without cause, terminate or not renew affordable housing unit rental agreements and, if so, when the new owner intends to take such actions.

**Subd. 2.** Amended notice required. If a new owner decides to take action during the tenant protection period that is different than the action described in the notice required under subsection
409.03, subd. 1, the owner must send the impacted tenant or tenants an amended notice describing the modified action and the timing for the same.

**Subd. 3.** Copy of notices to City. The new owner shall provide a copy of the notices required by this subsection to the City at the same time notice is provided to the tenant or tenants.

**Subd. 4.** Copy of Rent Roll to City. If the new owner claims the property or the unit does not meet the definition of Affordable Housing Building or Affordable Housing Unit, upon request, the owner shall provide a copy of the rent roll, including the amount of contract rents paid by tenants, to the City.

**Subd. 5.** Language requirement. Each notice required by this subsection shall contain an advisory that reads as follows: “This is important housing information. If you do not understand it, have someone translate it for you now.” This advisory must be stated in the notice in the following languages: Spanish, Somali, and Hmong. Upon request by a tenant, the owner must provide a written translation of the notice into the tenant’s native language.

**409.05. – Relocation Assistance.**

**Subdivision 1.** When required. A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants when, during the tenant protection period, the new owner:

(a) Without cause, terminates or does not renew the tenant’s rental agreement; or,

(b) Raises the rent and the tenant submits a written notice of termination of their rental agreement; or

(c) Requires existing tenants to comply with new residency screening criteria and the owner terminates the tenant’s rental agreement.

**Subd. 2.** When paid. The new owner must pay the relocation assistance to the tenant within 30 days after receiving tenant’s written notice of termination of the rental agreement or within 30 days after the owner notifies the tenant that the rental agreement will be terminated or not renewed.

**409.07. – Penalty.**

**Subdivision 1.** A violation of subsection 409.05 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code Section 325. Notwithstanding any provision of City Code Section 325, the penalty for a violation of subsection 409.05 shall be the sum of the applicable amount of relocation assistance plus $500.

**Subd. 2.** A violation of subsection 409.03 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code 325.

**Subd. 3.** A violation of this Section as to each dwelling unit shall constitute a separate offense.
409.09. – Payment by City to Displaced Tenant. Within 30 days after a person pays the penalty provided for in subsection 409.07, subd. 1, the city shall pay to the displaced tenant of the affordable housing unit for which the violation occurred, the applicable amount of relocation assistance.

SECTION 2. This Ordinance shall take effect January 1, 2019.

ADOPTED this ______ day of ______________, 2018, by the City Council of the City of Richfield.

By: _____________________________

Pat Elliott, Mayor

ATTEST:

________________________

Elizabeth VanHoose, City Clerk
Dear Julie,

The leaders of the Richfield Community Housing Team have reviewed the draft ordinances for Inclusionary Housing and 90-Day Tenant Protection Period. We appreciate the work that has gone into drafting these and think it will be an important step toward protecting tenants from involuntary displacement and ensuring affordable housing is available into the future. We do, however, have some concerns about the current wording of these ordinances and would ask that you create the strongest versions possible. Here are several points we would like you to consider:

[...]

90-Day Protection Ordinance:

1. We believe this ordinance is more about protecting tenants from displacement than ensuring housing availability. The purpose of the ordinance should be updated to reflect that.

   A: The purpose statement has been updated.

2. Relocation assistance should have a minimum guaranteed dollar amount listed for different sized units. Regardless of how low someone’s rent may be now, a quick displacement will cost over $2,000 for smaller units and upwards of $4,000 for larger units.

   A: We believe a formula based on current rents paid is the most straightforward for owners to administer.

3. The notices in this ordinance should be in tenants’ preferred language so they can understand and respond to what is happening.

   A: We’ve added a requirement to provide the notice in tenant’s native language upon request.

4. Whose responsibility is it to report owners’ non-compliance with this ordinance? Does it fall to the tenant to report or does the city proactively check to make sure this is happening?

   A: We will work proactively to inform the City’s current owners about the requirement. We plan to notify existing owners annually through their rental licensing renewals and will take other measures to publicize the requirements. Since we do not currently have a system in place where we get notified of a sale, or know who potential new owners might be, ensuring compliance will be challenging.

5. We would like to see an additional category for wheelchair accessible units that provides higher relocation assistance and 120-Day protection period for tenants in need of an accessible unit.

   A: We need more information on this issue before moving forward. We don’t want to slow progress by waiting to pass the ordinance until we do this research.
6. Why is this limited to buildings with 3 or more units?

A: There are currently 162 apartment buildings in Richfield but over 700 single family and duplex rentals. We are proposing an ordinance that we believe has the greatest chance of success to reach a significant number of people while recognizing the City’s limited resources.

Thank you for your work! We ask that you continue to consider the voices and concerns of the people most directly impacted by the affordable housing crisis. Please let us know if you have any questions.

-The Richfield Community Housing Team
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution opposing the concept of allowing strong beer, spirits and wine to be sold, for off premise consumption, at any outlet other than the municipal liquor stores.

EXECUTIVE SUMMARY:
The City of Richfield operates four municipal liquor stores. The concept of city-owned stores was initially established to control the sale of alcoholic beverages. Profits obtained from the sale of products sold at the municipal liquor dispensary are traditionally used to fund recreational projects in the City of Richfield. Allowing additional outlets that are not city-owned to sell similar products would reduce both control and funding for city recreational projects in the future.

RECOMMENDED ACTION:
By motion: Adopt a resolution to oppose the concept of allowing strong beer, spirits and wine to be sold, for off premise consumption, at any outlets other than the municipal liquor stores.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   ♦ A bill was introduced in the 2017 legislative session to allow wine, beer and spirits to be sold in grocery and convenience stores. The bill is expected to be introduced again next year. In preparation, staff is recommending that the City Council pass a resolution in opposition to the initiative.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   ♦ Currently, the only licensed retail beverage outlets are city-owned.

C. CRITICAL TIMING ISSUES:
   ♦ Establishing a position prior to the 2019 legislative session allows the Council time to respond to public feedback.

D. FINANCIAL IMPACT:
   ♦ Off premise sale of alcoholic beverages by any outlet other than the municipal liquor stores would dilute the annual profits obtained from beverage sales in Richfield.
E. **LEGAL CONSIDERATION:**
   - None

**ALTERNATIVE RECOMMENDATION(S):**
   - Council may choose to not to adopt the resolution.

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

**ATTACHMENTS:**

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

RESOLUTION OPPOSING ALLOWING STRONG BEER, SPIRITS AND WINE IN OTHER OUTLETS THAN THE MUNICIPAL LIQUOR STORE

WHEREAS, the sale of strong beer, spirits and wine for off premise consumption, in any Richfield business outlet, other than the Municipal Liquor Stores, could cause problems in our youth and at risk adults of uncontrolled and excessive drinking and subsequent increases in police protection and public health costs; and

WHEREAS, the sale of strong beer, spirits and wine in any Richfield business outlet, for off premise consumption, other that the Municipal Liquor Stores would be damaging, injurious and otherwise detrimental to the financial status of the Richfield Municipal Liquor Store and the City itself

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, hereby express our opposition to the sale of strong beer, spirits and wine, for off premise consumption, in the City other than at the Richfield Liquor Stores.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.

__________________________________________
Pat Elliott, Mayor

ATTEST:

__________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the appointment of youth members to City advisory board/commissions.

EXECUTIVE SUMMARY:
City advisory commission terms for youth members are for one year and terms expired on August 31, 2018. City Manager’s office to conducted a recruitment seeking applicants to fill the youth vacancies for 2018-2019. This recruitment included information on the City’s website, Facebook page, and communication with the local high schools.

Applicants were interviewed at a special City Council work session on September 4, 2018, and are considered for appointment based on their stated commission preference.

RECOMMENDED ACTION:
By motion: Appoint persons to fill vacant youth terms on City advisory board/commissions.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • This information is contained in the Executive Summary.

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

C. CRITICAL TIMING ISSUES:
   • Terms of City advisory commission youth members expired on August 31, 2018.

D. FINANCIAL IMPACT:
   • N/A

E. LEGAL CONSIDERATION:
   • The September 4, 2018, special City Council work session was posted in accordance with the open meeting law requirements.

ALTERNATIVE RECOMMENDATION(S):
- The City Council may choose to defer the appointments to a future City Council meeting; however, this would leave vacancies on the board/commissions.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacancy List</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
### YOUTH COMMISSION VACANCIES

<table>
<thead>
<tr>
<th>Commission</th>
<th>Name</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVISORY BOARD OF HEALTH</td>
<td>Ruth Kiflu (reappointment)</td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>ARTS COMMISSION</td>
<td></td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>COMMUNITY SERVICES COMMISSION</td>
<td></td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>FRIENDSHIP CITY COMMISSION</td>
<td></td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>HUMAN RIGHTS COMMISSION</td>
<td></td>
<td>August 31, 2019</td>
</tr>
<tr>
<td>TRANSPORTATION COMMISSION</td>
<td>Jack Wold (reappointment)</td>
<td>August 31, 2019</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of adoption of the 2018 Revised/2019 Proposed Budget resolutions adopting the 2019 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, and authorizing revision of 2018 budget of various departments.

EXECUTIVE SUMMARY:
On September 5, 2018, a special City Council meeting was held for the purpose of presenting and discussing the 2018 Revised/2019 Proposed Budget and 2019 preliminary property tax levy.

At this meeting staff presented to the City Council a preliminary gross tax levy of $21,626,692 which includes a levy for general fund operations of $16,716,313, a debt service levy of $3,170,338, a tax abatement levy of $372,760, an equipment and technology levy of $800,000, and an Economic Development Agency levy of $567,281. Accordingly, the 2019 preliminary gross levy represents a 4.87% increase from the 2018 gross levy.

As Council is aware, once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount.

In addition, the City must certify its proposed property tax levy for payable year 2018 to the County Auditor and set a date for its Truth in Taxation public meeting on or before October 1, 2018.

The Truth in Taxation public meeting must be held between November 25 and December 28, 2018 and must occur at 6:00 p.m. or later. The City’s Truth in Taxation public meeting is scheduled for Wednesday November 28, 2018 at 6:00 p.m. at the City of Richfield Municipal Center.

RECOMMENDED ACTION:
By motion: Adopt resolutions establishing the 2019 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, and authorizing revision of 2018 budget of various departments.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   ♦ N/A
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06.
- Consequently, as required by the Truth in Taxation legislation (MS 275.065) each “taxing authority” must certify its proposed property tax levy for payable year 2019 to the County Auditor on or before October 1, 2018. “Taxing authority” includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.
- In addition, each “taxing authority” with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by October 1, 2018. This Truth in Taxation public meeting must be held between November 25 and December 28, 2018 and must occur at 6:00 p.m. or later.

C. CRITICAL TIMING ISSUES:

- Along with the 2018 Revised/2019 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year’s Truth in Taxation public meeting. It is recommended that this year’s meeting be set for 6:00 p.m. Wednesday, November 28, 2018. As Council Members are aware, at these public meetings, the tax levy may be reduced from the preliminary tax levy, but not increased.
- All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before October 1, 2018.

D. FINANCIAL IMPACT:

- The preliminary gross levy for taxes payable 2019 as presented is $21,626,692.
- The City’s tax capacity rate is anticipated to decrease from 57.729% to 52.855%.
- Included in the 2019 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of $800,000 and a levy to fund the Economic Development Authority of $567,281.
- A final resolution for consideration authorizes the revision of the 2018 budget to conform to the most recent 2018 revenue and expenditure projections.

E. LEGAL CONSIDERATION:

- N/A

ALTERNATIVE RECOMMENDATION(S):

- The City Council could adopt a lesser 2019 preliminary property tax levy or 2018 Revised/2019 Proposed budget or select other allowable Truth in Taxation hearing dates.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution Adopting a Proposed 2019 Budget and Tax Levy</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution Authorizing Budget Revisions</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution Authorizing Revision of 2018 Budget of Various Departments</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
RESOLUTION NO.
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2019

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by October 1, 2018 and then recertified before December 28, 2018.

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

1. The budget for the City of Richfield for the year 2019 is hereby approved and adopted with appropriations for each of the departments to be as follows:

   General Fund

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative/Executive</td>
<td>$928,660</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>1,404,090</td>
</tr>
<tr>
<td>Public Safety</td>
<td>9,516,580</td>
</tr>
<tr>
<td>Fire Services</td>
<td>4,441,800</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,571,710</td>
</tr>
<tr>
<td>Public Works</td>
<td>4,187,140</td>
</tr>
<tr>
<td>Recreation Services</td>
<td>1,968,070</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>210,000</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td><strong>$24,228,050</strong></td>
</tr>
</tbody>
</table>

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2019 which are more fully detailed in the City Manager’s official copy of the 2019 budget, are hereby found and determined to be as follows:

   **TOTAL GENERAL FUND** $24,228,050

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2018, payable in 2019 for the following purposes and in the following amounts:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund(^1)</td>
<td>$16,716,313(^2)</td>
</tr>
<tr>
<td>Equipment</td>
<td>800,000</td>
</tr>
<tr>
<td>Economic Development Authority</td>
<td>567,281</td>
</tr>
<tr>
<td>Debt Service</td>
<td>3,170,338</td>
</tr>
<tr>
<td>Cedar Point Tax Abatement</td>
<td>372,760</td>
</tr>
</tbody>
</table>

\(^1\) Provision has been made in the General Fund for the payment of the City’s contributory share to Public Employees’ Retirement Association.

\(^2\) General Fund Levy includes all fiscal disparities distribution amounts.
4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2012A, will be reduced from $143,336 to $130,955 due to the use surplus bond proceeds from the issue.

5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from $625,203 to $276,301 due to the utilization of gas and electric franchise fees.

6. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from $703,474 to $375,563 due to the utilization of gas and electric franchise fees.

7. The budget for the Housing and Redevelopment Authority of Richfield for the year 2019 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2018, payable in 2019 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing and Redevelopment Authority</td>
<td>$594,781</td>
</tr>
</tbody>
</table>

8. The budget for the Economic Development Authority of Richfield for the year 2019 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2018, payable in 2019 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Authority</td>
<td>$567,281</td>
</tr>
</tbody>
</table>

9. A certified copy of this resolution shall be transmitted to the County Auditor.

10. The Truth in Taxation public meeting shall be set for 6:00 p.m. November 28, 2018.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.
RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.

2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.

3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

   Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2018 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 11445 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2018; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2018 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2019 budget document.

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

1. That the 2018 appropriations for each department of the General Fund be amended to establish the following totals:

   General Fund
   Legislative/Executive $ 900,870
   Administrative Services 1,384,690
   Public Safety 9,008,680
   Fire Services 4,270,910
   Community Development 1,475,280
   Public Works 4,085,980
   Recreation Services 1,925,140
   Transfer Out 195,000
   TOTAL GENERAL FUND $23,246,550
   DECREASE $ 103,460

2. Estimated 2018 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager’s official copy of the proposed 2019 budget, are hereby revised as follows:

   DECREASE $103,460

3. That the City Manager and the Finance Manager bring into effect the provisions of this resolution.

   Adopted by the City Council of the City of Richfield, Minnesota this 11th day of September 2018.

   Pat Elliott, Mayor

   ATTEST:

   Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution approving the 77th Street Improvements Final Layout dated October 2017 and the use of eminent domain to acquire private property as required for the construction of the 77th Street/Richfield Parkway Project.

EXECUTIVE SUMMARY:
The 77th Street underpass construction project has had multiple layouts over the last 20 years. Many of those layouts required excessive right-of-way acquisition or additional bridges that added cost to an unfunded project. In the last four years, as various funding sources have been awarded to the project, the design has been refined to minimize the right-of-way and bridge work needed to still achieve the goals of the project. The final design layout reflects those refinements as well as comments from project open houses and Council work sessions.

Although the right-of-way needed to complete the project was minimized from previous designs, it still requires the acquisition of the Motel 6 property due to the proximity of the Highway 77/I-494 Interchange. Appraisals of the property have been completed by the City's consultant and in order to stay on a schedule to start construction in the Spring of 2019, the Council must approve the use of eminent domain prior to making a last written offer. Approval of the resolution does not require the City to use eminent domain if a purchase agreement can be negotiated outside of that process.

The timeline for using eminent domain to acquire the parcel is as follows:
- September 11, 2018: Resolution directing a last written offer (pursuant to Minn. Stat. § 117.031); and, authorizing eminent domain and approving the appraised value of the real property to be condemned using the quick-take statute, Minn. Stat. § 117.042.
- September 12, 2018: The City’s direct purchase consultant to make a last written offer pursuant to Minn. Stat. § 117.031
- October 1, 2018: District Court Condemnation Petition and Notice of Lis Pendens.
  - City Attorney effectuates Three (3) Parallel Eminent Domain Notice Processes.
- January 8, 2019: City Attorney completes the Three (3) Parallel Eminent Domain Process Time Periods.
- January 22, 2019: City Attorney completes a District Court Hearing on the City’s Condemnation Petition that requests that the District Court award the City with title and possession to the property and deposits the City’s quick take payment in order to achieve title and possession to the property.
In order to receive final plan approval for the project from MnDOT, title and possession of all right-of-way must be complete. There are several temporary easements needed to complete construction that will run on their own timeline and be brought to the Council as needed in the future.

**RECOMMENDED ACTION:**

By motion: Adopt a resolution approving the 77th Street Improvements Final Layout dated October 2017 and the use of eminent domain to acquire private property as required for the construction of the 77th Street/Richfield Parkway Project.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- The City Council passed Resolution No. 10847 on October 8, 2013 supporting the 77th Street Underpass Project.
- The City Council passed Bill No. 2013-24 on December 10, 2013 adopting the 77th Street Underpass Official Right-of-Way Map (City Ordinance 551).
- The current layout reduces the impact from the official map but still requires the Motel 6 parcel.
- An open house was held March 10, 2016 gathering feedback on two layout options.
- A City Council work session was held on April 12, 2016 in which staff presented the layout options, the open house feedback, and received direction on the design moving forward. Council directed staff to explore another alternative layout that provided the future Richfield Parkway connection along the east side of Washington Park, eliminating the need for a bridge or intersection for old Cedar Ave.
- A City Council work session was held on May 10, 2016 in which staff presented the alternative Richfield Parkway connection layout brought up at the April 12 meeting. Council consensus was to direct staff to proceed with this layout.
- A City Council work session was held on June 27, 2017 in which staff updated the Council on project design, schedule, and funding.
- A project open house was held January 18, 2018 gathering feedback on the project layout including both the Richfield Parkway connection and separate improvements to Washington Park. Comments primarily focused on the sledding hill, parking, and other park impacts.
- A City Council work session was held on February 27, 2018 in which staff presented the open house feedback, and received direction on the design moving forward including informal approval of the Preliminary Design Layout.

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

- The City has the legal authority to acquire private property by eminent domain for a public purpose.
- Consistent with City Ordinance No. 551, the subject property has been identified as requiring full purchase for the 77th Street/Richfield Parkway Project.
- Right-of-way acquisition procedures set forth by Minnesota Department of Transportation and the Federal Highway Administration are being followed.

C. **CRITICAL TIMING ISSUES:**

- Condemnation proceedings must begin soon to maintain the right-of-way acquisition timeline established for 2019 construction.

D. **FINANCIAL IMPACT:**

- Funding for the purchase of property required for the 77th Street/Richfield Parkway Project will be primarily provided by Hennepin County funds.
- Additional funding is available through State and local sources.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed the resolution and will be present at the meeting to answer questions.
**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

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RESOLUTION NO. 10847

RESOLUTION FOR SUPPORT OF THE 77th STREET/TRUNK HIGHWAY 77 UNDERPASS PROJECT

WHEREAS, the City of Richfield has previously completed phased improvements to 77th Street Corridor including 77th Street expansion and the reconstruction of the Penn Avenue Bridge over I-494, the 76th Street Bridge over I-35W, and the Lyndale Avenue Bridge over I-494; and

WHEREAS, the City of Richfield feels the construction of the 77th Street underpass of Trunk Highway 77 would provide the following:
- Completion of the 77th Street Corridor Plan
- I-494 traffic congestion relief
- Multi-modal connection to MSP International Airport, the Mall of America, and the Metro Transit South Maintenance Garage
- Regional Trail connection between the Minneapolis Grand Rounds and the Minnesota National Wildlife Refuge
- Increased redevelopment opportunities along the I-494 corridor; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the City Council of the City of Richfield hereby supports the construction of the 77th Street/Trunk Highway 77 Underpass Project:

Adopted by the City Council of the City of Richfield, Minnesota this 8th day of October, 2013.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk
SECTION 551 - OFFICIAL MAP

551.01. - Official Map - I-494.

Subd. 1. Adoption. For the purpose of carrying out the policies of the major thoroughfare plan and the community facilities plan of the City, the official map of the I-494 expansion is hereby adopted.

Subd. 2. On File. A copy of the official map, or sections thereof with a copy of the adopting ordinance attached shall be filed with the County Recorder and be on file in the Community Development Department of the City. (Added, Bill No. 2000-13)

551.02. - Official Map - 77th Street Underpass.

Subd. 1. Adoption. For the purpose of carrying out the policies of the major thoroughfare plan and the community facilities plan of the City, the 77th Street Underpass Official Right-of-Way Map is hereby adopted.

Subd. 2. On File. A copy of the official map, or section thereof with a copy of the adopting ordinance attached shall be filed with the County Recorder and be on file in the Public Works Department of the City.

(Added, Bill No. 2013-24)
77th Street Underpass Layout Option

TH 77 (Cedar Ave) Intersection with 77th Street
77th Street Underpass Layout Option
March 10, 2016 OPEN HOUSE #1 SUMMARY

Meeting Purpose

The goal of the open house was to let the public know about the upcoming project as well as give them an opportunity for comment on the alignment options for the frontage road connection to 77th St. (This open house was combined with the open house for the planning for Richfield Parkway from 66th Street to 77th Street.)

Meeting Summary

88 people signed in. It is estimated that there were many more in attendance that did not sign in.

18 comment cards were received

Comments

• Cedar & 77th. Do right out only. No left turn to avoid too much infrastructure
• Would support straight connection from greenway to 77th St.
• I prefer the direct north connection on the 77th/77th closing
• We like the idea of a straight connection of the greenway to 77th Street underpass
• In regards to the Cedar over/underpass, we are in favor of trying to take the apartment building and its garages out. Or try to obtain them and demolish. Are there any units section 8?
• Recommend taking the apartment building out. Not building the bridge (at 77th Street area)
• 77th Street East exit. Bridge = Cost + Maint = Ease of Access On Cedar = Less Cost + Maint = Same
• No bridge over 77th In favor of “moving” the apartment building and hotel.
77th Street Improvements
Public Meeting Comments
January 18, 2018
4:00 p.m.

- Roadway Design
  - Add TH 77 exit at 76th St.
  - Remove unnecessary right turn lane.
  - Don’t have back of curb trail.
  - Add on-street parking to both sides of Richfield Parkway.
  - Adjust speed limits.
    - Concerned with new car dealerships that roadway/underpass will promote a speedway. (2 comments)
  - Underpass should allow for access to both airport terminals.

- Park
  - Add parking. (4)
  - No additional parking needed.
  - Hill should be removed. (2)
    - Removes security risk and unknown activities.
  - Keep the Hill. (4)
    - Only location for sledding in Southeast Richfield.
    - Hill also used in the summer.
  - Consider the orientation of the soccer fields and where balls may be kicked.

- Area Development
  - Remove the Motel 6. (2)
  - Keep current apartments and homes. (2)
  - Limit size of cul-de-sac, takes up sizable portion of land.
  - Add dog park in current park or site of Motel 6. (2)
  - Add trail around Wilson Pond.

- Miscellaneous
  - Additional noise.
  - Can something be done at 18th & 76th to encourage motorized traffic to go to Old Cedar?
  - Lyndale south of 494 East turn lanes- green arrow is short-3rd car has yellow-4th car turning on red arrow. If that becomes main with Nicollet access going way timing of light needs review.