Call to order

1. Discuss Portland Ave Bike Gap project
2. Discuss citywide water meter replacement 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.
February 7, 2019

Council Memorandum No. 6

The Honorable Mayor
and
Members of the City Council
City of Richfield

Subject: February 11, 2019, City Council Work Session Items

Council Members:

At the February 11, 2019, City Council work session staff will provide brief background presentations on the forthcoming citywide water meter replacement project and the proposed Hennepin County Portland Ave Bike Gap Improvements from 60th St. in Minneapolis to 66th St. in Richfield.

Citywide Water Meter Replacement Project
Utilities Superintendent Russ “Butch” Lupkes and Public Works Director Kristin Asher will update Council on the upcoming citywide water meter replacement project. The three year project will replace nearly all of the City’s ~11,000 water meters, which have become prone to failure as they reach the end of their lifespan. Staff will cover:

- meter replacement schedule;
- project cost; and
- communications plan.

Hennepin County Portland Ave Bike Gap Improvements
Transportation Engineer Jack Broz and Hennepin County Project Manager Jason Staebell will brief the Council on proposed improvements for the Portland Ave. “Bike Gap” that Hennepin County is considering to bridge the disconnect in bicycle facilities between 60th St. in Minneapolis and 66th St. in Richfield. The plan entails mill & overlay, 4-to-3 lane conversion, buffered bike lanes, ramp intersection reconfiguration, and bridge sidewalk reconstruction. It is anticipated that following a recommendation from the Transportation Commission, the Council will be asked to consider approval of the County’s plan for the bike gap so the project can move forward.

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

Katie Rodriguez
City Manager

KR:kda
Email: Department Directors
Call to order

1. Discuss proposed housing development for the City Garage South Site

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.
February 7, 2019

Council Memorandum No. 7

The Honorable Mayor
and
Members of the City Council

Subject: Proposed Housing Development for City Garage South Site

Council Members and Commissioners:

On February 11, 2019, at 6:30 pm, Chris Stokka of MWF Properties will present a preliminary proposal to develop an apartment building on the City Garage South site (7700 Pillsbury).

MWF Properties is a Richfield-based housing developer that specializes in workforce multi-family rental housing projects using Low Income Housing Tax Credits.

Respectfully submitted,

Katie Rodriguez
City Manager

Email: Planning Commission
Department Directors
REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
FEBRUARY 11, 2019
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 regular City Council meeting of January 22, 2019.

PRESENTATIONS

1. Mayor for the Day Essay by Hazel Bieganek

COUNCIL DISCUSSION

2. Hats Off to Hometown Hits

AGENDA APPROVAL

3. Approval of the Agenda

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

   A. Consideration of the approval of a Small Wireless Facility Collocation Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.
      Staff Report No. 22

   B. Consideration of the adoption of a resolution to adopt the Richfield Surface Water Management Plan.
      Staff Report No. 23

   C. Consideration of the adoption of a resolution authorizing the City of Richfield to accept grant funds of $10,000 and enter into Source Water Protection Competitive Grant Agreement No. 152466 with Minnesota Department of Health (MDH) to permanently seal unique well no. 206330 (Wood Lake).
D. Consideration of the approval of the first reading of an ordinance amending Section 617 of the Richfield City Code regulating food establishments for consistency with recently updated State regulations.

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

PROPOSED ORDINANCES

6. Consideration of the second reading of an ordinance amending Section 300 of the Richfield City Code to formally establish the offices of City Treasurer and City Clerk.

RESOLUTIONS

7. Consideration of the adoption of a resolution approving the contract with the Labor and Trades Local 49 for the period January 1, 2019 through December 31, 2020 and authorize the City Manager to execute the agreement.

8. Consideration of the adoption of a resolution establishing a policy for advisory boards and commissions appointment preference.

OTHER BUSINESS

9. Consideration of the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorization of the City Manager to execute agreements with those agencies.

CLOSED EXECUTIVE SESSION

10. Closed Session pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(b) for an attorney-client privileged discussion of Hennepin County District Court File No. 27-CV-18-16502 involving the City’s acquisition of the Motel 6 Property located at 7636 Cedar Avenue South, Richfield, Minnesota.

RESOLUTIONS

11. Consideration of the adoption of a resolution authorizing a stipulated award of commissioners for the acquisition of the Motel 6 Property as required for the construction of the 77th Street/Richfield Parkway project.

CITY MANAGER’S REPORT

12. City Manager’s Report

CLAIMS AND PAYROLLS

13. Claims and Payrolls

Open forum (15 minutes maximum)

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

14. Adjournment

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

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

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

Staff Present: Katie Rodriguez, City Manager; Brian Lehinger, City Attorney; Jay Henthorne, Chief of Police; John Stark, Community Development Director; Chris Regis, Finance Director; Kris Weiby, Acting Recreation Services Director; Jennifer Anderson, Support Service Supervisor; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Regan Gonzalez, S/Trautmann to approve the minutes of the: (1) Special City Council work session of January 3, 2019; (2) City Council meeting of January 8, 2019; and (3) Special City Council work session of January 12, 2019.

Motion carried 4-0.

Item #1 PROCLAMATION: BLACK HISTORY MONTH IN THE CITY OF RICHFIELD

Mayor Regan Gonzalez read the proclamation and presented it to the Brett Stursa, Chair of the Human Rights Commission.

Council Member Garcia read a number of facts related to Black History Month.
Council Meeting Minutes - January 22, 2019

**Item #2**

POLICE DEPARTMENT AWARDS:
- 2018 OFFICER OF THE YEAR DYLAN SCHULTZ
- COP OFFICER OF THE YEAR MIRANDA SOLDOW
- TRAFFIC SAFETY OFFICER OF THE YEAR NICHOLAS SCHIPP

Council Member Garcia introduced Chief Henthorne and thanked the entire Police Department for their work.

Chief Henthorne discussed the awards and presented them to Officer Soldow and Officer Schultz. Officer Schipp was unable to attend the meeting and would receive his award at another time.

Mayor and Council Members thanked the Police Department for their professionalism and work in the community.

**Item #3**

COUNCIL DISCUSSION
- Hats Off to Hometown Hits

Council Member Supple spoke regarding the Arts Commission is seeking poems to be sandblasted in the sidewalk on east 66th Street from Portland to Cedar; gave thanks to the Wood Lake Naturalists who did a great job with Richfield students; and invited residents of Ward 3 to vote in the upcoming special election on February 12, or vote absentee at the Municipal Center.

Council Member Trautmann spoke regarding a Recreation Services Department program on January 28 from 9 a.m. to 3 p.m. at Central School for Home Alone Safety Day that trains children ages 9-12 to safely stay home alone.

Council Member Garcia spoke regarding Richfield's winter farmers market on January 25 at 3 p.m.; on February 15 at 7:45 a.m. the City Council will be meeting with state legislators; on February 19 at 10 a.m. a naturalization ceremony is being held at Holy Angels Academy; Friends of the Richfield Band Shell is continuing to sell personalized bricks to raise funds for the project; Mayor Regan Gonzalez was interviewed last week by WCCO and MPR and was master of ceremonies at Attorney General Keith Ellison’s get-together; and thanked City Manager Rodriguez for attending advisory commission interviews and putting in time to connect with citizens.

Council Member Trautmann noted the decision of the Richfield Housing and Redevelopment Authority’s decision to provide funding in March, if needed, for residents receiving Section 8 housing funds. The federal government, due to the partial shutdown, does not have funds available past February.

Mayor Regan Gonzalez discussed attending former Mayor Loren Law’s funeral and having the opportunity to meet his family and learn more about his service to Richfield. She spoke about the City’s podcast – That’s Rich(field) – and encouraged people to listen; she attended the League of Women Voters candidate forum last Saturday and encouraged residents to vote at the special election on February 12; Coffee with a Cop will be held on January 31 from 10 a.m. to 12 p.m. at Local Roots (817 E 66th St); and the State of the Community will be held on February 20 from 5:30 to 7 p.m. at the Richfield Middle School auditorium.
Item #4  APPROVAL OF THE AGENDA

M/Trautmann, S/Supple to approve the agenda.

Motion carried 4-0.

Item #5  CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar.

A. Consideration of the adoption of a resolution supporting hazard mitigation planning efforts and adopting the Hennepin County All-Hazard Mitigation Plan. (S.R. No. 12)

B. Consideration of the approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2019 Sno*ball Dance taking place February 9, 2019. (S.R. No. 13)

C. Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Ham Bingo event taking place on March 30, 2019. (S.R. No. 14)

D. Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Spaghetti Dinner event taking place on February 10, 2019. (S.R. No. 15)

E. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2019. (S.R. No. 16)

F. Consideration of the approval of a Declaration of Covenants related to the use of City property by CPII Development, LLC for the construction of a public pocket park at approximately 63rd Street East and Richfield Parkway. (S.R. No. 17)

G. Consideration of the approval of the first reading of an ordinance amending Section 300 of the Richfield City Code to formally establish the offices of City Treasurer and City Clerk. (S.R. No. 18)

H. Consideration of the adoption of a resolution supporting a grant application to the Minnesota Department of Employment and Economic Development for the Cedar Point II Housing redevelopment project. (S.R. No. 19)

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

Motion carried 4-0.

Item #6  CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR

None.
Item #7  CONSIDERATION OF THE ADOPTION OF A RESOLUTION ACCEPTING GRANTS AND DONATIONS RECEIVED BY THE RICHFIELD RECREATION SERVICES DEPARTMENT IN 2018 AND AUTHORIZING THE RECREATION SERVICES DEPARTMENT TO ADMINISTER THE FUNDS IN ACCORDANCE WITH ANY APPLICABLE GRANT AGREEMENTS AND TERMS PRESCRIBED BY DONORS. (S.R. NO. 20)

Council Member Trautmann presented Staff Report No. 20.

M/Trautmann, S/Supple to adopt a resolution accepting grants and donations received by the Richfield Recreation Services Department in 2018 and authorizing the Recreation Services Department to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

Mayor and Council Members thanked the donors for their support of the Recreation Services Department and their programs.

Motion carried 4-0.

Item #8  CONSIDERATION OF APPOINTMENTS TO CITY ADVISORY COMMISSIONS. (S.R. NO. 21)

Mayor Regan Gonzalez presented Staff Report No. 21 and read the list of commission appointees.

M/Supple, S/Trautmann to appoint persons to fill the expiring or vacant terms on City advisory commissions.

Mayor Regan Gonzalez discussed having more applicants than positons available over the last few years and wanted to discuss options to consider related to the terms of commissioners.

City Manager Rodriguez provided the number of applicants and vacancies over the last three years. She also discussed a previous resolution from 1993 that laid out preferences for appointment of new commissioners over current commissioners and discussed options for the Council to consider.

Council Members discussed the idea of having a policy or guidelines for appointments and that ultimately appointment was at the discretion of the City Council. Council Members though this could be a work session item and would want to think about it more before making a decision at a future meeting.

Mayor Regan Gonzalez discussed having a clear and transparent in policy so that the Council is consistent in their appointments and residents would better understand the appointment process.

Council Members discussed how impressed they were with all the applicants and the difficulty in selecting commissioners when everyone was highly qualified.

Motion carried 4-0.
Item #9  CITY MANAGER’S REPORT

City Manager Rodriguez stated she had nothing to report.

Item #10  CLAIMS AND PAYROLLS

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

<table>
<thead>
<tr>
<th>U.S. Bank</th>
<th>01/22/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/P Checks: 274355 - 274765</td>
<td>$6,056,711.85</td>
</tr>
<tr>
<td>Payroll: 142260 - 142573 ; 43032</td>
<td>644,451.76</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$6,701,163.61</td>
</tr>
</tbody>
</table>

Motion carried 4-0.

OPEN FORUM

None.

Item #11  ADJOURNMENT

The meeting was adjourned by unanimous consent at 7:58 p.m.

Date Approved: February 11, 2019

Maria Regan Gonzalez
Mayor

Jared Voto
Executive Aide/Analyst

Katie Rodriguez
City Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of a Small Wireless Facility Collocation Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.

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

Although the legislation limited many actions the City can take to control the placement of the small cell facilities in the public right-of-way, it did allow for the City to enact a permitting process for the facilities. City Council approved amendments to the right-of-way ordinance (City Code Section 802) in 2017 to provide additional controls and management if small cell wireless companies choose Richfield as an installation site. The code amendment included the following requirement for a Small Wireless Facility Agreement:

A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city.

The agreement under consideration originated as a draft from the League of Minnesota Cities. A number of revisions were then worked out between the City Attorney and AT&T attorneys before a final draft was completed and signed by the AT&T representative.

RECOMMENDED ACTION:
By motion: Approve the Small Wireless Facility Collocation Agreement with New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, that sets forth the terms and conditions of collocation on wireless support structures within City right-of-way.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- Wireless and cellular service providers are looking for solutions to provide better and more reliable...
service to customers.
- One method of enhancing service is to install "small cell" antennas to fill in areas with poor existing coverage.
- State legislation was passed in 2017 that allows these antennas to be installed in the right-of-way.
- The City of Richfield adopted an ordinance on September 12, 2017 amending City Code Section 802 enacting an agreement and permitting process for small cell facilities within City right-of-way.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
- Section 802 of the Richfield City Code depicts the City's current practices of permitting the use within rights-of-way.
- Minnesota Statutes, Section 237.162, defines public right-of-way including management of standards and costs.
- Minnesota Statutes, Sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act, are interpreted with consideration of small cell wireless technology.

C. CRITICAL TIMING ISSUES:
- An approved agreement must be in place before the City can permit small cell facilities collocated on existing right-of-way support features.

D. FINANCIAL IMPACT:
- The City is allowed to charge fees on the permit review as well as charge rent for facilities located in the right-of-way and on City-owned support features.

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

ALTERNATIVE RECOMMENDATION(S):
- None

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
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<tbody>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
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City of Richfield,  
Minnesota  
Small Wireless Facility Collocation  
Agreement  

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this  
_11th_ day of _February_, 2019, between the City of Richfield, a Minnesota local  
government unit, with its principal offices located at 6700 Portland Avenue in Richfield,  
Minnesota 55423, ("Lessor") and, New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility, with  
its principal offices located at 575 Morosgo Drive, Atlanta, Georgia 30324, ("Lessee"). Lessor  
and Lessee are collectively referred to as the "Parties" or individually as a "Party."  

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to  
manage and control access to and use of public rights-of-way within city limits; and  

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota  
Statutes, Sections 237.162-.163 and Lessor’s municipal code of ordinances (the “Code”); and  

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities  
as hereinafter defined. For purposes of this Agreement, “collocate” or "collocation" means to  
install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or  
adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned by the  
Lessor; and  

WHEREAS, a “Small Wireless Facility” means: a wireless facility, as defined by  
Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i)  
each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the  
case of an antenna that has exposed elements, the antenna and all its exposed elements could fit  
within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment  
associated with the small wireless facility, excluding electric meters, concealment elements,  
telecommunications demarcation boxes, battery backup power systems, grounding equipment,  
power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of  
power and other services, and any equipment concealed from public view within or behind an  
existing structure or concealment, provided such equipment shall be in aggregate no more than  
28 cubic feet in volume;  

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that  
may be determined by Lessor to be capable of supporting a Small Wireless Facility ("Wireless  
Support Structure"), which are located within the geographic area of a license or other  
authorization held by Lessee to provide wireless services; and  

WHEREAS, Lessor hereby sets forth the terms and conditions of collocation on its  
Wireless Support Structures; and
WHEREAS, Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other entities to collocate Small Wireless Facilities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of access over, under and through the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") adjacent to the Wireless Support Structure, and space on the Wireless Support Structure for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to electrical and telephone utility, cable, and fiber sources adjacent to the Premises. Lessor may grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.
2. PLANS AND DRAWINGS. Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights-of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use, proposed replacement of existing Wireless Support Structures, any additional Wireless Support Structures which may be required and any new installations for transmission conduit, pull boxes, and related appurtenances (the "Application"). The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee within ninety (90) days of receipt of Lessee's Application. If the Director or Director's designee does not approve Lessee's Application, it will provide a written explanation to Lessee of the basis for the rejection within the same ninety (90) day period. Each Application may request attachments to up to fifteen (15) different Wireless Support Structures or a greater number if agreed to by Lessor. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. The Lessor may elect to perform necessary make-ready work identified in an Application. If Lessor elects to perform the make-ready work, Lessor will notify Lessee of such election at the time of approving the Application. If Lessor elects to perform the make-ready work, Lessor will provide Lessee with an estimate of the make-ready costs within fourteen (14) days of Lessor approving the Application. Lessee shall have sixty (60) days from the receipt of such make-ready estimate to accept the estimate. If Lessor does not elect to perform the make-ready work, Lessee shall perform such make-ready work. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements under either option shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

4. USE OF PUBLIC RIGHTS-OF-WAY.

A. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

B. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way.
C. Any damages to Lessor’s Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee’s installation or operations shall be repaired or replaced at Lessee’s sole cost and to Lessor’s reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT, RELOCATION.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way (“Reconditioning Work”), Lessee shall reasonably cooperate with Lessor to carry out such Reconditioning Work.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days’ prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section. If Lessor requires Lessee to remove its equipment, then (i) Lessee may place a temporary structure, if determined feasible by the Lessor (City Engineer) and Lessee, at a location equivalent to Lessee’s current use of the Wireless Support Structure until such time the Reconditioning Work is complete; or (ii) if Lessee is unable to place a temporary structure, Lessor shall allow Lessee to abate the Annual Rental for so long as the Reconditioning Work continues.

C. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessor will provide an estimate of the incremental cost and expense related to the modification of Lessor's procedures for the Reconditioning Work and if Lessee elects to proceed, then Lessee shall be responsible for all such incremental cost and expense.

D. If Lessor intends to replace a Wireless Support Structure (“Replacement Work”), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment without incurring any additional Supplement fees or costs.

E. If Lessor intends to repair a Wireless Support Structure due to storm or other damage (“Repair Work”), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee at the telephone number listed in Paragraph 18 prior to removing Lessee’s Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment without incurring any additional Supplement fees or costs.
F. If Lessee’s installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the “Replacement Wireless Support Structure”) then any such Replacement Wireless Support Structure shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Unless otherwise provided in the applicable Supplement, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee’s installation, Lessee shall remove, dispose, salvage and/or discard the existing structure at Lessee’s sole discretion. In the event that a Replacement Wireless Support Structure is damaged to the extent requiring replacement, Lessee shall provide a Replacement Wireless Support Structure for installation by Lessor within a reasonable period of time.

G. If Lessor determines to abandon any Wireless Support Structure and Lessor so determines that the Wireless Support Structure does not need to be permanently removed for reasons of public safety or security, then Lessor shall give Lessee ninety (90) days’ prior written notice of Lessor’s intent to abandon the Wireless Support Structure. Within such time, Lessee may (a) remove or otherwise dispose of its Small Wireless Facilities, at which time the Supplement shall automatically terminate without further liability to Lessee, or (b) elect to acquire title to the Wireless Support Structure at no cost to Lessee in “as is, where is” condition. If Lessee elects to acquire title, then Lessor shall promptly execute and deliver a bill of sale and assignment transferring the Wireless Support Structure to Lessee in “as is, where is” condition subject only to Lessor’s representation and warranty that Lessor is the sole owner, and Lessor owns the Wireless Support Structure free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Lessee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Wireless Support Structure which Lessee may elect to acquire title from Lessor.

6. TERM; RENTAL.

This Agreement shall commence as of the date first written above, and, if not lawfully terminated sooner, remain in full force and effect for as long as Lessor uses any Small Wireless Facility in accordance with Minnesota Statutes Section 237.163, subd. 3a(4). Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), at which time rental payments shall commence and be due at a total annual rental of $175.00 (the “Annual Rental”), representing $150.00 per year for rent to occupy space on a Wireless Support Structure and $25.00 per year for maintenance associated with the space occupied on a wireless support structure. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be paid in advance annually on each anniversary of the Effective Date to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing. Upon agreement of the Parties, Lessee may
pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor.

7. ELECTRICAL

Lessor may, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an annual fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be added to the annual rent due under each Supplement at the rate of:

A. $73.00 per radio node less than or equal to 100 max watts;
B. $182.00 per radio node over 100 max watts; or
C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B).

The amount of any such annual fee shall be set forth in each Supplement.

8. ENGINEERING COSTS. The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163, Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge. Lessee shall pay such actual and reasonable costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. USE. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. Lessee shall have the right, without any increase in rent, to replace or repair its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Subject to Lessee obtaining a right-of-way work permit, Lessee may perform routine maintenance and repairs, or replace any part of the Small Wireless Facility on the Premises with a facility or component that is substantially similar or smaller in size, weight and height without further approval of Lessor. Any additions or material modifications not consistent with the foregoing shall require Lessor's approval.

10. GOVERNMENTAL APPROVALS; PERMITS. It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the
Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor; however, any rentals paid for periods after the termination date shall be refunded to Lessee within sixty (60) days of receipt of written request from Lessee. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

11. INDEMNIFICATION. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Lessee’s negligence, misconduct, or Lessee’s failure to perform its obligations under this Agreement, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessor. Lessee’s indemnification obligation shall apply to Lessee’s contractors, subcontractors, or anyone directly or indirectly employed or hired by Lessee, or anyone for whose acts Lessee may be liable. Lessor will provide Lessee with prompt, written notice of any written claim covered by this indemnification provision; provided that any failure of Lessor to provide any such notice, or to provide it promptly, shall not relieve Lessee from its indemnification obligations in respect of such claim, except to the extent Lessee can establish actual prejudice and direct damages as a result thereof. Lessor will cooperate with Lessee in connection with Lessee’s defense of such claim. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. The indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, Lessor shall indemnify, hold harmless and, at Lessee’s sole option, defend Lessee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, Lessees, invitees, agents, attorneys, employees, successors and assigns (together “Lessee Indemnitees”) from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys’ fees, and other charges and expenditures that Lessee Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Lessor’s Structures or breach of the terms of this Agreement by Lessor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Lessee.

12. INSURANCE.
A. Waiver of Subrogation. To the extent allowed by law, Lessee hereby waives and release any and all rights of action for negligence against Lessor which may hereafter arise on account of damage to Lessee’s property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Lessee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer’s right of subrogation against Lessor.

B. General Liability. Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance per ISO CGL form 00 01 or equivalent with limits of $2,000,000 per occurrence; $4,000,000 annual aggregate, for bodily injury (including death) and for damage or destruction to property. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractual liability coverage. Lessee shall add the Lessor as an additional insured.

C. Automobile Liability. Lessee shall maintain commercial automobile liability Insurance, including owned, hired, and non-owned automobiles, with a combined single liability limit of $2,000,000 per occurrence.

D. Workers’ Compensation. Lessee agrees to provide workers’ compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Lessor shall also carry employers’ liability insurance with limits as follows: $500,000 for bodily injury by disease per employee; $500,000 aggregate for bodily injury by disease; and $500,000 for bodily injury by accident.

E. Additional Insurance Conditions.

   (i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.

   (ii) Lessee’s required policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.

   (iii) Lessee shall provide least thirty (30) days’ advanced written notice to Lessor, or ten (10) days’ written notice for non-payment of premium if any required policies are cancelled or not renewed and not replaced.

   (iv) Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance

Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined in this Paragraph 12.
13. LIMITATION OF LIABILITY. Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, or to any customer or purchaser of such party, or to any other person for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, exemplary or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE.

A. Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee’s intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by Lessor. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee’s equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee’s option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue.

B. Lessee will comply with all FCC regulations regarding radio frequency (“RF”) emissions and exposure limitations. Lessee is allowed to install signage and other mitigation, such as a power cut-off switch on Wireless Support Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Lessor’s authorized field personnel will contact Lessee’s designated point of contact not less than twenty-four (24) hours in advance to inform Lessee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Lessee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Lessee’s equipment and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

C. Lessor will endeavor to prevent other attachers which emit RF on Lessor’s Wireless Support Structures from (1) causing RF interference to RF signals of Lessee, (2) interfering with Lessee’s use of the Wireless Support Structure, or (3) interfering with Lessee’s
ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that any of the foregoing are occurring, then Lessor will meet and confer with Lessee within five (5) days of Lessor receipt of notice of the interference from Lessee, and shall endeavor to correct any interference promptly and shall coordinate and cooperate with Lessee relating to the same.

D. Lessor will endeavor to promptly notify Lessee if a third party applies for access to a Wireless Support Structure which Lessee has attached facilities. Lessor will not grant after the date of this Agreement a permit, license or any other right to any third party if, prior to such grant, Lessee notifies the Lessor in writing that such third party’s use may materially interfere with the Lessee’s existing equipment, Lessee’s use and operation of its facilities, or Lessee’s ability to comply with the terms and conditions of this Agreement.

15. REMOVAL. Lessee shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of its facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee’s sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement.

17. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.
18. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

**Lessor:**
City of Richfield  
Attention: __________  
6700 Portland Avenue South  
Richfield, Minnesota 55423

**Lessee:**
New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324  
Re: Wireless Installation on Public Structures __________ (City, State)  
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department, Network Operations  
Re: Wireless Installation on Public Structures __________ (City, State)  
Fixed Asset #  
208 S. Akard Street  
Dallas, TX 75202-4206

Contact Number for day to day operations:

**Licensor:**  
**Licensee:** 1-800-638-2822

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter
continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor, and if the failure to perform that obligation interferes with Lessee’s ability to conduct its business in the Premises; provided, however, that if the nature of Lessor’s obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises: (i) terminate the Supplement upon fifteen (15) days’ prior written notice to Lessor, (ii) place a temporary facility, if feasible, at a location equivalent to Lessee’s current use of the Wireless Support Structure until such time as the Wireless Support Structure is fully restored to accommodate Lessee’s Small Wireless Facility; or (iii) apply for a new Supplement for an alternate location equivalent to Lessee’s current use of the Wireless Support Structure, and Lessor shall waive the application fee so long as such relocation was due to a casualty event not directly caused by Lessee. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee’s use of the Premises is impaired. Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof.

21. APPLICABLE LAWS.

A. “Laws” means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee’s use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor’s city Code. Lessee and Lessor shall comply with all applicable Laws. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee’s equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party’s present or future rights under Laws.
B. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of equipment on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days’ written notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new equipment, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon such new terms within ninety (90) days after such notice, then either party may seek appropriate relief with the state regulatory commission if appropriate, or a court of competent jurisdiction, provided that the Agreement shall remain in effect on the same terms and conditions until determination of such relief.

C. Lessor and Lessee agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste; and warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities

22. GOVERNMENT DATA. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agree to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statues, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

23. PROMPT BILLING. Any charges payable by Lessee under this Agreement other than permit fees and annual rental shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

24. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement and any associated Supplement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in the state and federal courts whose jurisdiction includes Hennepin County, Minnesota, without waiver of any right to removal.

G. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

H. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party’s performance is prevented by reason of force majeure. “Force majeure” includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

I. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and delivers any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Interpretation. Pursuant to discussion between the parties, Lessor believes that certain procedural terms and requirements of Minnesota Statutes, Sections 237.162-.163 do not apply to Supplements under this Agreement whereas Lessee believes such procedural terms and requirements do apply to the Supplements. The parties agree that unless and until the applicability of Minnesota Statutes, Sections 237.162-.163 to the Supplements is clarified, the parties shall apply Lessor’s interpretation; provided, however, nothing contained in this
Agreement shall limit Lessee's rights to challenge Lessor's interpretation and to advocate for application of Minnesota Statutes, Sections 237.162-.163 to the Supplements.

*Signature Page Follows*
IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: ____________________________________________

Name: __________________________________________
Its: Mayor

Date: ____________________________________________

By: ____________________________________________

Name: __________________________________________
Its: City Clerk

Date: ____________________________________________

Lessee:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

Name: __________________________
Title: DIRECTOR - CFO

Date 01/09/2019
EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT

This Collocation Agreement Supplement ("Supplement"), is made this _____ day of _____, 20____, between the City of Richfield, a Minnesota local government unit, with its principal offices located at 6700 Portland Avenue in Richfield, Minnesota 55423, ("Lessor" and ____), with its principal offices located __________________________ in __________, ________, ("Lessees").

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of __________ and __________, dated ____________ _____, 20___, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at __________, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. TERM. The Effective Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be $175.00 per year, payable to the City of Richfield at 6700 Portland Avenue, Richfield, MN 55423 as set forth in the Agreement. Lessor [is/is not] providing electricity pursuant to Paragraph 7 of the Agreement, therefore [an/no] annual electrical service fee shall be added to the annual rent due under this Supplement.

5. SITE SPECIFIC TERMS.

In this section, include any site-specific terms, including whether Lessee will be installing a replacement Wireless Support Structure.
IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Richfield

By: ____________________________

Name: __________________________
Its: Mayor

Date: ____________________________

By: ____________________________

Name: __________________________
Its: City Clerk

Date: ____________________________

Lessee:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

Name: __________________________

Title: __________________________

Date ____________________________
EXHIBIT 1

Site Plan of Property
EXHIBIT 2

Equipment Space (if any), Antenna Space and Cabling Space

and Cabling Space
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution to adopt the Richfield Surface Water Management Plan.

EXECUTIVE SUMMARY:
Richfield's Surface Water Management Plan (SWMP) sets the course for the City's management of stormwater and water resources within the City. The SWMP, which is required to be renewed every ten years, provides data and other background information on our water resources, assesses the citywide and specific issues related to these water resources, and sets goals and policies for the City to pursue. The SWMP then lays out an implementation program to achieve the City's goals.

This SWMP was reviewed by the Metropolitan Council and the area Water Management Organizations (WMOs) and following the City’s response to provided comments, was approved by the WMOs.

In addition to the official 60-day review period required by statute, the City sought public input from residents during SWMP development. City staff distributed a water resource management survey between May 2017 and August 2017. The survey included eight questions intended to identify residents’ principal water resource management concerns and gauge the degree to which residents are willing to perform (or already practice) good water resource stewardship through their actions.

The draft SWMP was presented to the Community Services Commission on March 20, 2018 and to the City Council at a work session on July 24, 2018 prior to the 60-day review period. Comments from the City meetings and those received during the 60-day review period were addressed in the final version of the SWMP.

Due to its size, only the SWMP's executive summary is attached to this report. The full version of the final SWMP is available at:
http://www.richfieldmn.gov/departments/public-works/surface-water-management-plan

RECOMMENDED ACTION:
By motion: Adopt a resolution adopting the Richfield Surface Water Management Plan.

BASIS OF RECOMMENDATION:
A. **HISTORICAL CONTEXT**
   - Richfield's SWMP is required to be renewed every ten years.
   - The SWMP was reviewed by the Metropolitan Council, relevant WMOs, and the public.
   - The required 60-day review period concluded August 23, 2018.
   - For the City to be in compliance with statute, the City Council must formally adopt the final SWMP.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - The SWMP was developed consistent with the requirements and procedures described in Minnesota Statutes sections 103B.201 & 103B.235 and Minnesota Board of Water and Soil Resources Rules 8410.
   - The SWMP was also developed with consideration for the requirements of the Metropolitan Council, Minnehaha Creek Watershed District, Nine Mile Creek Watershed District, and Richfield Bloomington Watershed Management Organization.
   - The SWMP will be included as an appendix to the City's Comprehensive Plan.

C. **CRITICAL TIMING ISSUES:**
   - Although the SWMP is technically complete, the plan must be formally adopted by the City Council for the City to be compliant with statutory requirements.

D. **FINANCIAL IMPACT:**
   - There are no financial impacts to the City by adopting the SWMP.
   - Capital improvements identified in the plan are for planning purposes only and will go through an approval process before implementation.

E. **LEGAL CONSIDERATION:**
   - The City Attorney will be present to answer any questions.

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

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

**ATTACHMENTS:**

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<th>Description</th>
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<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
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<tr>
<td>SWMP Executive Summary</td>
<td>Executive Summary</td>
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<tr>
<td>SWMP Comments and Responses</td>
<td>Backup Material</td>
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RESOLUTION NO.

RESOLUTION ADOPTING THE
CITY OF RICHFIELD
SURFACE WATER MANAGEMENT PLAN.

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Richfield Surface Water Management Plan has been written in conformance with Minnesota Rules Chapter 8410 and Minnesota Statutes § 103B.235; and

WHEREAS, the Surface Water Management Plan was reviewed by the Metropolitan Council and Watershed Management Districts and Organizations according to Minnesota Statutes § 103B.235.

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

Hereby adopts the Richfield Surface Water Management Plan and implements the capital improvements, programs, studies, and future amendments according to the schedules outlined in the plan.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of February, 2019.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
The City of Richfield Surface Water Management Plan (SWMP or Plan) sets the course for the City’s management of stormwater and water resources within the city. The SWMP provides data and other background information on resources, assesses city-wide and specific issues, sets goals and policies for the City and its resources, and lays out an implementation program to achieve the City’s goals. The SWMP is organized into six major sections, summarized as follows:

Section 1 - Introduction

Section 1.0 of the SWMP summarizes the City of Richfield’s location and history and describes the purpose of the SWMP. This surface water management plan (SWMP) replaces the 2008 City of Richfield Surface Water Management Plan (2008 SWMP). The SWMP will assist the City with policy decisions, water resource management, implementation priorities, regulatory program references, and capital improvement budgeting to address water resource issues.

The purpose of this SWMP includes those purposes given in Minnesota Statute 103B.201 for metropolitan water management programs, which include:

- Protect, preserve, and use natural surface and groundwater storage and retention systems;
- Minimize public capital expenditures needed to correct flooding and water quality problems;
- Identify and plan for means to effectively protect and improve surface and groundwater quality;
- Establish more uniform local policies and official controls for surface and groundwater management;
- Prevent erosion of soil into surface water systems;
- Promote groundwater recharge;
- Protect and maintain fish and wildlife habitat and water recreational facilities; and
- Secure the other benefits associated with proper management of surface and ground water.

This SWMP was developed consistent the requirements of Minnesota Statutes 103B.235, Minnesota Rules Chapter 8410, guidance from the Metropolitan Council, and the watershed management organizations (WMOs) with jurisdiction in the city. The SWMP was also developed with consideration of public input received through a water resource management survey.

Section 2 - Land and Water Resource Inventory

Section 2.0 of this Plan contains information on climate and precipitation, topography, watersheds and drainage patterns, land use, soils, geology and groundwater, surface waters, water quality, water quantity and flooding, stormwater infrastructure, natural, scenic, and recreational areas, and potential pollutant sources. This information describes the conditions in the city and affects decisions about infrastructure, development, and ecological preservation. Some of the most notable information in Section 3 includes:

Climate and precipitation: The climate of the Minneapolis-St. Paul area is a humid continental climate characterized by moderate precipitation, wide daily temperature variations, and large seasonal variations
in temperature, warm humid summers, and cold winters with moderate snowfall. Average weather imposes little strain on the typical drainage system, however extremes of precipitation and snowmelt are important for design of flood control systems. The National Oceanic and Atmospheric Administration (NOAA) published data on extreme precipitation events that can be used to aid in the design of flood control systems, now called Atlas 14. This data indicates increased precipitation depths for more extreme storm events relative to previously published values.

**Topography, Watersheds, and Drainage Patterns:** The City of Richfield is relatively flat, with generally mild slopes descending from a maximum elevation of approximately 900 feet in the northwest to a minimum elevation of approximately 810 feet in the southeast. Urbanization of the city over time has greatly altered the natural topography of the watershed. With these alterations, drainage patterns have become more defined. The City of Richfield is subdivided into three major watersheds, which fall under the respective jurisdictions of the following three watershed management organizations (WMOs):

- Minnehaha Creek Watershed District (MCWD)
- Nine Mile Creek Watershed District (NMCWD)
- Richfield-Bloomington Watershed Management Organization (RBWMO)

The City has subdivided its drainage area into 17 watersheds tributary to specific waterbodies (see Figure 2-2). These 17 watersheds are further divided for specific stormwater and surface water management and planning (e.g., water quality modeling).

**Land Use:** Almost all of the land in Richfield is now fully developed with just small parcels vacant for development in some areas. As a fully-developed community, changes in land use will come the result of redevelopment. Changes in land use are expected to be modest over the life of this Plan. However, redevelopment with or without land use changes may provide opportunities to implement a variety of stormwater best management practices (BMPs) that can improve water quality, reduce the risk of flooding, provide habitat, or achieve other benefits.

**Soils:** Soil composition, slope, and land management practices determine the impact of soils on water resource issues by affecting the rate and volume of stormwater runoff. Higher infiltration rates result in lower the potential for runoff from the land, while soils with low infiltration rates produce high runoff volumes and peak discharge rates. Because of urban development and land use, infiltration capacity of most of the soils in Richfield is not estimated. For proposed projects incorporating infiltration of stormwater runoff, soils should be evaluated for suitability on a site-by-site basis.

**Geology and groundwater:** Bedrock units under the City of Richfield include primarily Prairie du Chien dolomite with areas of St. Peter sandstone located in the north central and northeast part of the city. The bedrock is overlain by a layer of glacial drift which varies between 150 and 250 feet think throughout most of the city. The region is underlain by four major bedrock aquifers: (1) St. Peter Sandstone, (2) Prairie du Chien-Jordan, (3) Wonewoc Sandstone (formerly Ironton-Galesville Sandstones), and (4) Mt. Simon-Hinckley Sandstones. In addition, there are numerous aquifers in the glacial drift. The City of

**Surface waters:** The Minnesota Department of Natural Resources (MDNR) designates certain water resources as public waters to indicate those lakes, wetlands, and watercourses over which the MDNR has regulatory jurisdiction. There are several designated and numbered public waters and wetlands within the city, including the following named lakes:

- Adams Hill Pond (27-1079P)
- Legion Lake (27-0024P)
- Milner Pond (27-0684W)
- Norby’s Pond (27-0685W)
- Richfield Lake (27-0021P)
- Wood Lake (27-0026P)

In addition to MNDR public waters and public waters wetlands, the City manages several non-public water ponds as part of its stormwater infrastructure, including:

- Augsburg Pond
- Christian Park Pond
- Sheridan Pond
- Wilson Pond
- Washington Park Depression (dry under normal hydrologic conditions)

Wetlands within the city are identified in the National Wetland Inventory (NWI) as well as past City and WMO assessments. The City manages many of these ponds and wetlands for stormwater management purposes. Management of ponds (including public waters) that are wetland areas may be subject to additional regulatory considerations.

**Water Quality:** The City recognizes the need for good water quality in its waterbodies and has taken steps to protect and improve these resources. These steps include adopting water quality management policies, collecting water quality monitoring data, reviewing projects for conformance with water quality performance standards, and implementing water quality improvement projects. The City of Richfield adopts by reference the water quality standards of the Minnesota Pollution Control Agency (MPCA) (Minnesota Rules 7050). No waterbodies within the city are listed in the MPCA’s impaired waters 303(d) list; however, stormwater runoff from the city is tributary to several impaired waters.

**Water Quantity and Flooding:** The City of Richfield uses its project review and permitting program, ordinances, studies, and capital projects to manage the quantity of water and reduce the risk of flooding within the city. Many of the activities performed by the City to manage stormwater runoff are incorporated into the City’s Municipal Separate Storm Sewer System (MS4) Stormwater Pollution Prevention Program. The City continuously measures water levels of several lakes and ponds within the
City. Adams Hill Pond and Augsburg Pond have lift stations (i.e., pumped outlets) to discharge from the ponds when water levels reach pre-determined levels.

**City Stormwater System:** The City of Richfield’s stormwater management system is comprised of a series of lateral and trunk storm sewers, stormwater ponds, and natural water bodies including ponds, lakes, and wetlands. In addition to stormwater treatment ponds, the City’s stormwater management system includes a number of structural BMPs that improve water quality and manage flood risk. The City maintains a database of stormwater management BMPs to document ownership and maintenance responsibilities and to track inspection and maintenance activities consistent with the requirements of its MS4 permit. The City’s stormwater system is connected to those of the surrounding communities, resulting in intercommunity flows into and out of the city. The City uses its project review and permitting program to prevent or limit increases in intercommunity flows and cooperates with adjacent cities and WMOs to address intercommunity flow issues.

**Natural Communities and Habitat:** While much of the natural landscape of the city has been altered by development, the City does include a number of natural areas, waterbodies, and city and regional parks. Areas of interest include the Wood Lake Nature Center, Veterans Park, Richfield Lake, and others. Wood Lake is a high quality natural area including natural communities of cattail marsh and lowland hardwood forest surrounding the lake. The City’s natural and open space areas provide habitat suitable to urban wildlife. Nearly all the water resources within the city are surrounded by public open spaces. The City manages its open spaces to promote recreation and public access to water resources.

**Pollutant sources:** The sources of potential pollution in the city are varied. The location of these potentially contaminated or hazardous waste sites should be considered as sites are redeveloped and BMPs are implemented. While there are point sources of pollution that are regulated under State permits, the vast majority of pollution reaching surface waters comes from non-point source – those which cannot be traced back to a single source or pipe. Instead, pollutants are carried from land to water in stormwater or snowmelt runoff, in seepage through the soil, and in atmospheric transport. These pollutants include nutrients, bacteria, sediment, chlorides, pesticides, solvents, and chemicals.

**Section 3 - Assessment of Issues and Opportunities**

This section of the Plan presents and discusses the issues and opportunities facing the City, organized by various topics. Issue identification was an important task in development of this Plan, and included review of Metropolitan Council and watershed management organization (WMO) planning documents, review of available studies and modeling, discussion with City staff, and results of a public water resources management survey. The issues discussed in Section 3.0 are organized into the following topic areas:

- **Water quality:** including stormwater runoff water quality, MPCA impaired waters, total maximum daily load studies, waterbody classification and water quality goals, water quality BMP maintenance, and other water quality issues.
- **Water quantity and flood risk reduction:** including floodplain management, hydrologic and hydraulic modeling, and discussion of select local flooding issues.
- **Wetland management**: including wetland and shoreland buffers, aquatic invasive species, and wetland classification and inventory
- **Groundwater management**
- **Erosion and sediment control**

Major opportunities for the City to consider in addressing these issues are summarized at the end of this section, and include cooperative efforts with WMOs, partnerships with adjacent cities, redevelopment opportunities, and coordination with other City programs.

**Section 4 - Goals, Strategies, and Policies**

This section of the plan describes the City’s goals, strategies, and policies for water resource management. The goals, strategies, and policies included in this SWMP are designed to continue to improve the quality and effectiveness of water resource planning and management in the City. These goals, strategies and policies have been developed to complement county, regional, and state goals, policies and management activities. While allowing for orderly development and redevelopment and providing its constituents with necessary services and infrastructure, the City has established the following goals:

1. Maintain and enhance surface water quality to meet applicable standards and preserve ecological functions.
2. Minimize the risk of flooding and associated negative impacts to public health, infrastructure, and the environment.
3. Protect and preserve the quantity and quality of groundwater resources.
4. Minimize erosion of soil into surface water systems and other negative environmental impacts of stormwater runoff.
5. Protect and preserve fish and wildlife habitat and shoreland integrity.
6. Preserve the quantity and quality of wetlands.
7. Minimize public expenditures related to surface water management through effective planning, education, cooperation, and implementation.

The City has developed policies and actions to achieve the City’s goals for managing stormwater and surface water resources. These policies and actions are organized into four strategies. These strategies will assist the City in targeting its main audiences for the purposes of storm water management as follows:

- Operations
- Regulation and Permitting
- Education, Training, and Outreach
- Cooperation with other governmental entities

These strategies and policies that fall under the above strategies are described in greater detail in Section 4.0 of this SWMP.
Section 5 – Implementation Program

This section describes the significant components of the City’s Surface Water Management Plan (SWMP) implementation program, including implementation of the City’s NPDES MS4 Permit, operation and maintenance of the City’s stormwater system, education and public involvement, funding, ordinance implementation and official controls, and implementation priorities. The implementation program is presented in Table 5-1 through Table 5-3, organized as follows:

- Table 5-1 Implementation Program – Capital Improvements
- Table 5-2 Implementation Program – Programs
- Table 5-3 Implementation Program – Studies

Section 5.0 also describes the roles of the MCWD, NMCWD, and RBWMO with respect to water resource management within the city and activities performed in cooperation with the City.

Section 6 – References

This section lists the documents and other references used in the preparation of the SWMP.
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<tr>
<td>MCWD</td>
<td>5. Maps of drainage areas under current and future planned land use with paths, rates and volumes of stormwater runoff.</td>
<td>Partially meets requirements. Figure 2-3 depicts existing land use and nicely calls out redevelopment opportunity sites. Figure 2-4 depicts future land use. Section 2.3 indicates the City encourages the use of Low Impact Development techniques with redevelopment where feasible. Please provide current and future land use maps that contain paths, rates and volumes.</td>
<td>Due to the City's fully developed condition, drainage patterns/flow paths are not expected to change with land use. Flow paths and subwatershed flowpaths are shown on Figure 2-3. The City is in the process of updating City-wide hydrologic and hydraulic modeling. When complete, relevant modeling inputs and results, including subwatershed delineations, flow rates, and storage volumes, will be appended to the SWMP.</td>
<td>Future SWMP amendment to include H&amp;H model results</td>
<td>NA</td>
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<tr>
<td>MCWD</td>
<td>6. A stormwater conveyance map meeting standards of the current MS4 general permit and indicating an outfall or a connection at the LGU boundary.</td>
<td>Partially meets requirements. Figure 2-11 depicts subwatersheds and stormwater infrastructure. MS4 permit also requires stormwater flow direction in the pipes, outfalls with unique ID numbers and geographic coordinates, structural stormwater BMPs and receiving waters. Map is missing some flow directions, outfalls with unique ID numbers and geographic coordinates, and structural stormwater BMPs.</td>
<td>The City maintains GIS information of its stormwater management infrastructure, including all outfalls (with unique IDs) and structural BMPs. Presentation of such detailed information is somewhat limited by the resolution of SWMP figures. However, Figure 2-11 does present the City's stormsewer network, structural BMPs, and outfalls. Flow direction has been added to the conduits. Once the City-wide hydrologic and hydraulic modeling has been completed, reference to relevant documentation included in that report will be added to the SWMP.</td>
<td>Revision to Figure 2-11; Future SWMP amendment to include H&amp;H model results</td>
<td>Yes</td>
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<tr>
<td>MCWD</td>
<td>7. An inventory of public and private stormwater management facilities including the location, facility type and party responsible for maintenance (e.g., landowner, homeowner's association, LGU, other third party).</td>
<td>Partially meets requirements. Section 2.6.2 lists the city-managed ponds managed as part of the City's stormwater infrastructure. Section 5.2 covers operation and maintenance of stormwater facilities; private facilities are generally covered under maintenance agreements with the City. Section 2.9.2 states the City maintains a database of stormwater BMPs to document ownership and maintenance responsibilities, and the database is available to MCWD if requested. Figure 2-11 depicts private storm sewers. Section F.2 of Appendix C (SWPPP) indicates that the City does not have a full facilities inventory.</td>
<td>Completion of a full inventory of stormwater facilities within the City pursuant to City SWPPP requirements has been added to the implementation table.</td>
<td>Revision to Table 5-2</td>
<td>Yes</td>
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<tr>
<td>MCWD</td>
<td>10. Inventory of real property owned by the LGU, including discussion of (i) water resource issues and opportunities associated with its properties, and (ii) potential opportunities to coordinate with the District or other partners.</td>
<td>Partially meets requirements. Chapter 2.6.2 lists the city-managed ponds; Figure 2-12 depicts park and recreation land across the City. An inventory of all real property (municipal buildings, lots, etc.) owned by the City is not provided. Opportunities for coordination with MCWD are presented throughout SWMP.</td>
<td>Figure 2-3 (Current Land Use) has been revised to identify publically owned parcels.</td>
<td>Revision to Figure 2-3</td>
<td>Yes</td>
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<td>MCWD</td>
<td>11. Incorporates the inventory and description of practices from its SWPPP regarding facilities that it owns or operates and municipal operations that may contribute pollutants to groundwater or surface waters. Partially meets requirements. Section 5.3.1 indicates the City will work with MCWD on City operations and facility maintenance. City-wide potential pollutant sources are described in Section 2.11 and depicted in Figure 2-13. Without an inventory in the SWPPP, there is no description at practices of city-owned facilities that may contribute pollutants to groundwater or surface waters.</td>
<td>Completion of a full inventory of stormwater facilities within the City pursuant to City SWPPP requirements has been added to the implementation table.</td>
<td>Revision to Table 5-2</td>
<td>Yes</td>
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<td>MCWD</td>
<td>12. Include map and inventory of stormwater management facilities, including responsible party and maintenance condition and schedule. See #7 above.</td>
<td>Structural stormwater BMPs are presented in Figure 2-11. Completion of a full inventory of stormwater facilities within the City pursuant to City SWPPP requirements has been added to the implementation table. For facilities already included in the City inventory, that inventory includes information about maintenance and responsible party.</td>
<td>Revision to Table 5-2</td>
<td>Yes</td>
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<td>MCWD</td>
<td>14. Information related to the issue of deferred maintenance of public and private stormwater management practices, to inform a cooperative approach to addressing the issue (optional). Not addressed.</td>
<td>Text has been added to Section 5.2 noting that the City’s ordinances document enforcement procedures related to maintenance agreement violations.</td>
<td>Revisions to Section 5.2</td>
<td>Yes</td>
<td></td>
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<td>MCWD</td>
<td>20. Identify other regulatory mandates concerning water resources under which the LGU operates, including LGU’s role, responsibility, and compliance status. Partially meets requirements. Sections 2.7.2.1, 3.1.2 and 3.1.2.1 all refer to Table 2-4 can’t locate that table - Figure 2-9 covers the information that would be in Table 2-4. State and Federal antidegradation requirements are not referenced in the SWMP.</td>
<td>References to Table 2-4 have been revised to reference the correct table (Table 2-3). Reference to state antidegradation requirements has been added to the discussion of state water quality standards in Section 2.7.1</td>
<td>Revisions to Section 2.7.1</td>
<td>Yes</td>
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<td>MCWD</td>
<td>22. Describe how regulatory activities are coordinated with the District. How are potential permit applications made aware of District permitting requirements. Provide department(s) and positional contact information for regulatory coordination and how this coordination will be initiated by LGU. Partially meets requirements. Section 3, and specifically Sections 3.2 and 3.5 refer to permits the City requires to address water quantity and erosion and sediment control issues, and cooperation with MCWD is explicit. However, the manner in which applicants are made aware of MCWD permitting requirements is not explicit. Contact information is not provided.</td>
<td>Text has been added to Section 5.3.1 (MCWD Roles and Responsibilities) and Section 5.5 (Ordinances and Official controls) noting that the City informs project applicants of potential WMO permit requirements when first contacted by project proposers and provides contact information for the appropriate WMO.</td>
<td>Revisions to Section 5.3.1 and Section 5.5</td>
<td>Yes</td>
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<td>MCWD</td>
<td>24. Sets forth a coordination plan that connects the LGU and District in ways that efficiently provide for timely coordination. Please provide - Stand-alone Coordination Plan is a required element of the LGU LWMP. The SWMP does not provide details on how the District will receive notice regarding planning; information and coordinate on the following: infrastructure, park and rec, and CJP efforts. Additionally, the SWMP does not specifically address when and how notice will be provided on small area plans and other development/redevelopment actions.</td>
<td>Text in Section 5.3.1 has been revised to clarify the timeline and process by which the City will inform the MCWD of private and public redevelopment efforts. The City/MCWD coordination plan is included in the SWMP as Appendix E.</td>
<td>Revisions to Section 5.3.1</td>
<td>Yes</td>
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<td>MCWD</td>
<td>25. For each element in 24 above, describe when and how the communication will occur and indicate the department and position for proposed communication plan. Partially meets requirements. Table 5-2 refers to annual meetings with MCWD regarding plan elements. However, the SWMP does not cover when and how communication will occur regarding points in #24 above and does not indicate the person responsible for communication.</td>
<td>See response to item 24 above. The City/MCWD coordination plan is included in Appendix E and has been revised to include the party responsible for communication.</td>
<td>Revisions to Section 5.3.1 and Appendix E</td>
<td>Yes</td>
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<td>Met Council (via MCWD)</td>
<td>Figure 2-11</td>
<td>The lift station and force main for the stormwater connection from Wood Lake to the City of Bloomington, as noted in section 2.2 of the Plan, is shown on Figure 2-2 (watershed &amp; Subwatershed Delineation) but missing on Figure 2-11 (stormwater system).</td>
<td>This feature has been added to Figure 2-11.</td>
<td>Revision to Figure 2-11</td>
<td>Yes</td>
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<td>Met Council (via MCWD)</td>
<td>Table 5.1</td>
<td>Table 5-1, item 1-1 references Table 6-3. There are no table in section 6. It was assumed that this reference should be table 5-3.</td>
<td>The text has been corrected to reference Table 5-3.</td>
<td>Revision to Table 5-1</td>
<td>Yes</td>
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<tr>
<td>Met Council (via MCWD)</td>
<td>Figure 2-11</td>
<td>Showing flow direction for stormwater conveyance on Figure 2.11 would be helpful.</td>
<td>Flow direction has been added to the conduits presented in Figure 2-11</td>
<td>Revision to Figure 2-11</td>
<td>Yes</td>
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<td>NMCWD</td>
<td>Section 1</td>
<td>1.5 - typo correction - MCWD is mentioned twice; add NMCWD to the statement of entities approving the Plan.</td>
<td>The text has been corrected to reference the NCMWD.</td>
<td>Revision to Section 1.5</td>
<td>Yes</td>
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<tr>
<td>NMCWD</td>
<td>Section 1</td>
<td>Introduction: The text here should affirm that the goals, strategies and policies in the Plan have been developed to conform the watershed-management plans of the watershed organizations that share jurisdiction with the city.</td>
<td>Section 1.2 of the SWMP notes: &quot;This SWMP has also been developed to meet the needs, requirements, and direction as outlined by: • Minnehaha Creek Watershed District • Nine Mile Creek Watershed District • Richfield-Bloomington Watershed Management Organization&quot; This text has been revised to specifically reference the goals, strategies, and policies included in the SWMP.</td>
<td>Revision to Section 1.2</td>
<td>Yes</td>
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<td>NMCWD</td>
<td>Section 4.2.2</td>
<td>The Plan should be clarified to state - that the city wishes to defer exercise of regulatory authority to NMCWD. In addition to making a clear statement confirming that intent</td>
<td>Section 4.2.2 has been revised to specifically note that the City wishes to continue to defer permitting authority to the NMCWD.</td>
<td>Revision to Section 4.2.2</td>
<td>Yes</td>
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<td>NMCWD</td>
<td>Section 4.2.2</td>
<td>The Plan states that the city “adopts the applicable rules and requirements of the watershed organizations within each entity’s jurisdiction in the city. It’s not clear what this means, but the intent is to underscore the city’s support for and reliance on the watershed organizations’ implementation of the regulatory standards, that’s fine, though the Plan might use a different verb, such as &quot;supports.&quot; If the intent is state otherwise, the city and NMCWD should discuss.</td>
<td>This text has been revised to note that the City “supports” the applicable rules and requirements of the WMOs. The text has been revised to state: &quot;In some cases, the City has incorporated WMO rules and requirements into the City's official controls; in others, WMO requirements are adopted by reference.&quot;</td>
<td>Revision to Section 4.2.2</td>
<td>Yes</td>
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<td>NMCWD</td>
<td>Section 4.2.2</td>
<td>Subsection 4.2.2 goes on to state that the city &quot;shares permitting duties&quot; with watershed organization and notes that NMCWD is the permitting authority for projects that trigger the NMCWD rules. (The syntax in the third bullet in the second set of bullets in section 4.2.2 needs some cleanup, though.) This is followed in subsection 5.3.4 by text stating the NMCWD &quot;exercises some regulatory responsibilities within the city.&quot; (The latter subsection helpfully notes that NMCWD will continue to administer the Wetland Conservation Act in the portion of the city within the Nine Mile Creek watershed.) Again, these statements indicate that the city wishes to defer exercise of regulatory authority to NMCWD for the land-disturbing activity governed by the NMCWD rules, but it would be useful for the Plan to include an explicit statement along these lines.</td>
<td>Section 4.2.2 has been revised to specifically note that the City wishes to continue to defer permitting authority to the NMCWD.</td>
<td>Revision to Section 4.2.2</td>
<td>Yes</td>
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<tr>
<td>NMCWD</td>
<td>Section 4.3.2</td>
<td>The city’s Engineering Design Standards for Stormwater Management, 9.5 Freeboard, states that the City requires a minimum of two feet of freeboard elevation between the low point of entry elevation and the 1% chance event high-water elevation (100-year storm event) in a given area for all new and redeveloped structures. This is in conflict with subsection 4.3.3 of the NMCWD rules, which references the low floor rather than low opening.</td>
<td>Policy 4.3.2-10 identifies freeboard elevations relative to low floor, consistent with NMCWD performance standards. The City will revise its Engineering Design Standards following adoption of this SWMP to achieve consistency with this SWMP and applicable WMO requirements. The planned revision to the Engineering Design Standards is included in as item 14 in Table 5-2.</td>
<td>Revision to item 14 in Table 5-2</td>
<td>Yes</td>
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<tr>
<td>NMCWD</td>
<td>Section 5.3.2.1</td>
<td>NMCWD recognizes and appreciates the specifics provides in this subsection. Note, though, the WMP includes a specific request that the city provide it with any updates to its wellhead protection plan as a matter of course, not only in response to NMCWD requests as stated in subsection 4.3.5, item 6. (NMCWD may not be aware of an update such it staff would know to request it.)</td>
<td>Policy 4.3.5-6 has been revised to eliminate the &quot;as requested.&quot;</td>
<td>Revision to Policy 4.3.5-6</td>
<td>Yes</td>
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<td>NMCWD</td>
<td>Table 5-1</td>
<td>The NMCWD understands that the city has studies under way and planned that will contribute a basis for design of water-quality improvement and water-quantity management projects, but encourages the city to consider options for implementation of projects in the first five years of the new Plan, rather than waiting to 2023.</td>
<td>The City will consider implementing improvements on an earlier schedule based on the outcome of current and future studies, as funding allows.</td>
<td>None</td>
<td>NA</td>
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</tbody>
</table>
The city must add a specific timeframe(s) and commitments to complete the hydrology and hydraulic modeling and the water-quality modeling referenced in this section. The models must incorporate and be completed utilizing Atlas 14 rainfall data issued by the National Oceanic and Atmospheric Administration in 2013. Atlas 14 supersedes Technical Paper 40 and 49 issued by the US Weather Bureau in 1961 and 1964, respectively. Water quality modeling must be completed using a model that shows annual removal efficiencies for both total phosphorus (60% removal required) and total suspended solids (90% removal required). For rate control, the Plan states that the City will manage rate to prevent capacity of downstream systems from being exceeded. The District’s rule requires that flow rates be limited to that from existing conditions for the 2-, 10-, and 100-year frequency storm events for all points where stormwater discharge leaves the site.

---

<table>
<thead>
<tr>
<th>Commenter</th>
<th>Plan Section (if noted)</th>
<th>Comment</th>
<th>Proposed Response</th>
<th>Edit Location</th>
<th>Edit Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>NMCWD</td>
<td>Table 5-3</td>
<td></td>
<td>Section 2.8.4 of the SWMP notes that the current City-wide hydrologic and hydraulic modeling uses Atlas 14 precipitation inputs. This section has been revised to note that the City anticipates completion of this modeling effort in early 2019. Section 2.7.3 of the SWMP has been revised to note that the City’s water quality modeling is anticipated to be completed in 2019 and will include assessment of pollutant removal efficiencies of modeled BMPs. Policy 4.3.3-15 of the SWMO notes that the City requires development and redevelopment activities to meet water quality performance standards of the applicable WMO, including the NMCWD (i.e., 60% TP removal, 90% TSS removal). Policy 4.3.2-7 of the SWMP notes that the City requires development and redevelopment activities to meet the rate control requirements of the applicable WMO, including the NMCWD.</td>
<td>Revisions to Section 2.8.4 and 2.7.3</td>
<td>Yes</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution authorizing the City of Richfield to accept grant funds of $10,000 and enter into Source Water Protection Competitive Grant Agreement No. 152466 with Minnesota Department of Health (MDH) to permanently seal unique well no. 206330 (Wood Lake).

EXECUTIVE SUMMARY:
In October 2018, the City of Richfield applied for and was awarded a Source Water Protection Competitive Grant of $10,000 to assist the City in permanently sealing unique well no. 206330 located on the grounds of Wood Lake Nature Center.

This specific well was prioritized for sealing due to its depth (335') and because it draws from the critically important Prairie Du Chien-Jordan Aquifer.

One purpose of the MDH grant program is to help municipalities in sealing old and unused wells that can serve as conduits for contamination into Minnesota aquifers. Funding for the program comes from the Clean Water Land and Legacy Amendment which has supported source water protection grants for public water suppliers in Minnesota since 2010.

RECOMMENDED ACTION:
By motion: Adopt a resolution authorizing the City of Richfield to accept grant funds of $10,000 and enter into Grant Agreement No. 152466 with MDH to permanently seal unique well no. 206330 (Wood Lake).

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • In October 2018 the City of Richfield applied for and was awarded a Source Water Protection Competitive Grant in the amount of $10,000.
   • The City was awarded a similar grant in November 2016 which was used to survey and identify unused private wells for permanent sealing.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal
property on terms prescribed by donor be made by resolution and adopted by two-thirds majority of the City Council.

C. **CRITICAL TIMING ISSUES:**
   - The effective date of the grant agreement is the date all signatures are obtained by the State.
   - The expiration date of the grant agreement is April 30, 2021, or once all obligations have been fulfilled, whichever occurs first.
   - Well no. 206330 has been prioritized for sealing. Accepting the grant money will ensure the well is sealed as soon as possible.
   - It is expected that the well will be sealed as soon as the State authorizes the City to begin work on the project.

D. **FINANCIAL IMPACT:**
   - The anticipated total cost for the project based on a number of quotes obtained by the City is $27,925.
   - The cost share for the City would be $17,295, after accounting for the $10,000 State grant.
   - The City's cost share funds are accounted for in the Public Works Water Utility budget and are intended to be used for this project.

E. **LEGAL CONSIDERATION:**
   - The City attorney has reviewed grant agreement and will be available to answer questions.

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

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

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ACCEPT GRANT FUNDS IN THE AMOUNT OF $10,000 AND ENTER INTO SOURCE WATER PROTECTION COMPETITIVE GRANT AGREEMENT NO. 152466 WITH MINNESOTA DEPARTMENT OF HEALTH TO PERMANENTLY SEAL UNIQUE WELL NO. 206330.

WHEREAS, the Richfield Public Works Department has applied for and been awarded a Source Water Protection Competitive Grant in the amount of $10,000; and

WHEREAS, the City intends to use these funds to permanently seal unique well no. 206330; and

WHEREAS, the proper and timely sealing of well no. 206330 will ensure the elimination of a direct conduit for contamination into the Prairie Du Chien Aquifer; and

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

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

1. That the City Council of the City of Richfield hereby authorizes the City Manager to enter into Source Water Protection Competitive Grant Agreement No. 152466 with Minnesota Department of Health in the amount of $10,000.

2. Appropriate City personnel are authorized to administer the funds in accordance with the grant agreement and terms described by the Minnesota Department of Health.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of February, 2019.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Richfield ("Grantee"). Grantee's address is 1901 E. 66th Street, Richfield, Minnesota 55423.

Recitals

1. Under Minnesota Statutes 144.0742 and §114D.50 (the Clean Water Fund), the State is empowered to enter into this grant agreement.

2. The State is in need of assisting public water suppliers to protect the source of drinking water.

3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Agreement

1.1 Effective date February 4, 2019, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration date April 30, 2021, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.


2. Grantee's Duties The Grantee, who is not a state employee, shall:

• Seal well 206330.
• The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports, publications, displays, videos). An electronic copy of the logo will be made available to the Grantee. Failure to display the logo may render the Grantee ineligible for reimbursement.

• Contact Minnesota Department of Health (MDH) Well Management 48 hours prior to beginning any well sealing work. Contact either Patrick Sarafolean at 651-201-3962 or Jennifer Weier at 651-201-3658 during normal business hours Monday to Friday between 8:00 am and 4:30 pm to ensure that MDH has the opportunity to inspect during the well sealing process.

• On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. Any Grantee activity that involves data collection must be submitted to the State upon completion of the project and in the format agreed by the State.

• The Grantee shall pay in full any licensed contractor hired for the purpose of completing any work under this Grant Agreement.

• The Grantee shall submit an itemized invoice for the total cost of the project.

Exhibits A and B are attached and incorporated into this grant agreement. Upon completion of the project the Grantee shall submit a Grant Invoice (Exhibit A) and a Grant Narrative Report (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement. The Grantee will provide the unique well numbers with the Inspection Report or Well and Boring Sealing Record with the final invoice.

• If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.

• In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee may forfeit the final payment. Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.

• Grantee shall provide an equal cost share (of eligible funds in cash) for each work item. In-kind contributions are not accepted.

3. **Time** The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.
The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the following breakdown of costs:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Grant Amount</th>
<th>Cost Share</th>
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<tbody>
<tr>
<td>Seal well 206330</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>Sub-Total</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Ten Thousand Dollars and Zero Cents ($10,000.00).

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:

- permitting fees payable to MDH (i.e. well construction fee; well sealing fee)
- pressure tank and associated plumbing
- water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first
- indirect or administrative costs related to the grant.

(c) Travel Expenses The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval
for modifications greater than 10 percent of any budget line item may result in
denial of modification request and/or loss of funds. Modifications equal to or
less than 10 percent of any budget line item are permitted without prior
approval from the State provided that such modification is indicated on
submitted reports and that the total obligation of the State for all compensation
and reimbursements to the Grantee shall not exceed the total obligation listed in
4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents
an itemized invoice for the services actually performed and the State's
Authorized Representative accepts the invoiced services. Invoices must be
submitted in a timely fashion and according to the following schedule: Upon
completion of the services. The State does not pay merely for the passage of
time.

All the grant documentation (Grant Narrative Report, Grant Invoice, itemized invoice(s),
electronic copies) must be submitted in one packet by either email or mail. The Grantee
shall use the following address:

kris.wenner@state.mn.us

Or

Attn: Kris Wenner
Source Water Protection
Minnesota Department of Health
PO Box 64975, St. Paul, MN 55164-0975

If the final invoice is not received by the State before the end date of this Grant
Agreement, the Grantee may forfeit the final payment.

(b) Matching Requirements Grantee certifies that the following matching
requirement, for the grant will be met by Grantee:

- Grantee will submit an invoice for the total cost of the project.

- By submitting an invoice for the total cost of the project Grantee certifies that the cost
  share requirement of $10,000 (Ten Thousand Dollars) has been met.

- If the total cost of the project ends up being less than $20,000 (Twenty Thousand
  Dollars) the Grantee agrees to contribute a minimum cost share of 50% of the total cost
  of the project.
5. **Conditions of Payment** All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. **Authorized Representatives**

6.1 **State's Authorized Representative** The State's Authorized Representative for purposes of administering this agreement is Kris Wenner, SWP Grants Coordinator, 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-4696, Kris.Wenner@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 **Grantee's Authorized Representative** The Grantee's Authorized Representative is Russell Lupkes, Utilities Superintendent, 1901 E. 66th Street, Richfield, Minnesota 55423, 612-861-9175, rlupkes@richfieldmn.gov, or their successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. **Assignment, Amendments, Waiver, and Merger**

7.1 **Assignment** The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 **Amendments** If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 **Waiver** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 **Merger** This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
8. **Liability**  The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by the Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. **State Audits**  Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. **Government Data Practices and Data Disclosure**

   **10.1 Government Data Practices**  Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

   If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee Instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

   **10.2 Data Disclosure**  Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. **Ownership of Equipment**  The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.
12. **Ownership of Materials and Intellectual Property Rights**

12.1 **Ownership of Materials** The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 **Intellectual Property Rights** Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. **Workers' Compensation** The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.
14. Publicity and Endorsement

14.1 Publicity  Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement  The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee  The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause  If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding  The State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue  This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
17. **Lobbying** Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

[Remainder of page intentionally left blank.]
APPROVED:

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

   By: ________________________________
   
   Title: Mayor - City of Richfield
   
   Date: ________________________________

   By: ________________________________
   
   Title: City Manager - City of Richfield
   
   Date: ________________________________

2. State Agency
Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

   By: ________________________________ (with delegated authority)
   
   Title: ________________________________
   
   Date: ________________________________

Distribution:

Agency – Original (fully executed) Grant Agreement
Grantee
State Authorized Representative
**Encumbrance Worksheet**

**Vendor Name:**
City of Richfield

**Vendor Address:**
1901 E. 66th Street
Richfield, MN 55423

**Vendor Number:**
0000197711

**Vendor Location Code:**
020

**Federal Employer I.D.:**

**MN Tax I.D. # (if applicable):**

**Requestor's Name/Employee ID#: (required by SWIFT)**
Kris Wenner/00436228

**Targeted TG/ED/VO Vendor?**
Y / N

(Circle "Y" or "N" for all agreement types except grants and grant amendments)

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<th>Starting State Fiscal Year:</th>
<th>2019</th>
<th>Total Amount of Original Agreement:</th>
<th>$</th>
<th>$10,000.00</th>
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</table>

**Agreement Start Date:**
February 4, 2019

**Total Amount of Original, plus ALL Previous Amendments:**

**Initial End Date:**
April 30, 2021

**Total Amount of this Amendment ONLY:**

**Amd Revised End Date:**

**Grand Total (Original + all Amendments):**

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<th>Please Check ONE option for Amendments:</th>
<th>Time Only</th>
<th>Money Only</th>
<th>Time and Money</th>
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**Special Instructions:** Remit to address is 6700 Portland Ave. South; Richfield, MN 55423

**Does this contract contain not public data information? (circle one):**

Y / N

If "Y" provide a description for FM entry into SWIFT:

**ACCOUNTING INFORMATION**

**State Fiscal Year 2019**

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**State Fiscal Year 201**

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**State Fiscal Year 202**

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**FINANCIAL MANAGEMENT USE ONLY**

**Encumbrance Signature:**

**Date:** 1/23/19

**Contract Number:** 152466

**Origin Code:** 619

**Purchase Order Number:** 63523

**Source Type:**

**Category Code:** 4101501

**Account ID:** 441352
Source Water Protection Competitive Grants Invoice

**GRANTEE INFORMATION**

System:

Address:

Program Contact Person:

Phone:  
Fax:

E-mail:

**PWSID:**

**INVOICE INFORMATION**

Is this the final invoice?   [ ] Yes   [ ] No

**WORK ITEMS AND EXPENDITURE DESCRIPTION**  
use an additional page if necessary

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Cost Share</th>
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Total $  
Deduct amount of cost share $  
**Net Invoice Amount to be Paid** $  

**DISCLAIMER AND SIGNATURE** I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Authorized Grantee Signature __________________________ Date ____________

---

**FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY**

Grant Manager Signature __________________________ Date ____________

PO:  
Approved by:  
Period of Service:  
Date sent to F.M:  
# GRANT NARRATIVE REPORT

<table>
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<th>System Name:</th>
<th>PWSID:</th>
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Describe the issue *Why did you apply for funding? Was there a problem? Where/When did it take place?*

Describe in detail the work that was performed

Describe the results of this project; How did this work benefit your system? How was drinking water and public health protected?

Would this work have happened in the absence of the grant program?  □ Yes  □ No

Assistance received – *How did Minnesota Department of Health (MDH) or Minnesota Rural Water Association (MRWA) help? (i.e. MDH/MRWA consulted, recommended, analyzed, educated, advised, provided, etc.)*

How can the grant program be improved?

Pictures available?  □ Yes  □ No

Publication, software, videos available?  □ Yes  □ No
**Disclaimer**

I declare that the data on this document is correct.

<table>
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<tr>
<th>Authorized Grantee Signature</th>
<th>Date</th>
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**For Minnesota Department of Health Use Only**

- How much money was spent completing this work (total to include cost share)
- Estimate the number of people served by the PWS
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of the first reading of an ordinance amending Section 617 of the Richfield City Code regulating food establishments for consistency with recently updated State regulations.

EXECUTIVE SUMMARY:
The State of Minnesota Food Code was recently updated after twenty years, with implementation taking place January 1, 2019. Local jurisdictions are required to adopt changes by March 2019. A sampling of changes include updates to definitions and terminology, food handling practices, health and hygiene standards, and equipment certification. Adoption of the amendments to the Food Code will ensure the City of Richfield can continue to protect the health, safety and general welfare of the public pursuant to the powers granted under Minnesota Statutes, Chapter 145A. Bloomington Public Health staff - who are the experts in this area - worked closely with Richfield staff in preparing the proposed ordinance amendments.

RECOMMENDED ACTION:
By motion: Approve the first reading of an ordinance amending Section 617 of the Richfield City Code regulating food establishments and schedule a second reading for February 26, 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   ♦ The Minnesota Food Code (Minnesota Rules Chapter 4626) has not been updated since 1999 and over that period, the industry has undergone immense change; improved food handling techniques, the introduction of food trucks, pop-up restaurants and increased interest in where food comes from. Much of the food code update addresses food sanitation and safety measures necessary to prevent food-borne illness outbreaks.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   ♦ A formal hearing is not required, but the City Council could allow public comment on the proposed ordinance changes.
   ♦ The principal objectives of the Food Establishment Code are to prevent illness, to correct and prevent conditions that may adversely affect persons utilizing licensed establishments, to provide consistent standards for design, construction, operation and maintenance of licensed
establishments, and to meet the consumer expectations of health and safety of licensed establishments.

C. **CRITICAL TIMING ISSUES:**
   - The State of Minnesota has required all Community Health Boards to adopt updated ordinance language by March 2019.

D. **FINANCIAL IMPACT:**
   - N/A

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the ordinance and approves of its contents.

**ALTERNATIVE RECOMMENDATION(S):**
- There are no alternatives because the City is required to update its Code for consistency with State law.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Lynn Moore, Environmental Health Manager, City of Bloomington

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Proposed Ordinance</td>
<td>Ordinance</td>
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</table>
BILL NO. __________

AN ORDINANCE AMENDING SECTION 617 OF THE CITY CODE
PERTAINING TO PUBLIC HEALTH AND THE
REGULATION OF FOOD ESTABLISHMENTS

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. That the following Subsections of Section 617 of the Richfield City Code are hereby amended by deleting those words stricken through and adding those words that are underlined, to read as follows:

Section 2. Subsection 617.01 in the Richfield City Code is amended as follows:

This section is enacted to establish standards for the regulation of food establishments in Richfield in order to protect the health, safety and general welfare of the public pursuant to the powers granted under Minnesota Statutes, Chapter 145A. The principal objectives of this section of the City Code are to prevent illness, to correct and prevent conditions that may adversely affect persons utilizing licensed establishments, to provide consistent standards for design, construction, operation and maintenance of licensed establishments, and to meet the consumer expectations of health and safety of licensed establishments.

For the purpose of prescribing regulations governing food establishments, the City of Richfield hereby adopts the following rules and statutes as may be amended or recodified from time to time:

(a) Minnesota Statutes, chapters 157 except for 157.16; and

(b) Minnesota Rules, chapter 4626, except for 4626.0033, subparts G through O, 4626.1715, subpart B, 4626.1720, subparts B and F, and 4626.1755 through 4626.178070.

Section 3. Subsection 617.03 in the Richfield City Code is amended as follows:

Subd. 1. "Certified food protection manager" (CFPM) is defined in Minnesota Rules Chapter 4626 as an individual who has a valid Minnesota food protection manager’s certification under Minnesota Rules part 4626.0033 or an individual who is certified under Minnesota Rules 2015, parts 4626.2005 to 4626.2020.

Subd. 2. "Food catering vehicle" is a commercial vehicle used only to transport or store food, tableware, utensils or food equipment with temperature control and is used as part of a food catering or food retail operation. This does not include personal vehicles used only to deliver foods intended for immediate consumption like pizza, boxed lunches, etc.

Subd. 23. "Food establishment" is defined in Minnesota Rules, chapter 4626, as amended. Food establishments include, but are not limited to, restaurants, cafeterias,
bars, clubs, cafes, coffee shops, grocery stores, delicatessens, convenience stores, lodges, resorts, retail bakeries, retail meat markets, produce stands, group childcare centers, group adult care centers, institutions, public and private schools, satellite or catered serving locations, catering food vehicles, carts, packaged retail food sales, vending machines, mobile food units, special event food stands or other short-term food operations, and similar businesses established for the service or retail distribution of food and beverages where consumption is on or off the premises and regardless of whether there is a charge for the food or beverages.

Subd. 34. "Health Authority" means the City of Richfield Public Safety Department and its qualified designated employees or agents as the Richfield City Council may designate. The term "regulatory authority" in the Minnesota Food Code, Minnesota Rules, Chapter 4626 shall mean the Health Authority.

Subd. 45. "Issuing Authority" means the City of Richfield Public Safety Department and its qualified designated agents as the Richfield City Council may designate.

Subd. 56. "Potentially hazardous Time/temperature control for safety food" (TCS) is defined in Minnesota Rules, Chapter 4626. It also means food that requires time or temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Section 4. Subsection 617.07 in the Richfield City Code is amended as follows:

617.07. - License required and posted.

No person shall operate a food establishment within the City of Richfield or engage in any enterprises described in this Code, without first obtaining and having a valid license as provided herein. The application for such license shall be made on forms furnished by the City of Richfield and shall describe the general nature of the business, its location, and any other information deemed necessary by the City. The application must be in the name of the owner of the real property on which the licensed premises are situated and bear the signature of the owner or that of the owner's authorized agent. The license must be posted in a location conspicuous to customers.

Section 5. Subsection 617.15 in the Richfield City Code is amended as follows:

Subdivision 1. Type I means those food establishments serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day. Type I establishments include those:

(a) Preparing for retail sale potentially hazardous time/temperature control for safety (TCS) foods that require extensive processing and handling on premises;
(b) Cooking or cooling potentially hazardous TCS foods;
(c) Offering as a menu item, or an ingredient of a menu item, raw or undercooked [potentially hazardous] meats, poultry products, eggs, fish, shellfish or similar foods with raw potentially hazardous items as ingredients;

(d) Transporting potentially hazardous TCS foods as a catering service; or

(e) Conducting food processing that involves smoking, curing, or reduced oxygen packaging.

Type I food establishments require a certified food protection manager as specified in Minnesota Rules, chapter 4626. They include, but are not limited to, full-service restaurants; counter-service restaurants; food retail delis; institutional kitchens; food manufacturing, packaging, and processing plants; bakeries preparing potentially hazardous foods or detailed decorating; and meat markets with complex processing. A supplemental license shall be required for each additional separate and distinct food facility such as a bakery, kitchen, meat market, grocery store, bar, or serving area facility on the same premises.

Subd. 2. Type II means a Type I food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day. Type II establishments require a certified food protection manager as specified in Minnesota Rules, chapter 4626.

Subd. 3. Type III means those food establishments serving or preparing:

(a) Mainly non-potentially hazardous TCS foods and a limited amount of TCS foods that require minimal processing and handling;

(b) Potentially hazardous TCS foods prepared elsewhere and only heated or held cold onsite; and

(c) Serving or retailing limited potentially hazardous TCS foods, such as pizza, requiring handling followed by heat treatment.

Type III establishments require a certified food protection manager as specified in Minnesota Rules, chapter part 4626.0033 unless specifically exempted. They include, but are not limited to, such operations as, retail sales of cold or frozen packaged potentially hazardous foods; packaged foods

Subd. 4. Type IV means those food establishments having minimal food handling. Type IV establishments are not required to have a certified food manager as specified in Minnesota Rules, chapter 4626. They include, but are not limited to such operations as, retail sales of cold or frozen packaged potentially hazardous foods; packaged foods
where customers may heat the food onsite; hotdogs; preparing or packaging non-TCS food that are made from ingredients that are not TCS; heating or serving precooked hot dog or sausage products, popcorn, nachos, pretzels, or frozen pizza; childcare with snacks and milk; ready-to-eat pizzas and sandwiches made elsewhere delivered for immediate resale according to federal regulations; coffee shops with frothed milk; unpackaged baked goods made elsewhere; continental breakfasts with rolls, juice, coffee, cold cereal, and milk; juice bars with blended drinks; and on-sale bars with mixed drinks.

Subd. 5. Type V means those food establishments where non-potentially hazardous TCS food or food products are sold at retail or served in the original container including snack bars, bottled beverages and packaged food products. Type V food establishments are not required to have a certified food protection manager as specified in Minnesota Rules, Chapter 4626.

Subd. 6. Supplemental facility means any additional distinct or separate food retail or food service facility on the same premises as a Type I, II, III, IV, or V establishment, including catering food vehicles. Supplemental facilities are categorized as:

(a) High Supplemental Facility having similar food handling operations specified under Type I establishment;
(b) Medium Supplemental Facility having similar food handling operations specified under Type III or IV establishment; or
(c) Low Supplemental Facility having similar food handling operations specified under Type V establishment.

Subd. 7. Temporary food establishment is defined in Minnesota Rules, Chapter 4626 and includes special event food stands as defined in Minnesota Statutes, Chapter 157. Temporary Food Establishments are categorized as:

(a) Complex Temporary Food Establishment having similar food handling operations specified under Type I and Type III establishments; or
(b) Simple Temporary Food Establishment having similar food handling operations specified under Type IV and V establishments.

Subd. 8. Farmers’ market stands meaning those food establishments operating at farmers’ markets and not exempt from licensing under Minnesota Statutes, Section 28A.

Subd. 9. Vending machines means devices dispensing unit servings of food that are either a food or beverage machine or a nut, gum ball, or unwrapped candy machine.

Section 6. Subsection 617.17 in the Richfield City Code is amended as follows:

617.17. – Reserved. Exemptions or Exclusions.
This section shall not include food service operations conducted in and for a house of worship when the food service is limited to preparation, service, or consumption by the members of the house of worship and not advertised to the public.

Section 7. Subsection 617.19 in the Richfield City Code is amended as follows:

This section specifically adopts the following additional standards for health and safety to Minnesota Rules, chapter 4626:

Subdivision 1. Minnesota Rules, chapter 4626.0225 Preventing Contamination From Hands, D is amended to read as follows: Food employees not serving a highly susceptible population may contact exposed, ready-to-eat food with their bare hands if:

(a) Written procedures are maintained in the food establishment and made available to the Health Authority upon request that include for each bare hand contact procedure, a listing of the specific ready-to-eat foods that are touched by bare hands.

(b) A written employee health policy that details:

   (i) Documentation that food employees and conditional employees acknowledge that they are informed to report information about their health and activities as they relate to gastrointestinal symptoms and diseases that are transmittable through food;

   (ii) Documentation that food employees and conditional employees acknowledge their responsibilities; and

   (iii) Documentation that the person in charge acknowledges his/her responsibilities.

(c) Documentation that food employees acknowledge that they have received training according to Minnesota Rules, Chapter 4626 in:

   (i) The risks of contacting the specific ready-to-eat foods with bare hands;

   (ii) Proper handwashing including when and where to wash their hands;

   (iii) Proper fingernail maintenance;

   (iv) Prohibition of jewelry; and

   (v) Good hygienic practices.

(d) Documentation that hands are washed before food preparation and as necessary to prevent cross contamination by food employees during all hours of operation when the specific ready-to-eat foods are prepared.

(e) Documentation that food employees contacting ready-to-eat food with bare hands use two (2) or more of the following control measures to provide additional safeguards to hazards associated with bare-hand contact:
(i) Double handwashing, such as after using the bathroom and returning to work, handling raw meat products, or other high risk activities;

(ii) A hand antiseptic after washing;

(iii) Programs to encourage food employees not to work when they are ill; or

(iv) Other control measures approved by the Health Authority.

Subd. 2. Minnesota Rules, Chapter 4626.0410 TIME AS PUBLIC HEALTH CONTROL, subpart 2. Notification. The food establishment licensee must submit written notification to the Health Authority of his/her intention to use the procedures provided under this part and receive approval from the Health Authority prior to implementation of the provisions of this part.

Subd. 3. Subdivision 1. Minnesota Rules, Chapter 4626.1050, A is amended to read as follows: A hand washing lavatory shall be equipped to provide water to the user through a mixing valve or combination faucet, at a temperature of at least 43 degrees C (110 degrees F), but not more than 54 degrees C (130 degrees F) in a food establishment and not more than 48 degrees C (120 degrees F), in a sink that is used by children such as at a school, day care, or preschool, to allow handwashing for at least 20 seconds through a mixing valve or combination faucet.

Subd. 4. Minnesota Rules, Chapter 4626.1325, A is amended to read: Except as specified in item 2B, materials for indoor floor, wall, and ceiling surfaces under conditions of normal use shall be:

(a) Smooth, durable and easily cleanable for areas where food establishment operations are conducted;

(b) Closely woven and easily cleanable carpet where carpeting is permitted; and

(c) Non-absorbent for areas subject to moisture and resistant to the wear and abuse to which they are subjected. Materials such as, but not limited to, quarry tile, or ceramic tile are approved for floors in food preparation areas, toilet rooms, hand washing areas, wait stations, kitchens, bars, walk-in refrigeration, ware washing areas, janitorial areas, laundry rooms, areas subject to flushing or spray cleaning methods, and other areas subject to moisture. Materials such as, but not limited to, ceramic tile are approved for walls subject to splash or moisture in food preparation areas, ware washing areas, toilet rooms, etc.

Subd. 5. Minnesota Rules, Chapter 4626.1465 TOILET TISSUE, AVAILABILITY. A supply of toilet tissue in a mounted dispenser shall be available at each toilet.

Subd. 6. A food establishment shall have in place and use a system of risk-based self-inspection. The self-inspection program shall include written policies, appropriate forms for logging self-inspections, and evidence that routine self-inspection of all aspects of the food establishment takes place.
Subd. 5. Minnesota Rules, Chapter 4626.0123 Clean-up of vomiting and diarrheal events. A food establishment must have written procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces in the food establishment. The procedures must address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, consumers, food, and surfaces to vomitus or fecal matter.

Section 8. Subsection 617.21 in the Richfield City Code is amended as follows:

Subdivision 1. Administrative variance request. Relief from the strict compliance with the requirements of section 617.19 and those parts of Minnesota Rules, Chapter 4626 hereof may be granted in the form of a variance. Variance requests shall not be considered from those specifically listed in Minnesota Rules, chapter 4626.1690, subpart A.(1) through ([7]4). The variance application must be from the party to whom the requirement applies and must be in writing and submitted to the Health Authority, including, at a minimum, the following information:

(a) The full name, address, daytime and evening telephone numbers of the party requesting a variance;

(b) The address of the licensed premises;

(c) The relationship of the party requesting a variance to the licensed premises;

(d) The specific reasons why the requirements of City Code or State Rule cannot be met;

(e) A description of alternative measures that will be taken to ensure a comparable degree of protection to the health or the environment if a variance is granted;

(f) The length of time for which the variance is requested;

(g) A statement that the person applying for the variance will comply with the terms of the variance and maintain a copy, if granted;

(h) A HACCP plan, if required under part 4626.1730, that includes the information in part 4626.1735 that is relevant to the variance requested; and

(i) Other relevant information the City determines necessary to properly evaluate the request for a variance.

Subd. 2. Criteria for variance. The Health Authority may grant a variance request upon making all of the following findings of fact in writing:

(a) The variance was requested in the manner prescribed by this section of City Code;

(b) Science-based evidence that the variance will have no potential adverse effect or impact on public health, safety or the environment;
Section 9. Subsection 617.25 in the Richfield City Code is amended as follows:

Construction shall not commence on any new or remodeled food establishment or any existing structure converted to a food establishment until the Health Authority has reviewed and approved the plans and specifications. Those construction projects being expedited under the fast track building permit process, shall not have any equipment or floor, wall or ceiling finish materials installed until the Health Authority has reviewed and approved the plans and specifications.

Subdivision 1. Submission of plans.

(a) Two complete sets of printed or one set of digital of plans and specifications shall be submitted to the Health Authority for review.

Section 10. Subsection 617.27 in the Richfield City Code is amended as follows:

Subdivision 1. The Health Authority shall inspect each food establishment prior to issuing a license and as deemed necessary by the Health Authority. The Health Authority shall not issue a license until the food establishment complies with the standards of this section as demonstrated by a satisfactory inspection.

Subd. 2. The Health Authority, after proper identification, shall have the right to enter and have access to the food establishment at any time during the conduct of business.

Subd. 3. The Health Authority shall inspect each food establishment as frequently as necessary during construction, and prior to opening for service to the public, to ensure that construction and operations are in conformance with this section.

Subd. 4. The Health Authority shall inspect each food establishment at a frequency no less often than State law requires.

Subd. 5. The licensee, owner, or operator of a food establishment upon receipt of a health inspection report giving notice of violations of this section shall correct or remove each violation in the length of time determined by the Health Authority. Priority 1 and priority 2 food code violations shall be complied with immediately or within 24 hours if not otherwise specified by the Health Authority. Failure to remove or correct each violation within the specified time period shall constitute a separate violation of this section. The Health Authority may issue orders to halt construction or remodeling, or to take corrective measures to ensure compliance with this section.

Section 11. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.
Adopted this ____ of ________________, 2019.

By: ___________________________

Maria Regan Gonzalez, Mayor

ATTEST:

_________________________

Catherine Rodriguez, Manager
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the second reading of an ordinance amending Section 300 of the Richfield City Code to formally establish the offices of City Treasurer and City Clerk.

EXECUTIVE SUMMARY:
On January 22, 2019, the City Council approved the first reading of an ordinance amending Section 300 of the Richfield City Code.

Minnesota Statute Section 412.681 states that cities with a Council/City Manager form of government must have an office of City Treasurer and an office of City Clerk that are subordinate to the City Manager.

These two offices must be created by City ordinance. The current ordinance does not formally establish these offices, although they have existed in the City for some time. Therefore, as a housekeeping measure, staff is recommending that Section 300 of the Richfield City Code be amended to establish these two offices and designate the Finance Director as the City Treasurer.

RECOMMENDED ACTION:
By motion: Approve the second reading of an ordinance amending Section 300 of the Richfield City Code to formally establish the offices of City Treasurer and City Clerk.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - N/A

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Minnesota Statute Section 412.681 states that Council/City Manager form of governments must have City Treasurer and City Clerk offices that are subordinate to the City Manager.
   - These offices must be created by City ordinance.

C. CRITICAL TIMING ISSUES:
   - N/A
D. **FINANCIAL IMPACT:**
   - N/A

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

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

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

**ATTACHMENTS:**

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AN ORDINANCE AMENDING SECTION 300 OF THE CODE OF ORDINANCES FORMALLY ESTABLISHING THE OFFICES OF CITY TREASURER AND CITY CLERK WITHIN THE CITY ORGANIZATION

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 300 of the Richfield City Code is amended to add the following new subsection 300.23 as follows:

300.23. – City treasurer.

The office of city treasurer is hereby established. The Finance Director shall serve as city treasurer. The duties of the city treasurer shall be as prescribed by state law and by the city manager.

Sec. 2. Section 300 of the Richfield City Code is amended to add the following new subsection 300.25 as follows:

300.25. – City clerk.

The office of city clerk is hereby established. The duties of the city clerk shall be as prescribed by state law and by the city manager.

Sec. 3. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this 11th day of February, 2019.

By: ___________________________
    Maria Regan Gonzalez, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution approving the contract with the Labor and Trades Local 49 for the period January 1, 2019 through December 31, 2020 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:
City staff has completed labor negotiations with the Labor and Trades Local 49 (Union). The provisions of the 2019-2020 labor agreement cover all of the employees in this Union, which consists of 32 positions.

The two-year contract provides a wage adjustment of 3.00% in 2019 and a wage adjustment of 3.00% in 2020. It also includes an equity adjustment in both contract years to the top steps of the LT1 and LT2 pay grades in order to bring those wages more in line with other similarly-sized metro area cities. This was done after a thorough analysis of metro wages by staff.

The agreement also includes the same employer-provided health insurance contributions as given to the city's non-represented employee groups and bargaining units. It also provides nominal increases to the uniform/boot allowance and to some licensure/certification pay rates.

RECOMMENDED ACTION:
By motion: Adopt a resolution approving the provisions of the 2019-2020 labor agreement with the Labor & Trades Local 49 bargaining unit and authorize the City Manager to execute the agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
The tentatively approved two year contract settlement includes the following significant changes:
- Wages: A 3.00% wage adjustment for 2019 and a 3.00% wage adjustment for 2020.
- Equity Adjustment: An equity adjustment was provided to the top step of both the LT1 and LT2 pay grades because metro area wage surveys indicated that this employee group falls below the metro average of top public works workers, water plant operators, and mechanics’ wages. The equity adjustment brings the group closer to the average at the end of 2020. The top pay steps will receive a one time adjustment of $0.20 per hour to their base hourly wage for 2019 and another additional one time adjustment of $0.10 per hour to their base hourly wage in 2020.
• The licensure/certification pyramid pay will increase by $0.10 to $1.85 per hour, effective in 2019.
• Health Insurance: The same employer contributions as all other bargaining and non-bargaining groups receive in 2019. The Union also agreed to accept the same contributions as General Services and Management employees in 2020.
• Dental Insurance: A $0.25 per month increase to the Employer contribution for Employee single dental insurance coverage at $59.75 per month.

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

• The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
• The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
• The 3.00% wage increase represents the same 3.00% wage adjustment implemented for non-union City employees and all other contracts settled for 2019.
• The 3.00% wage adjustment and health insurance contribution is comparable to other bargaining groups in similar metro cities. A survey of Stanton 5 cities indicates that those cities are providing anywhere from a 2.0 to 3.0 percent increase. The City has a long history of trying to remain as close to the mid-range as possible for Stanton 5 cities, in terms of wages and benefits.
• The 3.00% wage adjustment for 2020 is the City’s and Union's best estimation of what will be the average of such settlements in the metro area. The City is aware of at least three other metro area cities that have settled between 2.75% and 3.00% for 2020.

C. **CRITICAL TIMING ISSUES:**

• In order to allow the City’s accounting personnel to modify payroll records in a timely manner for 2019 wages and benefits, it is recommended that the City Council act on February 11, 2019, to adopt a resolution providing for contract changes, effective January 1, 2019.

D. **FINANCIAL IMPACT:**

• A 3.00% wage increase for contract year 2019 and 3.00% wage increase for contract year 2020.
• An equity adjustment to the top step of the LT1 and LT2 pay grades of a $0.20 per hour increase to the base hourly wage in 2019 and a $0.10 per hour increase to the base hourly wage in 2020.
• An increase to the licensure/certification pyramid pay of $0.10 per hour will result in a potential net financial impact of less than $1,000.
• An increase to clothing/uniforms/boots allowance to $500 per year. The increase has a net financial impact of $1,950.
• An increase to mechanic test series from $0.65 per hour to up-to $0.85 per hour.

E. **LEGAL CONSIDERATION:**

• If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

**ALTERNATIVE RECOMMENDATION(S):**

• Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
• Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

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RESOLUTION NO.

RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49 BARGAINING UNIT FOR YEARS 2019 and 2020

WHEREAS, the City Manager and the International Union of Operating Engineers, Local 49 have reached an understanding concerning conditions of employment for years 2019 and 2020; and

WHEREAS, it would be inappropriate to penalize Local 49 members who have negotiated in good faith; and

WHEREAS, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Labor Agreement between the City of Richfield and International Union of Operating Engineers, Local 49 Bargaining Unit, for years 2019 and 2020 under the provisions of the Labor Agreement to be implemented effective January 1, 2019 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of February 2019.

__________________________________________
Maria Regan Gonzalez, Mayor

ATTEST:

__________________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution establishing a policy for advisory boards and commissions appointment preference.

EXECUTIVE SUMMARY:
Each year the City recruits to fill openings on boards and commissions: we have had many more applicants than openings the past 3 years. This year we had 36 applicants to fill 23 openings. Currently, the City ordinance limits Commissioners to three consecutive terms and they may only serve on one Commission at a time. However, in 1993, the Council approved by resolution a policy that provided, where there are more applicants than openings, preference for reappointments to second terms over new applicants and for new applicants over reappointments to third terms. The resolution was repealed when the ordinance language was cleaned up in 2015. Reinstating the policy by resolution would maintain flexibility in appointments and create a more proactive process to appoint new applicants. By including the policy in recruiting documents, including application forms, it would also create a more transparent recruitment and selection process.

RECOMMENDED ACTION:
By motion: Adopt a resolution establishing a policy for advisory boards and commissions appointment preference.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   ♦ Included in Executive Summary.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   ♦ Included in Executive Summary.
C. CRITICAL TIMING ISSUES:
   ♦ None
D. FINANCIAL IMPACT:
   ♦ None
E. LEGAL CONSIDERATION:
The City Attorney has review the resolution and will be available to answer any questions.

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

**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 ESTABLISHING A POLICY FOR ADVISORY BOARD AND COMMISSIONS APPOINTMENT PREFERENCE

WHEREAS, the City Council has established from time to time Boards and Commissions to serve in an advisory capacity to the City Council; and

WHEREAS, annually there are usually more volunteers to serve on Advisory Boards and Commissions than there are openings to fill; and

WHEREAS, it is the policy of the City Council to seek and involve citizens as a way of adding citizen input in the policy process; and

WHEREAS, Advisory Boards and Commissions are established with a portion of the membership terms to expire each year to afford an opportunity for citizens who have not previously served or may have some break in the continuity of service to be considered for appointment; and

WHEREAS, it is desirable to have some change in the membership from time to time to encourage volunteerism and to facilitate broad community representation.

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

1. That it shall be the policy of the City Council, except as otherwise provided by State Statutes and City Ordinances, where there are more applicants than openings, preferences will generally be for reappointments to second terms over new applicants and for new applicants over reappointments to third terms.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of February, 2019.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the approval of agreements with non-profit organizations to provide social services to the City of Richfield and authorization of the City Manager to execute agreements with those agencies.

EXECUTIVE SUMMARY:
Consistent with prior years, the 2019 City Budget includes funding for organizations that provide social services that are deemed to be of benefit to the City and the community in general. The 2019 Budget includes $70,480 for this purpose.

In December 2018, staff distributed a Request for Proposals for Social Services to non-profit agencies serving the City of Richfield for services to be provided in 2019.

A total of 9 proposals were received from the following agencies:
- Headway Emotional Health (The Storefront Group);
- Cornerstone Advocacy Services;
- The Family Partnership;
- Transportation Resources to Aid Independent Living (TRAIL);
- Volunteers Enlisted to Assist People (VEAP);
- Loaves and Fishes;
- Richfield Family Stability Work Group;
- Senior Community Services; and
- Modulo De Informacion De Recursos Y Apoyo (MIRA)

The proposals represent a wide variety of social services offered to Richfield residents.

The total amount requested for the nine proposals exceeded the City's available funding by $20,820.

Council Member Garcia and two Richfield residents assisted in the review of proposals and subsequent funding recommendations. The review committee's recommendations took into account the type of service(s) to be provided, the target population(s) to be served, and past performance of the social service agency. Of the nine proposals received, one was not recommended for funding: The Family Partnership, because it showed a duplication of services already in place. The following table details the review committee's
recommendations:

<table>
<thead>
<tr>
<th>Organization</th>
<th>2019 Proposal Request</th>
<th>2019 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headway/Storefront</td>
<td>$10,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Cornerstone</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>TRAIL</td>
<td>$4,500</td>
<td>$4,250</td>
</tr>
<tr>
<td>VEAP</td>
<td>$22,800</td>
<td>$21,230</td>
</tr>
<tr>
<td>Loaves and Fishes</td>
<td>$9,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>The Family Partnership</td>
<td>$16,000</td>
<td>$0</td>
</tr>
<tr>
<td>Senior Community Services</td>
<td>$10,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>MIRA</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Richfield Family Stability Work Group</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$91,300</strong></td>
<td><strong>$70,480</strong></td>
</tr>
</tbody>
</table>

A complete overview of all services to be provided by the various organizations is attached.

**RECOMMENDED ACTION:**

By motion: Approve the agreements between the recommended non-profit organizations and the City of Richfield and authorize the City Manager to execute agreements for services with those agencies.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- The City of Richfield has historically allocated funds on an annual basis to social service agencies serving the Richfield community. In 2012, the City was required to make changes to its funding practices due to independent audit findings, resulting in the discontinuation of grant funding to social service type agencies beginning in 2013.
- The City is not authorized to provide grant funding to social service agencies; however, it has been determined that the City can enter into agreements for services with agencies for specific services that are compatible with City activities.
- The 2019 recommendations are based on the following criteria:
  - Demonstrated need of the proposed service for the targeted population.
  - Compatibility with City functions/activities.
  - Partnership and/or assistance with various City services (e.g., public safety).
  - Efforts to serve low-income persons of all races/cultures/ethnicity.
  - Demonstrated value to the community.
  - Past performance.
  - Cost of services and number of persons served.
  - Certified Non-Profit agency.
- The following chart provides a seven-year history of the City of Richfield social service funding to the responding agencies (fields left blank indicate no proposal was made):

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Headway/Storefront</td>
<td>$15,500</td>
<td>$12,000</td>
<td>$10,930</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
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<tr>
<td>Cornerstone</td>
<td>$12,825</td>
<td>$12,000</td>
<td>$10,000</td>
<td>$12,000</td>
<td>$11,000</td>
<td>$12,980</td>
<td>$13,980</td>
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<tr>
<td>People with CAPES/Adv. for Intentional Living</td>
<td>$6,475</td>
<td>$5,000</td>
<td>$3,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comm. Involve. Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>TRAIL</td>
<td>$2,125</td>
<td>$1,550</td>
<td>$1,550</td>
<td>$2,000</td>
<td>$3,000</td>
<td>$3,500</td>
<td>$4,000</td>
</tr>
<tr>
<td>VEAP</td>
<td>$15,500</td>
<td>$15,000</td>
<td>$18,000</td>
<td>$18,000</td>
<td>$16,000</td>
<td>$16,000</td>
<td>$19,250</td>
</tr>
<tr>
<td></td>
<td>$3,900</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$7,480</td>
<td>$6,000</td>
<td>$7,500</td>
<td>$7,500</td>
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</tr>
<tr>
<td>Richfield R.E.A.D.Y.</td>
<td>$2,325</td>
<td></td>
<td>$1,500</td>
<td>$2,000</td>
<td>$1,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Partnership</td>
<td>$11,625</td>
<td>$10,000</td>
<td>$7,000</td>
<td>$6,000</td>
<td>$6,980</td>
<td>$7,000</td>
<td></td>
</tr>
<tr>
<td>Senior Comm. Services</td>
<td></td>
<td>$7,000</td>
<td>$7,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$7,000</td>
<td></td>
</tr>
<tr>
<td>MIRA</td>
<td>$11,625</td>
<td>$9,000</td>
<td>$8,000</td>
<td>$7,000</td>
<td>$3,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$81,900</td>
<td>$76,550</td>
<td>$70,480</td>
<td>$70,480</td>
<td>$70,480</td>
<td>$70,480</td>
<td></td>
</tr>
</tbody>
</table>

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - To partner with other agencies as warranted and practical to assist in the delivery of services to City residents.

C. **CRITICAL TIMING ISSUES:**
   - Services are to be provided in the calendar year 2019.

D. **FINANCIAL IMPACT:**
   - A City Council/Administration 2019 allocation of $70,480 is budgeted for social services. This funding has not been increased since 2014.
   - The amount requested exceeded the City’s available funding by $20,820.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed the agreements.

**ALTERNATIVE RECOMMENDATION(S):**
   - Approve the recommendations with revised allocations.
   - Do not approve the recommendations.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
Representatives of the Social Service Agencies have been invited to attend.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Description of Services</td>
<td>Backup Material</td>
</tr>
<tr>
<td>2019 Social Services RFP</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Agency-Program</td>
<td>Description of Services</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Headway/The Storefront Group – Youth Counseling Program</td>
<td>Provide counseling, case management, psychological testing and support to Richfield youth, adults and families who are exhibiting risk-behaviors or are experiencing life stressors affecting their well-being. A key component of his work is building/strengthening relationships amount family, school and community. All services are strength based, working to enhance family and individual strengths while reducing or eliminating self-defeating behaviors and other barriers to success. Services include Diversion Services to first-time non-violent offenders to reduce involvement in the juvenile justice system and Truancy Intervention services.</td>
</tr>
<tr>
<td>Modulo de Informacion, Recursos y Apoyo (MIRA)</td>
<td>MIRA is committed to provide resource information, assistance and programs to meet the needs of Latino residents and other new immigrants, often in collaboration with other organizations. Beginning in 2017-2018, MIRA commenced a partnership with Richfield Community Education to expand Latino / immigrant outreach and participation in Community Education programs. Many of the classes and activities that MIRA provided independently in the past are now offered as part of the collaboration with Richfield Community Education. Other organizations utilizing MIRA’s community outreach services during the past year include Casa Esperanza (to organize Latino men's groups) and Value of Five / Diversity Into Action Navigator (recruit Latino / immigrant participants in a Value of Five / DIA Navigator Job Fair). In addition to collaborations, MIRA hosts some events independently, including a family Reyes Magos (Three Kings) celebration in January, which is in its 7th year, and Feria de la Madre (Women’s Fair) in the Spring. This proposal focuses on expanding outreach services to Latinos and immigrants in Richfield, in collaboration with the City of Richfield.</td>
</tr>
<tr>
<td>TRAIL (Transportation Resource to Aid Independent Living) – Transportation Services</td>
<td>TRAIL will provide transportation to Richfield adults with developmental disabilities, allowing them to attend customized recreation and leisure programs offered by Adaptive Recreation and Learning Exchange (AR&amp;LE). AR&amp;LE offers recreation, leisure and community education opportunities specifically designed to meet the needs of people with disabilities in the cities of Richfield, Eden Prairie, Edina and Bloomington.</td>
</tr>
<tr>
<td>Cornerstone Advocacy Service – Crisis Intervention</td>
<td>Funding is to support Cornerstone’s full continuum of services. Cornerstone provides comprehensive services for Richfield residents who have experienced domestic violence, sexual violence, human trafficking and general crime.</td>
</tr>
<tr>
<td><strong>Loaves &amp; Fishes – meals, referrals, and advocacy services</strong></td>
<td>Serves nutritious meals to the hungry in the areas that need it most. The ultimate goal is to provide nourishment through food and community. Loaves and Fishes operate two dining sites, two summer sites for children when school is not in session, and a produce garden in Richfield: Hope Church (7132 Portland Avenue) and Woodlake Lutheran Church (7525 Oliver Avenue; the garden site is located at Woodlake Lutheran Church as well). The Summer Food Service Program is served at Hope Presbyterian Church and Woodlake Lutheran Church when school is not in session to children who qualify for free or reduced-cost school lunches.</td>
</tr>
<tr>
<td><strong>Senior Community Services</strong></td>
<td>Senior Outreach provides service/case management and supportive counseling to frail older adults and their caregivers to help senior remain as independent as possible and to assist caregivers in providing care while maintaining balance in their lives.</td>
</tr>
<tr>
<td><strong>VEAP (Volunteers Enlisted to Assist People)</strong></td>
<td>VEAP’s Social Services program’s primary goal is to create a path to stability for low-income individuals, seniors, youth, and families in the City of Richfield. The program strives to do this by providing food, financial, and supportive services that increase access to healthy food and stable housing, minimize or prevent crisis situations, and increase client resourcefulness.</td>
</tr>
</tbody>
</table>
| **Richfield Family Stability Workgroup** | The Family Stability Work Group is a work group created by the now defunct Richfield Community Council. The Family Stability Work Group has been in existence for over 20 years and annually we facilitate 2 – 3 Service Provider Luncheons. The Service Providers we target all work with Richfield residents, but we open the luncheons to any service provider and find our attendance normally comprised of Bloomington, Edina, Richfield and South Minneapolis service providers. These meetings are informative in nature ranging from affordable housing to legislature updates to help the provider’s better serve the needs of the community and its residents.

In 2019, the Family Stability Work Group will facilitate a 6 hour workshop entitled Bridges Out of Poverty. This workshop is a comprehensive approach to understanding poverty. Bridges Out of Poverty uses the lens of economic class and provides concrete tools and strategies for a community to alleviate poverty. Participants will review poverty research, examine a theory of change, and analyze poverty through the prism of the hidden rules of class, resources, family structure and language.

This training assists employers, community organizations, policy makers, social service agencies, and individuals gain insight and strategies. This workshop will be open to any service providers as well as interested citizens. |
CITY OF RICHFIELD
REQUEST FOR PROPOSALS FOR
SOCIAL SERVICES
2019

The City of Richfield is seeking proposals for social services from non-profit agencies serving the City of Richfield. Funding parameters and priority goals for the purpose of making the best use of funds are as follows:

Funding Parameters

• Any non-profit organization is eligible to apply.
• Projects must serve Richfield residents.
• Services must be compatible with City functions and activities.

Priority Goals

Projects must address at least one of the following areas:

• Services for vulnerable senior residents.
• Services for individuals, families, teens and/or children at risk.
• Housing support services for low-income persons and persons at risk.

Award Criteria

Proposals must meet one or more of the following criteria:

• Demonstrated need of the proposed service for the targeted population.
• Compatibility with City functions/activities.
• Partnership and/or assistance with various City services (i.e., public safety).
• Efforts to serve low-income persons of all races/cultures/ethnicities.
• Demonstrated value to the community.
• Certified Non-Profit agency.

Proposal's must be submitted by 4:30 p.m. December 28, 2018

LATE PROPOSALS WILL NOT BE ACCEPTED
Proposals must be submitted by 4:30 p.m. December 28, 2018

LATE PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL SUBMISSION INSTRUCTIONS

The information requested in the attached Request for Proposals must be addressed in your proposal.

Submit 1 electronic copy of your agency’s proposal by 4:30 p.m. December 28, 2018 (LATE PROPOSALS WILL NOT BE ACCEPTED) to:

Lynnette Chambers
City of Richfield
6700 Portland Avenue
Richfield, MN 55423
lchambers@richfieldmn.gov

Applicants may be asked to respond in writing to additional questions. The Richfield City Council will tentatively award contracts for services in February 2019.

Agencies awarded contracts will be required to sign a service agreement for calendar year 2019 and submit semi-annual reports on service outcomes.

Please contact Lynnette Chambers at 612-861-9773 or lchambers@richfieldmn.gov with any questions.
CITY OF RICHFIELD

2019 REQUEST FOR PROPOSALS FOR SOCIAL SERVICE ASSISTANCE

Proposals for social services must include the following:

PROPOSAL HEADING
1. Agency name, address, contact person, and phone/fax/email
2. Amount of request
3. Brief description of service(s) provided
4. Identify priority area(s) you are addressing:
   a) Services for vulnerable senior residents
   b) Services for individuals, families, teens and/or children at risk
   c) Housing support services for low-income persons and persons at risk
   d) Other: Please Specify
5. Explain how the services you are proposing to provide will benefit the City of
   Richfield.
6. Explain any formal or informal partnership you have with the City of Richfield (i.e.,
   assisting Public Safety through the services you provide, etc.)

ADMINISTRATION
1. Provide a mission statement for your agency.
2. Provide verification of your organization’s non-profit legal status.
3. Indicate your total agency budget for 2019.
4. Indicate your proposed project budget for 2019. Itemize proposed expenses and
   describe as applicable. Indicate both proposed City funds and other funds to
   support the project.

PROGRAM
1. Describe service to be funded, including:
   a) Brief statement detailing the service and how it is provided
   b) Target population(s); estimated number of unduplicated individuals you plan to
      serve residing in the City of Richfield
   c) Eligibility criteria and process
   d) How clients are involved in the planning process for service
   e) Desired client outcomes and methods of evaluating and measuring client
      progress (use attached “Proposed Outcome/Evaluation Methods” form)
3. Demonstrate the need for the proposed service.
4. Describe outreach efforts to target populations, including immigrant and low-income
   individuals.

Please contact Lynnette Chambers at 612-861-9773 or
lchambers@richfieldmn.gov with any questions.

Proposals must be submitted by 4:30 p.m. December 28, 2018

LATE PROPOSALS WILL NOT BE ACCEPTED
<table>
<thead>
<tr>
<th>Outcomes: State 3 to 5 measurable outcomes of proposed service(s) – relate outcomes to client progress</th>
<th>Indicators: Describe methods of evaluating proposed outcomes – how you will measure client progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcomes indicate what result, benefit, or change would come from the service provided. Outcomes can be: 1) <em>initial</em>, such as increased knowledge, understanding, or skills; 2) <em>intermediate</em>, such as change in a specific behavior or attitude; or 3) <em>long term</em>, such as a change in the condition or status of people.</td>
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</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the adoption of a resolution authorizing a stipulated award of commissioners for the acquisition of the Motel 6 Property as required for the construction of the 77th Street/Richfield Parkway project.

EXECUTIVE SUMMARY:
Based on Council actions at the September 11, 2018, Council Meeting, the City made a deposit on January 22, 2019, for the $4,600,000 appraised value of the Motel 6 property with the District Court. A closed session will be held February 11, 2019, to consider a counter offer by the property owner. If accepted, this resolution authorizes staff to direct final payment and complete property acquisition per the terms of the offer.

RECOMMENDED ACTION:
By motion: Adopt a resolution authorizing a stipulated award of commissioners for the acquisition of the Motel 6 Property as required for the construction of the 77th Street/Richfield Parkway project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The Council passed a resolution on September 11, 2018, to pursue the acquisition of private property for the 77th Street Underpass Project including the use of eminent domain as necessary.
   - Hennepin County District Court granted the City’s petition in condemnation on January 22, 2019, and filed an order awarding the City with title and the right to possession to the Motel 6 property following the deposit of its $4,600,000 appraised value.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Minnesota Statutes, Section 13D.05, Subd. 3(b)

C. CRITICAL TIMING ISSUES:
   - Right-of-way acquisition must be complete before the project can move into construction.

D. FINANCIAL IMPACT:
   - Closed session discussion will include financial impact of right-of-way acquisition.

E. LEGAL CONSIDERATION:
The City Attorney and the attorney representing the City in the property acquisition process will be present for questions.

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
</table>