REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 10, 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: (1) City Council Work Session of August 13, 2019; (2) Regular City Council meeting of August 13, 2019; (3) Concurrent City Council and HRA Work Session of August 19, 2019; (4) Special City Council Meeting of August 21, 2019. (5) Special City Council Meeting of August 27, 2019; and (6) City Council Work Session of August 27, 2019.

PRESENTATIONS

1. Proclamation declaring September 8-14, 2019, as direct support professionals recognition week in the City of Richfield.

2. Proclamation declaring September 16-22, 2019 as Girl Scout Spirit week in the City of Richfield.

3. Proclamation declaring September 8, 2019 as Women’s Suffrage Ratification Centennial Day in the City of Richfield.

COUNCIL DISCUSSION

4. Hats Off to Hometown Hits

AGENDA APPROVAL

5. Approval of the Agenda

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

A. Consider approval of a Construction and Maintenance Agreement with Richfield Properties, LLC (Audi Richfield), that defines ownership and maintenance responsibilities for certain features constructed at 1401
E. 77th Street in the City of Richfield.

Staff Report No.99

B. Consider approval of a request for the temporary expansion of the licensed premises for Davanni's, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 15, 2019, in conjunction with Richfield’s Open Streets at Penn Fest event.

Staff Report No.100

C. Consider the approval of the bid tabulation and award a contract to Michels Corporation for the 2019 Watermain Rehabilitation Project in the amount of $1,775,349.40 and authorize the City Manager to approve contract changes under $175,000 without further City Council consideration.

Staff Report No.101

D. Consider approval of the adoption of a resolution authorizing Amendment #1 to the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (MnDOT) for the purchase/storage of salt through June 30, 2022. (MnDOT Contract No. 1030429) related to a 26% increase in salt costs for 2020.

Staff Report No.102

E. Consider approval of the 2019-2020 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

Staff Report No.103

F. Consider approval of the amended rental agreement between the City of Richfield and the Minnesota Magicians for use of a locker room, ice time for practices and games, concessions, and alcohol sales.

Staff Report No.104

G. Consider approval of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

Staff Report No.104

H. Consider approval of a resolution supporting a joint application with the City of Bloomington to the Congress for New Urbanism's 2020 Congress Legacy Project for the area surrounding the Portland Avenue and I-494 interchange.

Staff Report No. 105

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

RESOLUTIONS


Staff Report No.106

CITY MANAGER’S REPORT

9. City Manager's Report

CLAIMS AND PAYROLLS

10. 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.

11. 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 6:00 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Kris Weiby, Facilities Manager; Bob Baltgalvis, Recreation Supervisor – Facilities; Chris Regis, Finance Director; Neil Ruhland, Communication and Engagement Manager; and Kari Sinning, Deputy City Clerk.

<table>
<thead>
<tr>
<th>Item #1</th>
<th>RICHFIELD ICE ARENA REFRIGERATION PROJECT INFORMATION AND STAFF RECOMMENDATIONS</th>
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City Manager Rodriguez introduced Recreation Services Director Markle.

Recreation Services Director Markle gave brief introduction of how the ice arena is currently being used and introduced Kris Weiby, Facilities Manager to the Council.

Facilities Manager Weiby presented a history of the ice rinks and the organizations that use the rinks. The Minnesota Magicians, a Tier II junior ice hockey team, is sponsored by many Richfield businesses and promotes the economic growth here in Richfield. The hope is to diversify the facilities use with the project by holding dry events, such as vendor fairs, soccer events, and tournaments.

Council Member Garcia asked about the ban of R-22 Refrigeration and if it costs more. Recreation Services Director Markle stated that the EPA has banned R-22 Refrigeration and Facilities Manager Weiby stated that we would save money on the conversion.

Council Member Trautmann asked about stock piling and the resale of R-22. Facilities Manager Weiby shared that we can’t really stock pile it because of the cost and the resale price of R-22 is depreciated if used. Council Member Trautmann hopes that this will make Richfield a destination city.

Council Member Whalen asked about the turnaround time between ice arena events and dry use events. Recreation Supervisor Baltgalvis stated that it could take as long as a week but could be around three days if needed. He also stated that the facilities could continually be dry floor during the months of April to October. Council Member Whalen also asked about the loss of revenue during construction which Facilities Manager Weiby stated that it could be about $450,000.

Facilities Manager Weiby stated that this would save the City $5000 per year in maintenance costs. Recreation Services Director Markle went over the projected costs and how the project could be funded. Finance Director Regis shared a history of the golf course funds and how the funds could be best used for this project. Council Member Trautmann asked about any County level grants of
which Recreation Services Manager Markle stated that they could apply for them but it’s based upon the urgency of the project.

Council Member Supple thanked Staff for the information and understands why there is a need for the project.

Mayor Regan Gonzalez asked if there will be any community feedback. Recreation Services Director Markle stated that there will be open houses and tours available to answer any questions that residents may have about the project and stated that the project will be up for Council consideration in an October meeting.

City Manager Rodriguez stated that seeking feedback from the community is important and it will be clear to the residents on how this will open the door for new opportunities for growth within the City.

Council Member Trautmann applauded the commitment and passion that Staff has for the project and it will help make this a great addition for our residents.

**ADJOURNMENT**

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

Date Approved: September 10, 2019

______________________________

Maria Regan Gonzalez
Mayor

______________________________

Kari Sinning
Deputy City Clerk

______________________________

Katie Rodriguez
City Manager
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; Mary Supple; Edwina Garcia; Simon Trautmann; and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; John Stark, Community Development Director; Melissa Poehlman, Planning & Redevelopment Manager/Assistant Community Development Director; and Kari Sinning, Deputy City Clerk.

Ronald Bergland spoke about the safety of the roundabout at 66th and Lyndale.

Mayor Regan Gonzalez led the Pledge of Allegiance.

M/Garcia, S/Whalen to approve the minutes of the: (1) City Council Work Session of July 23, 2019; (2) Regular City Council meeting of July 23, 2019; and (3) City Council Work Session of July 30, 2019.

Motion carried 5-0.

Council Member Supple introduced Christina Gonzalez and Bridge Mckye from the Richfield Health Resource Center.

Christina Gonzalez and Bridge Mckye gave a presentation of the services and resources that the Richfield Health Resource Center provides.
Council Member Garcia asked about the donations and partnerships that they have. Christina Gonzalez shared that they are fully funded.

Council Member Whalen asked how many staff are available of which the presenters stated that it varies upon the day.

Council Member Supple thanked them for their presentation and appreciated that as a middle school teacher she can provide the students and parents with this resource.

Mayor Regan Gonzalez asked if there are any trends or issues of concern and if there are any goals on how to support this resource. Christina Gonzalez shared that this is the newest center and it is the most utilized. She also stated that adults can use the resource as well and the promotion of the center to those that aren’t in the public school system. Mayor Regan Gonzalez thanked them for their leadership and that Richfield is very fortunate to have this resource.

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<th>Item #2</th>
<th>COUNCIL DISCUSSION</th>
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<td>• Hats Off to Hometown Hits</td>
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Council Member Trautmann commented on the participation of community during Night to Unite and thanked Bob England who used it as an opportunity to engage with his neighbors on an environmental impact. He also appreciated our Police and Fire Departments for their support of the event.

Council Member Garcia appreciates Night to Unite which is the best opportunity to hear from the community in a comfortable setting and that the City Manager and Chief of Police participated in the event. She also reminded residents to patronize the farmer’s market.

Council Member Supple also extended a thank you to those that involved in Night to Unite. She stated that the most spoken about issue during Night to Unite was stopping for pedestrians in the crosswalks. She also shared that the water meter replacement was very easy and gave kudos to the Public Works Department.

Council Member Whalen said “ditto” to all that was stated about Night to Unite. He promoted the joint Richfield Public Schools and City calendar. He shared that the Back to School Event will be held at the Bandshell on August 15, the Experience Adventure event at Taft Park on August 17 and 18, and a block party at House of Prayer from 3-6 pm on August 25.

Mayor Regan Gonzalez thanked Ronald Bergland for speaking about the roundabouts and would really like to prioritize an educational awareness for pedestrians, bicyclists and motorists alike. Mayor Regan Gonzalez promoted the Partnership Academy ribbon cutting will occur on August 23. Mayor Regan Gonzalez really appreciated Night to Unite and building community relationships to help protect one another, learn about each other, and reduce the fear of the unknown.

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<th>Item #3</th>
<th>APPROVAL OF THE AGENDA</th>
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M/Trautmann, S/Supple to approve the agenda.

Motion carried 5-0.
Item #4 | CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar.

A. Consideration of the reappointment, the firm of BerganKDV as the City's auditor for the financial reporting fiscal years 2019 and 2020, and to authorize the City Manager and Mayor to execute an agreement for such services. (Staff Report No. 93)

B. Consideration of the adoption of a resolution authorizing the purchase of three temporary construction easements and three permanent right-of-way easements at 6600 Lyndale Ave S, 6701 Lyndale Ave S and 6801 Lyndale Ave S as related to the Lyndale Ave Reconstruction Project. (Staff Report No. 94)

RESOLUTION NO. 11639
AUTHORIZING THE CITY OF RICHFIELD TO MAKE PAYMENTS FOR THE PURCHASE OF TEMPORARY CONSTRUCTION AND PERMANENT RIGHT-OF-WAY EASEMENTS AT 6600 LYNDALE AVE S., 6701 LYNDALE AVE S. AND 6801 LYNDALE AVE S. AS PART OF THE LYNDALE AVENUE RECONSTRUCTION PROJECT

C. Consideration of transfer of funds to close out a certain capital project fund. (Staff Report No. 95)

D. Consideration of the approval of the purchase of a truck chassis from Nuss Truck and Equipment for $106,953 and dump box/snow fighting equipment from Towmaster, Inc. for $104,668, totaling $211,621 plus taxes and licensing in 2020 for use by the Public Works Department. (Staff Report No. 96)

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

Motion carried 5-0.

Item #5 | CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR

None.

Item #6 | CONSIDERATION OF THE ADOPTION OF RESOLUTIONS TO APPROVE CONDITIONAL USE PERMITS TO ALLOW SMALL WIRELESS FACILITIES AT MULTIPLE LOCATIONS THROUGHOUT THE CITY. (STAFF REPORT NO. 97)

Mayor Regan Gonzalez presented Staff Report No. 97.

Assistant Community Development Director Poehlman stated the health impacts of the installations were a major concern at the Planning Commission meeting of July 22. The FCC and Legislature have determined safe levels of radiofrequency emissions for the general public and the City cannot impose more stringent requirements than the federal government. The applicant has provided studies that show they are within the limits given by the FCC.

Mayor Regan Gonzalez allowed for public comment of which Kathleen Balaban spoke about the effects of electromagnetic frequencies.
Council Member Garcia asked about the relationship between the City and the company. Assistant Community Development Director Poehlman stated that the companies apply for these locations and we have a good working relationship with them.

Council Member Trautmann asked City Attorney Mary Tietjen about the State Law that requires cities to comply with 5G and data gaps requests and if more studies prove the health impacts of the facilities in the future would there be resources or tools to help us. City Attorney Mary Tietjen stated that the State gave the users the right to be in the right-of-way which forces Cities to comply with their applications.

Council Member Supple asked about notifications of the new facilities to the neighbors. Assistant Community Development Director Poehlman stated that the facilities placed into residentially zoned areas were notified if they are within 350 feet but commercial and mixed use zoning were not notified because they are already permitted by right. Council Member Supple urged those that received notifications to view tonight’s agenda which had a lot of important information on the pattern of dispersal. Assistant Community Development Director Poehlman stated that one home with a tree that is very close to the transmitter will be notified by certified letter so that they will be aware of it.

Council Member Whalen clarified that creating a buffer zone for those with electromagnetic hypersensitivity is not possible; the World Health Organization has not stated it as a medical diagnosis. Council Member Whalen also clarified that there wouldn’t be multiple on the same pole or even along the same block. Council Member Whalen asked about the signage that AT&T could provide and spokeswoman from AT&T stated that they have signage that does state about the radiofrequency emissions that are up high for those that may be working on the sites. Council Member Whalen asked if there are any at ground level but the spokeswoman stated that it’s more for the crews that will be around the frequencies.

Council Member Garcia thanked staff for their work on the report.

Mayor Regan Gonzalez appreciated the discussion at the Planning Commission public hearing and asked Staff if they did further studies on electromagnetic hypersensitivity of which Assistant Community Development Director Poehlman stated that the two clarifications that Council Member Whalen gave were the further studies. Mayor Regan Gonzalez stated her frustrations that we have to open up our right-of-way to these companies and not knowing the individual health concerns. Mayor Regan Gonzalez urged residents to get involved the legislative process for further studies.

M/Trautmann, S/Garcia to approve the resolutions to approve conditional use permits to allow small wireless facilities at multiple locations throughout the City.

RESOLUTION NO. 11640
APPROVING A CONDITIONAL USE PERMIT TO
ALLOW A SMALL WIRELESS FACILITY IN THE
RIGHT-OF-WAY ADJACENT TO 7444 UPTON AVENUE

RESOLUTION NO. 11641
APPROVING A CONDITIONAL USE PERMIT TO
ALLOW A SMALL WIRELESS FACILITY IN THE
RIGHT-OF-WAY ADJACENT TO 6645 THOMAS AVENUE

RESOLUTION NO. 11642
APPROVING A CONDITIONAL USE PERMIT TO
ALLOW A SMALL WIRELESS FACILITY IN THE
RIGHT-OF-WAY ADJACENT TO 6845 THOMAS AVENUE
RESOLUTION NO. 11643
APPROVING A CONDITIONAL USE PERMIT TO ALLOW A SMALL WIRELESS FACILITY IN THE RIGHT-OF-WAY ADJACENT TO 7044 HARRIET AVENUE

RESOLUTION NO. 11644
APPROVING A CONDITIONAL USE PERMIT TO ALLOW A SMALL WIRELESS FACILITY IN THE RIGHT-OF-WAY ADJACENT TO 7100 JAMES AVENUE

RESOLUTION NO. 11645
APPROVING A CONDITIONAL USE PERMIT TO ALLOW A SMALL WIRELESS FACILITY IN THE RIGHT-OF-WAY ADJACENT TO 7400 NICOLLET AVENUE

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #7</th>
<th>CONSIDERATION OF THE ADOPTION OF A RESOLUTION APPOINTING A REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE RICHFIELD TOURISM PROMOTION BOARD (STAFF REPORT NO. 98)</th>
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Council Member Whalen presented Staff Report No. 98.

City Manager Rodriguez stated the update of the agreement will be brought before the City Council in a work session on September 10.

M/Whalen, S/Supple to adopt the resolution appointing Lisa Rudolph to the Board of Directors of the Richfield Tourism Promotion Board, Inc.

RESOLUTION NO. 11646
APPOINTING AT-LARGE CITIZEN DIRECTOR TO THE BOARD OF DIRECTORS OF THE RICHFIELD TOURISM PROMOTION BOARD, INC.

Council Member Garcia looks forward to the work session with the Richfield Tourism and Promotion Board.

Council Member Whalen asked about the process for the recruitment. City Manager Rodriguez gave a brief overview of how other cities have their tourism boards of which she stated that more information will be presented at the September 10 Work Session. Council Member Whalen approves of citizen appointment of Lisa Rudolph as she is the chair of the Community Services Commission and creates the tie between recreation and tourism.

Council Member Trautmann opposes the process but is excited about the outcome; thinks that Lisa Rudolph is great for the board; and looks forward to the discussion on September 10.

Mayor Regan Gonzalez is also looking forward to the Work Session on September 10.

Motion carried 5-0.
Council Meeting Minutes -6- August 13, 2019

Item #8 CITY MANAGER’S REPORT

City Manager Rodriguez stated that Staff is actively working on greater education including some pop-up events on roundabout education. City Manager Rodriguez extended a thank you the Police Department and to those that helped with Night to Unite especially Jill Mecklenberg who organized all of it and stated that it was an honor to get out and talk with residents.

Item #9 CLAIMS AND PAYROLLS

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

<table>
<thead>
<tr>
<th>U.S. Bank</th>
<th>8/13/19</th>
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<tbody>
<tr>
<td>A/P Checks: 279529 - 280045</td>
<td>$ 3,417,160.06</td>
</tr>
<tr>
<td>Payroll: 147331 - 148110</td>
<td>1,430,415.57</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 4,847,575.63</td>
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Motion carried 5-0.

OPEN FORUM

None.

Item #10 ADJOURNMENT

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

Date Approved: September 10, 2019

__________________________________________
Maria Regan Gonzalez
Mayor

__________________________________________
Kari Sinning
Deputy City Clerk

__________________________________________
Katie Rodriguez
City Manager
CALL TO ORDER

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

ATTENDANCE

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Edwina Garcia; Ben Whalen

Council Members Absent: Simon Trautmann

HRA Members Present: Mary Supple, Chair; Maria Regan Gonzalez; Pat Elliott; Erin Vrieze Daniels

HRA Members Absent: Sue Sandahl

Staff Present: John Stark, Director of Community Development/HRA Executive Director; Katie Rodriguez, City Manager; Julie Urban, Housing Manager; Neil Ruhland, Communications and Engagement Manager

ITEM #1 CONSIDERATION OF RENTAL HOUSING WORK PLAN AND PRIORITIES

Housing Manager Urban reviewed the strategies and tools the City has accomplished in the past two years to strengthen the City’s rental housing. She described the items currently being worked on and presented a list of items that policymakers may choose to focus on moving forward.

Community Development Director/HRA Executive Director Stark presented some statistics on the affordability distribution of rental housing in the community compared to similar communities. He pointed out that the City’s share of rental housing is primarily affordable between 30 and 80% of the area median income and that less is available at the higher and lower ends of the income spectrum. Policymakers discussed the need for more current data to see how new and planned construction as well as the increased housing market prices impacted the data.

Councilmember Whalen stated that he didn’t see the value in providing resources for housing at the higher end and said that instead he thinks we should focus our resources on housing at the lower end.
Housing Manager Urban presented information on the potential use of the 4d tax classification to provide tax breaks to apartment owners in exchange for preserving and/or improving naturally occurring affordable housing.

Policymakers agreed that the 4d programs being used by other cities are not a good fit for Richfield and encouraged staff to explore how the tax break might be used to encourage deeper affordability and more improvements.

Housing Manager Urban presented information on the City’s Inclusionary Housing policy and potential revisions suggested by Councilmember Whalen.

Policymakers discussed how changing from a policy to an ordinance might impact development, the need for public assistance, the amount of an in lieu fee, accessible units, and creativity through a planned unit development.

Staff was directed to prioritize creating community among residents and offering tenant supports, adding a point of sale inspection for rental housing, revising the Inclusionary Housing policy, and exploring the use of 4d to encourage greater affordability and investment in rental housing.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:55 p.m.

Date Approved: September 10, 2019

Maria Regan Gonzalez
Mayor

Julie Urban
Housing Manager

Katie Rodriguez
City Manager
CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 4:00 p.m. in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager

ITEM #1 SPECIAL MEETING ITEMS
- Special City Council Closed Executive Session in the Bartholomew Room regarding the City Manager’s 6-month performance evaluation.
- Reconvene the Special City Council Meeting in the Council Chambers.

Mayor Regan Gonzalez and the City Council Members moved into a closed executive session in the Bartholomew Room where discussion of the City Manager’s performance was conducted.

The Special City Council Meeting was reconvened in the Council Chambers.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:26 p.m.

Date Approved: September 10, 2019

Maria Regan Gonzalez
Mayor

Kari Sinning
Deputy City Clerk

Katie Rodriguez
City Manager
CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:00 p.m. in the Council Chambers.

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

Staff Present: Katie Rodriguez, City Manager and Blanca Martinez Gavina, Executive Analyst.

ITEM #1 SPECIAL MEETING ITEMS

- Proclamation declaring September 2019 as Roundabout Education, Awareness and Safety Month in the City of Richfield.
- Summary of City Manager’s 6-month evaluation that was held on August 21, 2019.

Mayor Regan Gonzalez read aloud the proclamation declaring September 2019 as Roundabout Education, Awareness and Safety Month in the City of Richfield.

Council Members expressed their support of the Proclamation.

Mayor Regan Gonzalez thanked the residents for their concerns on the use of the roundabouts and they will continue the awareness education throughout the City and not just in the month of September.

Mayor Regan Gonzalez gave a brief summary of the City Manager’s 6-month review.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 5:11 p.m.

Date Approved: September 10, 2019

Maria Regan Gonzalez
Mayor

Kari Sinning
Deputy City Clerk

Katie Rodriguez
City Manager
CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

City Council Work Session
August 27, 2019

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 5:15 p.m. in the Bartholomew Room.

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

Staff Present: Katie Rodriguez, City Manager; Chris Regis, Finance Director; Pam Dmytrenko, Assistant City Manager/Administrative Services Director; Wayne Kewitsch, Fire Chief; Amy Markle, Recreation Services Director; Bill Fillmore, Liquor Operations Director; Jay Henthorne, Chief of Police/Public Safety Director; John Stark, Community Development Director; Kristin Asher, Public Works Director; Neil Ruhland, Communication and Engagement Manager; and Blanca Martinez Gavina, Executive Analyst.

Item #1

PRESENTATION OF THE 2019 REVISED/2020 PROPOSED BUDGET AND TAX LEVY.

Mayor Regan Gonzalez introduced City Manager Rodriguez who stated that the Council will be asked to approve the 2019 Revised and 2020 Proposed Budget and Preliminary Tax Levy at the September 10 Council Meeting and tonight is to ask any questions. City Manager Rodriguez then introduced Finance Director Chris Regis.

Finance Director Regis gave an overview of the 2019 Revised and 2020 Proposed Budget and Preliminary Tax Levy.

Each department gave a presentation on their proposed budgets and highlights.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:18 p.m.

Date Approved: September 10, 2019

Maria Regan Gonzalez
Mayor

Kari Sinning
Deputy City Clerk

Katie Rodriguez
City Manager
Proclamation of the City of Richfield

WHEREAS, Direct support professionals (DSP) are the primary providers of publicly-funded, long-term support services for millions of individuals with disabilities; and

WHEREAS, Direct support professionals must build close, respectful, and trusted relationships with individuals with disabilities because they assist them with their most intimate needs; and

WHEREAS, Direct support professionals provide essential support that helps individuals with disabilities stay connected to family, friends, and the community, while defining and living their best lives; and

WHEREAS, Direct support professionals provide a broad range of individualized supports, including meal preparation, medication assistance, bathing, dressing, mobility, and other daily tasks; and

WHEREAS, An adequate workforce of high quality direct support professional is necessary for the state to meet obligations to people with disabilities and minimize more costly settings such as hospitalization or institutional care; and

WHEREAS, Direct support professional is one of the fastest growing positions in America in terms of demand, and yet low wages and demographic trends are creating a growing shortage of direct support professionals, leading to burnout and increased turnover; and

WHEREAS, Public officials have a key role to play in building awareness around, advocating for, and addressing the issues facing this publicly funded workforce; and

NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim the week of September 8-14, as:

DIRECT SUPPORT PROFESSIONALS WEEK
IN THE CITY OF RICHFIELD

PROCLAIMED this 10th day of September, 2019.

Maria Regan Gonzalez, Mayor
Proclamation of the City of Richfield

WHEREAS, since 1912, Girl Scouting has fueled the leadership pipeline in our communities by preparing and inspiring millions of girls and women to be active leaders with the highest ideals of character, conduct, and patriotism; and

WHEREAS, throughout its long and distinguished history, Girl Scouts has been the preeminent leadership development organization for girls, where they can unleash their potential to be the leaders our world needs both now and in the future; and

WHEREAS, Girl Scouts’ expertise and timeless programming offers every girl a chance to practice a lifetime of leadership in a girl-led, girl-focused, and all-girl environment; and

WHEREAS, through Girl Scouting, girls gain courage, confidence and character to make their local communities and the world a better place; and

WHEREAS, girls get exposure to new experiences in Science, Technology, Engineering, and Math (STEM), the outdoors, and entrepreneurship through Girl Scout’s unique programs; and

WHEREAS, 28,000 local Girl Scouts members and 9,000 volunteers will be celebrating 107 years of this American tradition and its contributions to the community;

NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim the week of September 16-22, 2019, as:

GIRL SCOUT SPIRIT WEEK
IN THE CITY OF RICHFIELD

And applaud the commitment Girl Scouting has made to America’s girls.

PROCLAIMED this 10th Day of September, 2019

Maria Regan Gonzalez, Mayor
Proclamation of the City of Richfield

WHEREAS, On January 10th, 1918, a Constitutional Amendment allowing women’s suffrage was passed by the United States House; and

WHEREAS, On June 4th, 1919, the United States Senate passed the Nineteenth Amendment and sent it out to the states for ratification; and

WHEREAS, On September 8, 1919, Minnesota ratified the 19th Amendment to the United States Constitution, which would grant national suffrage to women; and

WHEREAS, Minnesota’s ratification, as the 15th State, paved the way for other states to ratify the 19th Amendment; and

WHEREAS, September 8th 2019 marks the 100th anniversary of Minnesota’s ratification of the 19th Amendment; and

WHEREAS, communities across the state are celebrating the 19th Amendment and the date of Minnesota’s ratification; and

NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim the day of September 8, 2019, as:

WOMEN’S SUFFRAGE RATIFICATION CENTENNIAL DAY
IN THE CITY OF RICHFIELD

AND, encourage residents to commemorate September 8, 2019, as the centennial of Minnesota’s ratification of the 19th Amendment, and engage and participate in Suffrage Centennial programs and activities in honor of the largest single day expansion of voting rights in our Nation.

PROCLAIMED this 10th day of September, 2019.

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Maria Regan Gonzalez, Mayor
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a Construction and Maintenance Agreement with Richfield Properties, LLC (Audi Richfield), that defines ownership and maintenance responsibilities for certain features constructed at 1401 E. 77th Street in the City of Richfield.

EXECUTIVE SUMMARY:
The properties at 1401 E. 77th Street were redeveloped beginning in 2016 to construct an Audi car dealership. The construction included site improvements on both public and private property. The City has worked with the owner/tenant/developer to draft a Construction and Maintenance Agreement that defines ownership and maintenance responsibilities for the site and boulevard improvements constructed during the redevelopment project. These improvements and responsibilities are listed in Exhibit C attached and include:

- Sidewalk & Sidewalk Snow Removal
- Landscaping and Irrigation
- Boulevard Trees
- Street and Sidewalk Lighting
- Public Utilities within Easements
- Stormwater Control Devices
- Plaza and Fountain

RECOMMENDED ACTION:
By motion: Approve the Construction and Maintenance Agreement with Richfield Properties, LLC (Audi Richfield), that defines ownership and maintenance responsibilities for certain features constructed at 1401 E. 77th Street in the City of Richfield.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- The City required the redevelopment to provide stormwater quality treatment before stormwater enters the City system. The onsite treatment structures will help remove pollutants and particles before the water enters the public system. In order for the treatment structure to function as designed, it must be inspected and cleaned regularly.
- Drainage improvements were also constructed on the site and include an underground stormwater detention system and outlet control structures which temporarily store stormwater on the property
before delivering it to the public system. In order for the retention system to function as designed, it must be inspected and routinely maintained.

- The agreement sets forth the basis for the inspection, repair, replacement and maintenance of the treatment structure, detention system, and the public improvements in addition to the remedies for the failure to comply with the provisions of this agreement.

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

- The City requires a Construction and Maintenance agreement for redevelopment projects containing boulevard improvements and/or stormwater treatment structures.

C. CRITICAL TIMING ISSUES:

- It is in the City's best interest to have this agreement executed as soon as possible.

D. FINANCIAL IMPACT:

- The agreement requires the property owner to cover all costs related to inspection and maintenance of the stormwater system.
- The agreement requires the property owner to reimburse the City for any costs incurred in performing activities identified as the responsibility of the property owner.
- Financial responsibilities of other items vary per the agreement and are laid out in Exhibit C.

E. LEGAL CONSIDERATION:

- The City Attorney was consulted during the negotiations of terms and has reviewed the agreement.

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>Audi Richfield Maintenance Agreement</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
CONSTRUCTION AND MAINTENANCE AGREEMENT

This agreement, made and entered into as of the 10th day of September, 2019 by and between Richfield Properties, LLC, an Illinois limited liability company ("Owner") and the City of Richfield, Minnesota, a Minnesota municipal corporation ("City").

Recitals

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

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

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

D. The drainage improvements on the Property also include an underground storm water detention system and outlet control structures ("Detention System") which temporarily stores storm water on the Property before delivering it to the Public
System. The Detention System must be inspected and maintained routinely in order to function as designed.

E. In conjunction with the construction of the Site Improvements, certain improvements and betterments ("Public Area Improvements") are to be constructed on portions of the City right-of-way and public easements abutting the Property (collectively, the "Public Areas"). The Public Area Improvements are described and located on the site plan attached as Exhibit B.

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

Agreement

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

Attn: ____________________________

Owner: Richfield Properties, LLC
2400 S. 108th Street
West Allis, WI 53227

Attn: Ralph J. Gesualdo, Manager

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

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

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

l. Counterpart Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.
CITY:

CITY OF RICHFIELD,
A municipal corporation

By: ________________________

Its Mayor

By: ________________________

Its City Manager

STATE OF MINNESOTA  )
     ) SS.
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this ___ day of ________,
2019, by ____________, the Mayor of the City of Richfield, a Minnesota municipal
corporation, on behalf of the municipal corporation.

______________________
Notary Public

STATE OF MINNESOTA  )
     ) SS.
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this ___ day of ________,
2019, by ____________, the City Manager of the City of Richfield, a Minnesota municipal
corporation, on behalf of the municipal corporation.

______________________
Notary Public
Signature Page for Owner

OWNER:

RICHFIELD PROPERTIES, LLC, an Illinois limited liability company

By: Ralph J. Gesualdo, Manager

STATE OF WISCONSIN )
COUNTY OF MILWAUKEE) SS.

The foregoing instrument was acknowledged before me this 7th day of Aug., 2019, by Ralph J. Gesualdo, the Manager of Richfield Properties, LLC, an Illinois limited liability company, on behalf of Richfield Properties, LLC.

Michele D Ramaeker
Notary Public

Michele D Ramaeker
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01-31-2021
KNOW ALL PERSONS BY THESE PRESENTS: That Richfield Properties, LLC, an Illinois limited liability company, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

That part of the West 175 feet of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter, lying North of the South 339.5 feet thereof, Section 35, Township 28, Range 24.

AND

The South 339.5 feet of the West 175 feet of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 35, Township 28, Range 24.

AND

The East 125 feet of the West 300 feet of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 35, Township 28, Range 24.

AND

The Southeast Quarter of the Southwest Quarter of the Southeast Quarter, except the East 198 feet and except the West 300 feet thereof, of Section 35, Township 28, Range 24.

Has caused the same to be surveyed and platted as RICHFIELD PROPERTIES, and does hereby dedicate to the public for public use forever the public ways and drainage and utility easements as shown on this plat.

In witness whereof said Richfield Properties, LLC, an Illinois limited liability company, has caused these presents to be signed by its proper officer this _______ day of ____________________, 20___.

SIGNED: Richfield Properties, LLC

By: , Member

Ralph Gesualdo

STATE OF MINNESOTA

COUNTY OF

The foregoing instrument was acknowledged before me this _______ day of ____________________, 20___, by Ralph Gesualdo, Member of Richfield Properties, LLC, an Illinois limited liability company, on behalf of the company.

Ralph Gesualdo, Member

Notary Public,

My Commission Expires

I, Rick M. Blom, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this Plat; and all public ways are shown and labeled on this plat.

Dated this day of

Rick M. Blom, Licensed Land Surveyor,

Minnesota License No. 21729

STATE OF MINNESOTA

COUNTY OF

The foregoing instrument was acknowledged before me this _______ day of ____________________, 20___, by Rick M. Blom, a Licensed Land Surveyor.

Rick M. Blom, a Licensed Land Surveyor

Notary Public, Minnesota

My Commission Expires

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _______ day of _________________, 20___.

Mark V. Chapin, County Auditor

By:

Resident and Real Estate Services, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Sections 383B.565 (1969), this plat has been approved this _______ day of _________________, 20___.

Chris F. Mavis, County Surveyor

By:

Registrar of Titles, Hennepin County, Minnesota

I hereby certify that the within plat of RICHFIELD PROPERTIES was filed in this office this _______ day of _________________, 20___, at ______ o'clock ____ M.

Martin McCormick, Registrar of Titles

By:

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that this plat of RICHFIELD PROPERTIES was approved and accepted by the City Council of Richfield, Minnesota, at a regular meeting held the _______ day of _________________, 20___.

City Council, Richfield, Minnesota

By: Mayor

Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that this plat of RICHFIELD PROPERTIES was accepted by the Commissioner of Transportation and the County Highway Engineer, has been reviewed by the City’s plan review staff, and this plat has been reviewed by the City without receipt of any comments or recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 3.

Mark V. Chapin, County Auditor

By:

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

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Manager

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By: Mayor

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Mark V. Chapin, County Auditor

By:
### Exhibit C

1420 78th St E – Audi Richfield
Public Area Improvements

<table>
<thead>
<tr>
<th>Public Area Feature</th>
<th>Ownership</th>
<th>Maintenance, Repair, Replacement Responsibility</th>
<th>Responsible for the Cost of Operation &amp; Maintenance</th>
<th>Inspection &amp; Maintenance Cycle</th>
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</thead>
<tbody>
<tr>
<td>Sidewalk (Public ROW &amp; Easement Area)*</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>Annually</td>
</tr>
<tr>
<td>Sidewalk Snow Removal</td>
<td>City</td>
<td>See Paragraph 5</td>
<td>See Paragraph 5</td>
<td>As needed</td>
</tr>
<tr>
<td>Landscaping</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
</tr>
<tr>
<td>Private Irrigation</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
</tr>
<tr>
<td>Public Utilities (Storm, Sewer, Water)</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Storm Water (Treatment Structure and Detention System)</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>Annually (report to be submitted to City)</td>
</tr>
<tr>
<td>Pedestrian Sidewalk Lighting</td>
<td>Owner</td>
<td>City</td>
<td>Owner</td>
<td>As needed</td>
</tr>
<tr>
<td>Street Lights</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Boulevard Trees</td>
<td>City</td>
<td>City</td>
<td>City</td>
<td>As needed</td>
</tr>
<tr>
<td>Plaza and Fountain</td>
<td>Owner</td>
<td>Owner</td>
<td>Owner</td>
<td>As needed</td>
</tr>
</tbody>
</table>

* - Note: The sidewalk constructed along the east side of the Property and in the plaza fountain area is NOT located within a Public Area, is not public sidewalk, and is not subject to this agreement.
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a request for the temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 15, 2019, in conjunction with Richfield’s Open Streets at Penn Fest event.

EXECUTIVE SUMMARY:
On July 17, 2019, Davanni’s requested permission to serve strong beer outside in the parking lot area of their licensed establishment in conjunction with Richfield’s Open Streets at Penn Fest event. While Davanni’s is currently licensed to sell wine and strong beer, their license is only valid for the interior area of their business and does not allow for outside service of alcohol.

This request for a temporary expansion of the licensed premises for Davanni’s would allow for the service of strong beer only and would be valid only on Sunday, September 15, 2019, from 1:00 p.m. to 5:00 p.m. during Richfield’s Open Streets at Penn Fest event.

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

RECOMMENDED ACTION:
By motion: Approve a request for a temporary expansion of the licensed premises for Davanni’s, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 15, 2019, in conjunction with Richfield’s Open Streets at Penn Fest event.

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

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

C. CRITICAL TIMING ISSUES:
   - Open Streets at Penn Fest takes place on September 15, 2019, so approval by the City Council is needed at the regular meeting on September 10, 2019.

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

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

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

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

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davanni’s narrative, drawing &amp; insurance</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
July 17, 2019

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

Penn Fest is Sunday, September 15th from 1pm - 5pm

We will section off a 32 foot x 32 foot square along the West side of our building and the south side of our parking lot.

We will have employees out selling beer at a table. We will have an employee checking ids. We will have some tables and chairs available in this area, as well.

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

Below is a drawing of the parking lot area.

Thanks for considering this opportunity again this year.

Melissa Morissette - General Manager

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

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

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

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

### INSURED
Davanni's, Inc  
1100 Xenium Ln N Ste 2  
Plymouth, MN 55441

### COVERAGES
- **COVERAGE:** 18-19 GL Master
- **REVISION NUMBER:**

### LIMITS
- **EACH OCCURRENCE:** $1,000,000
- **PROPERTY DAMAGE TO RENTED PREMISES:** $200,000
- **MED EXP (Any one person):** Excluded
- **PERSONAL & ADJ INJURY:** $1,000,000
- **GENERAL AGGREGATE:** $3,000,000
- **PRODUCTS, COMPOP, AGG:** $3,000,000
- **GL Extension:** Included

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

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

### CANCELLATION

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

**AUTHORIZED REPRESENTATIVE:**

© 1988-2018 ACORD CORPORATION. All rights reserved.
## Additional Named Insureds

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Partners, LLP (5937 Summit Dr location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Chad Partners, LLP (310 White Bear Ave location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Cleveland &amp; Grand, LLC (41 S Cleveland location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>Davanni’s Coon Rapids, LLC (3430 129th Ave loc)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>Davanni’s Woodbury, LLC (1905 Donegal Dr location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>Flying Red Horse, LLC (8061 Flying Cloud location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
<tr>
<td>Fourheads, LLP (2500 Riverside location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Harbor Place, LLP (3015 Harbor Lane location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Hearth, LLP (825 Montreal Way location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Ovenhearth Bakery &amp; Coffee Bene'</td>
<td>Doing Business As</td>
</tr>
<tr>
<td>PAR Associates, LLP (1905 W Perimeter location)</td>
<td>Limited partnership, Additional Named Insured</td>
</tr>
<tr>
<td>Rich D, LLC (6345 Penn Ave location)</td>
<td>Limited Liability Company, Additional Named Insured</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consider the approval of the bid tabulation and award a contract to Michels Corporation for the 2019 Watermain Rehabilitation Project in the amount of $1,775,349.40 and authorize the City Manager to approve contract changes under $175,000 without further City Council consideration.

EXECUTIVE SUMMARY:
Consistent with the Capital Improvement Plan, staff is beginning the multi-year process of targeted rehabilitation of critical watermain assets.

Most of the watermain system was installed in the 1960's and this aging infrastructure requires attention due to age and the critical nature of the water service provided. This project will utilize the cured-in-place-pipe (CIPP) process, which is a trenchless technology in which no excavation is required. This method is comparable in cost to full excavation and replacement of the existing pipe, but provides a significantly reduced time-frame for service disruption and is effectively a new pipe with a 70+ service life.

The project consists of lining three watermain crossings under 35W and lining larger diameter watermain on 65th Street from Pillsbury to Rae Drive. Lining on 65th Street will be completed one year prior to the reconstruction project and will result in significant time savings for building the road.

Bids for the watermain rehabilitation project were opened on August 28, 2019. Michels Corporation was the lowest responsive and responsible bidder with a base bid amount of $1,775,349.40.

RECOMMENDED ACTION:
By motion: Approve the bid tabulation and award a contract to Michels Corporation for the 2019 Watermain Rehabilitation Project in the amount of $1,775,349.40 and authorize the City Manager to approve contract changes under $175,000 without further City Council consideration.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
- The City’s 120 miles of watermain was installed in the 1960’s. The water system consists of various diameters and multiple material types. A desktop analysis was completed to determine highest risk watermains to target for rehabilitation.
• Risk is assessed based on an assumed likelihood of failure (LOF) and consequence of failure (COF). LOF accounts for age, material, and maintenance history while COF accounts for diameter, location, and what the watermain serves. Risk is the multiplicative combination of LOF and COF. The risk score is used to rank and prioritize watermains for rehabilitation.
• Technological advances now allow us to repair these watermains without digging up the road through a process called Cured-in-place-pipe (CIPP). This procedure involves the insertion of a liner into the existing watermain. It expands and adheres to the main, hardens, and results in what is essentially a “new” pipe within the old pipe. After the liner hardens, the individual service connections are then reopened and placed back into service.
• This year will be the first of a multi-year approach to rehabilitate high risk watermains. The desktop risk analysis will be updated each year to determine areas that will be targeted.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
• For City contracts or purchases estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
• The scope of the project will exceed the $175,000 threshold.
• The advertisement for bid was published in the Richfield Sun-Current July 25, 2019, and on the Questcdn.com website on July 25, 2019.
• Submitted bids were opened and read aloud publicly August 28, 2019.
• Two bids were received, and the lowest base bid was provided by Michels Corporation in the amount of $1,775,349.40.

C. CRITICAL TIMING ISSUES:
• By using the CIPP procedure, watermains can be repaired without intrusive excavation of the existing watermain.
• Approval at the September 10, 2019 City Council meeting will allow the project to move forward as planned.

D. FINANCIAL IMPACT:
• The recommended contract for approval totals $576,735.30 for the 35W crossings to be funded using Water Utility Funds.
• The recommended contract for approval totals $1,198,641.10 for 65th Street to be funded using Street Reconstruction Bonds.
• The Engineer’s estimate for the project was $1,820,343.
• The funding for the 35W crossings was provided for in the adopted 2019 and proposed 2020 Water Utility Budget and was planned for as a capital improvement project during the utility rate study that was completed in 2017.
• The funding for 65th Street lining was provided for in the capital improvement project for 65th Street Reconstruction. Cost estimates for 65th Street Reconstruction included replacement of utilities. Staff determined that lining the watermain along 65th Street would result in significant time savings for the road reconstruction, as well as shorten the downtime of the large diameter watermain. Lining will take place one year prior to the road reconstruction.
• This project is included in the Capital Improvement Plan.

E. LEGAL CONSIDERATION:
• When the amount of a contract or purchase is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the law governing contracts or purchases by the City of Richfield.
• The advertisement for bid for the project was published in the Richfield Sun Current on July 25, 2019, and on the Questcdn.com website on July 25, 2019.
• Bid opening was held on August 28, 2019. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S):
• None

PRINCIPAL PARTIES EXPECTED AT MEETING:
None
<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Tab</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Recommendation Letter</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Contract</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
# 2019 Watermain Rehabilitation Project

## BID TABULATION SHEET

Bid #: 19-06  
Bid Opening: August 28, 2019  
Richfield Municipal Center, Heredia Conference Room  
Award of Contract: September 10, 2019

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Addendum Acknowledged (1 &amp; 2)</th>
<th>Bond</th>
<th>Non-Collusion</th>
<th>Intent to Comply</th>
<th>Responsible Contractor Certificate</th>
<th>Bidders Proof of Responsibility</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michels Corporation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$1,775,349.40</td>
</tr>
<tr>
<td>Fer-Pal Construction USA, LLC</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$2,776,271.00</td>
</tr>
</tbody>
</table>
August 28, 2019

Mike Peterson
City of Richfield
6700 Portland Avenue South
Richfield, MN 55423

Dear Mike:

On August 28, 2019, bids were received and publicly opened for the above-referenced project. Two bids were received and ranged from a high of $2,776,271.00 to a low of $1,775,349.40 as shown on the table below. The low bid was submitted by Michels Pipe Services, of Brownsville, WI.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Michels Pipe Services</td>
<td>$1,775,349.40</td>
</tr>
<tr>
<td>2 Fer-Pal Const. USA LLC</td>
<td>$2,776,271.00</td>
</tr>
</tbody>
</table>

** Denotes corrected figure

The Engineer’s estimate for the project was $1,820,343 including a 10% contingency. We have attached a detailed bid tabulation for your information.

The project consists of rehabilitating three (3) trunk water mains crossing under I-35W at 65th St., 73rd St and 75 St. totaling approximately 875 linear feet of pipe utilizing the Cured in Place Pipe (CIPP) lining trenchless rehabilitation method. This work is expected to be completed yet this fall. Additionally, approximately 2400 linear feet of trunk watermain will be lined using CIPP methods on 65th Street from approximately Pillsbury Ave South to Rae Drive. This work is expected to be completed in 2020 ahead of the street reconstruction project.

In the bidding documents, the Instructions to Bidders and Bidding requirements required the Bidders to submit a detailed Bidders Proof of Responsibility (Document No 00 45 17) with their bid. This Proof is divided into two components: CIPP work and Site work. It is critical that the CIPP Lining contract have a working relationship with their pit excavation/restoration sub-contractor on these trenchless rehabilitation projects to avoid any concerns with contamination of the water system. The bidders proof ensures that the contracting team is qualified. A minimum of 10 points is required to be considered qualified.

Based on the information provided in their Proof, both Michels and Fer-Pal can successfully complete a project of this size with their site work sub. We can provide a detailed bidders proof scoring summary of both contractors to you for your records via email separate from this letter. We recommend that the City award this project to the low bidder, Michels Pipe Services in the amount of $1,775,349.40.
Please contact me at 612-255-8747 or dhutton@sehinc.com if you have any questions or comments. We look forward to assisting the City with the construction oversight on this project.

Sincerely,

[Signature]

David E. Hutton, PE (Lic. MN, ND, WI)
Senior Project Manager

Attachment
p:\pt\richf\1506716-bid-const\award recommendation\recaward ltr.docx
CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA

CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 51000 and 41017

Contract No. 2846

Bid No. 19-06

Class of Work: 2019 Water Main Rehabilitation Project for the City of Richfield

THIS AGREEMENT is made this 10th day of September, 2019, between the City of Richfield, Minnesota, acting by and through its Mayor and City Manager (“City”) and Michels Pipe Services (“Contractor”).

1. **Contract Price.** The Contractor, in consideration of the payment of the contract price – One Million Seven Hundred Seventy Five Thousand Three Hundred Forty Nine Dollars and Forty Cents ($1,775,349.40) – will furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and do and perform all the necessary work and labor for the full completion of the City Project: **2019 Water Main Rehabilitation Project (“Project”).**

2. **Compliance with Plans.** The contract documents in this Project Manual shall be interpreted as a whole and the bidders and contractor shall attempt to give meaning to all provisions. If a conflict exists between two or more provisions on the same subject, the following is the order of priority in interpreting such conflicting provisions:
   1. Contract for Municipal Construction
   2. Special Provisions
   3. General Specifications
   4. Standard General Conditions

Contractor shall complete the Project as shown in the approved plans, specifications and special provisions (collectively, “Plans”) that are on file in the office of the City’s Public Works Department. The Plans are attached and are made a part of this Agreement.

Contractor agrees that all work shall be done and performed in the best and most proficient manner and that all materials and labor shall be in strict conformity with the Plans for the Project. All work is subject to inspection and approval by the City Engineer, or their authorized designee. If the City rejects any material or labor as defective or unsuitable, then the Contractor must remove the rejected materials and replace it with material approved by the City Engineer, at the cost of the Contractor. The Contractor must also perform anew any rejected labor to the satisfaction and approval of the City Engineer, or their designee, at the cost and expense of the Contractor.
3. **Commencement and Completion of Work.** Contractor shall notify the City Engineer in writing of its intentions to commence work at least five (5) days prior to moving onto the site according to the specifications. Work may begin at any time after October 1, 2019. The contractor shall have 60 continuous working days to complete the 35 W project once mobilized. The Contractor will have all work done on the 65th St project and the improvement fully completed to the satisfaction and approval of the City Council of the City of Richfield, Minnesota, on or before April 30, 2021.

4. **Delays and Liquidated Damages.** Time is of the essence for completion of the Project. If the Contractor fails to complete the Project within the time herein specified, the City shall have the right to deduct from the unpaid part of the contract price, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) of $1,500 for each calendar day of delay, until the work is completed.

   Upon receipt of written notice from the Contractor that there will be delay in completion of the Project, the City may in its discretion extend the date for completion. In such case, the Contractor shall become liable for liquidated damages only for failure to perform within the time so extended.

   If delays are caused by the weather, labor strikes or other factors not caused by Contractor and Contractor cannot provide written notice as described above, then the City may also in its discretion excuse such delays and extend the date for completion.

5. **Claims for Extra Work or Materials.** Contractor shall not do any work or furnish any materials not covered by the Plans and this Agreement, unless such work or materials is first ordered in writing and approved in writing by the City. If Contractor performs such extra work or provides additional materials without the required written order and approval, the additional costs shall be borne by Contractor.

6. **City Not Liable.** The City, including its Council, employees and agents, shall not be liable or responsible in any manner to the Contractor, its subcontractors, materialmen, laborers or any other person for any claim, demand, damages, actions, or causes of action of any kind arising out of this Agreement or the performance and completion of the Project described herein.
Dated at Richfield, Minnesota, this 10th day of September, 2019.

Signatures for: ________________________________ (Contractor)

By ________________________________

Its ________________________________

Signatures for: CITY OF RICHFIELD, MINNESOTA (City)

By ________________________________

Its City Manager, Katie Rodriquez ____________________

By ________________________________

Its Mayor, Maria Regan Gonzalez ____________________
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of the adoption of a resolution authorizing Amendment #1 to the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (MnDOT) for the purchase/storage of salt through June 30, 2022. (MnDOT Contract No. 1030429) related to a 26% increase in salt costs for 2020.

EXECUTIVE SUMMARY:
The City of Richfield currently does not own/operate a salt storage facility and the most recent salt purchasing agreement with MnDOT was authorized at the July 24th, 2018 regular City Council meeting. Entering into these types of partnerships has allowed the City to:
- build a Public Works Maintenance Facility without a large salt storage area;
- show consideration for the public interest by looking for more efficient, cost effective, and environmentally conscious ways of providing services; and
- reduce potential for unnecessary pollution problems by avoiding redundant facilities.

The original contract requires a formal amendment to the agreement be adopted by the City Council if more than a 3% increase in the cost of salt is expected in any given year of the contract. MnDOT expects a 26% increase in salt costs for 2020 with a 3% increase thereafter, which necessitates this amendment.

RECOMMENDED ACTION:
By motion: Adopt a resolution authorizing Amendment #1 to the partnership agreement between the City of Richfield and MnDOT for the purchase/storage of salt through June 30, 2022. (MnDOT Contract No. 1030429)

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
- The City of Richfield does not have an adequate salt storage facility for yearly ice control operations.
- MnDOT’s proximity to the Maintenance Facility is ideal for City of Richfield ice control operations.
- Sharing salt storage facilities reduces the potential for unnecessary chloride pollution problems resulting from duplicate facilities.
B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • The City participates in a joint purchasing agreement with the State of Minnesota and MnDOT.
   • The State of Minnesota solicits bids for all the participants in the joint purchase agreement.
   • The original contract #1030429 requires a formal amendment be approved by the City Council if yearly salt costs are expected to rise more than the estimated 3%.

C. CRITICAL TIMING ISSUES:
   • The City of Richfield does not have adequate salt storage at the Public Works Maintenance Facility and requires this amendment to the original agreement to acquire salt for ice control operations.

D. FINANCIAL IMPACT:
   • Salt costs include the price of salt plus material handling fees and MnDOT administrative charges.
   • Salt charges for 2020 are expected to increase by 26% from $113,978.94 in 2019 to $143,879.62 in 2020, with 3% expected annual increases thereafter.
   • The total cost increase through the life of the amended contract is $81,851 when compared to what was originally approved at the July 24th, 2018 City Council meeting.
   • The above increases are assuming the total of 1500 ton is applied/purchased during a snow season.
   • Salt application/purchases do fluctuate each season.
   • Funding for salt is included in the annual Street Division operating budget.

E. LEGAL CONSIDERATION:
   • The City Attorney has reviewed this agreement.

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>Amendment #1 to Contract 1030429</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Original Agreement #1030429</td>
<td>Exhibit</td>
</tr>
<tr>
<td>Amendment #1 Resolution</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
AMENDMENT # 01 TO MnDOT Partnership Agreement #: 1030429

MnDOT Contract #: 1030429

Contract Start Date: 09/14/2018
Orig. Contract Exp. Date: 06/30/2022
Amended Exp. Date: 06/30/2022
Original Contract Amount: $476,845.36
Prev. Amendment(s) Total: $0.00
Current Amendment Amount: $81,851.09
Current Contract Total: $558,696.45

Project Identification: Supply Road Salt for Winter Season of 2019-2022
State Project (SP): NA
Trunk Highway #: NA
Federal Project #: NA

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Richfield (City of Richfield).

Recitals

1. The State has a contract with the City of Richfield identified as MnDOT Contract No. 1030429 ("Original Contract") to provide road salt to the City of Richfield for the winter seasons of 2019 through 2022.

2. The State and the City of Richfield are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be strike out and the added contract terms will be underlined.

REVISION 1. Sub-article 1.3. “Exhibits” is amended as follows:

1.3 Exhibits. Exhibit A A-1 is attached and incorporated into this agreement.

REVISION 2. Sub-article 3.2. “Terms of Payment”, is deleted and replaced in its entirety.

3.2 The estimated total cost of road salt, including Material Handling fee and administrative costs, for FY 2019-2022 is shown in the table below and itemized in attached Exhibit-A-1.

<table>
<thead>
<tr>
<th>Estimated Cost FY 2019</th>
<th>Increase %</th>
<th>Increase $</th>
<th>$113,978.94</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020 plus</td>
<td>26.23%</td>
<td>$29,900.08</td>
<td>$143,879.62</td>
</tr>
<tr>
<td>FY 2021 plus</td>
<td>3.0%</td>
<td>$4,316.37</td>
<td>$148,196.01</td>
</tr>
<tr>
<td>FY 2022 plus</td>
<td>3.0%</td>
<td>$4,445.86</td>
<td>$152,641.89</td>
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<tr>
<td>Total Estimated Cost of Contract</td>
<td></td>
<td></td>
<td>$558,696.45</td>
</tr>
</tbody>
</table>

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]
CITY OF RICHFIELD
The City of Richfield certifies that the appropriate person(s) have executed the contract on behalf of the City of Richfield as required by applicable articles, bylaws, resolutions or ordinances.

By:______________________________________
Title:____________________________________
Date:____________________________________

By:______________________________________
Title:____________________________________
Date:____________________________________

COMMISSIONER OF TRANSPORTATION

By:______________________________________
Title:____________________________________
Date:____________________________________

COMMISSIONER OF ADMINISTRATION

By:______________________________________
Date:____________________________________
PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF RICHFIELD
FOR
SUPPLY ROAD SALT FOR WINTER SEASON OF FY 2019-2022

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and the City of Richfield ("City of Richfield") located at: 6700 Portland Avenue South, Richfield, MN 55423

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and

2. The parties wish to cooperatively provide road salt; and,

3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

1.1 Effective date. This Agreement will be effective upon execution and approval by the appropriate State and City of Richfield officials pursuant to Minnesota law.

1.2 Expiration date. This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 10.

1.3 Exhibits. Exhibit A is attached and incorporated into this agreement.

2. Scope of Work and Responsibilities of Each Party.

The State will provide to the City of Richfield up to 1,500 tons of road salt (sodium chloride) per Fiscal Year (July 1-June 30) from FY 2019-2022. The City of Richfield will be charged the per-ton price plus shipping costs, a MnDOT Material Handling, and an administrative cost. The Material Handling Rates change each fiscal year. The Material Handling Rate for Fiscal Year 2019 is 12.18%. The administrative cost is .25 hours (plus normal and customary additives/rates) added each time the picked up salt is logged in MnDOT's inventory system. In Exhibit A this cost is estimated to be $93.80 for FY 2019 and is subject to change each fiscal year.

2.1. State responsibilities. State will:

2.1.1 Provide up to 1,500 tons of road salt. Load salt.

2.1.2 Maintain and log records of salt picked up by City of Richfield in MnDOT's inventory system.
   a) Records will be validated by both the City of Richfield and the State at pickup.
   b) Logging the inventory items will include an administrative cost for inputting the inventory charges of approximately .25 hours per pickup.

2.1.3 Invoice the City of Richfield for salt on the first working day of the month following pickup.
2.2 **The City of Richfield responsibilities.** City of Richfield will:

2.2.1 Pick up salt at Cedar Avenue truck stations.
2.2.2 Arrange for hauling of road salt from the Cedar Avenue truck station.
2.2.3 Maintain records of salt picked up.
2.2.4 Promptly pay the State the invoiced amount.

3. **Terms of Payment**

3.1 State will invoice the City of Richfield on a monthly basis for the actual cost of salt picked up, Material Handling fee, and administrative cost for the term of this contract.

3.2 The estimated total cost of road salt, including Material Handling fee and administrative costs, for FY 2019-2022 is shown in the table below and itemized in attached Exhibit A.

<table>
<thead>
<tr>
<th>Estimated Cost FY 2019</th>
<th>Increase %</th>
<th>Increase $</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020 plus</td>
<td>3.0%</td>
<td>$3,419.37</td>
</tr>
<tr>
<td>FY 2021 plus</td>
<td>3.0%</td>
<td>$3,521.95</td>
</tr>
<tr>
<td>FY 2022 plus</td>
<td>3.0%</td>
<td>$3,627.61</td>
</tr>
</tbody>
</table>

Total Estimated Cost of Contract $476,845.36

3.3 If the actual cost of the salt, including Material Handling fee and administrative costs, exceeds the estimated 3% annual increase, as itemized in Exhibit A, an amendment will be done.

3.4 The City of Richfield will make payment to the order of the Commissioner of Transportation. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1030429
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

4. **Authorized Representatives**

4.1 *Each party’s Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

4.2 **State’s Authorized Representative** is

- Name: Jay Emerson or successor
- Title: South Region TOS 4
- MnDOT - Metro District--Maintenance
- Street Address: 1500 County Road B2, MS 050
- City State Zip: Roseville, MN 55113
- Telephone: 651-234-7907
- Email: Jay.emerson@state.mn.us

4.3 **City of Richfield’s Authorized Representative** is:

- Name: Chris Link, or successor
- Title: Operations Superintendent
- Local Gov’t: City of Richfield
- Billing Address: 6700 Portland Avenue South
- City State Zip: Richfield, MN 55423
5. Liability

4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of the State is governed by Minn. Stat. §3.736 and other applicable law. The liability of the City of Richfield is governed by Minn. Stat. Chapter 466 and other applicable law.

5. Audit: Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the City of Richfield relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

6. Jurisdiction and Venue: Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. Government Data Practices:
The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

8. Assignment and Amendments

8.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

9. Waiver; Contract Complete

9.1 Waiver. If a party fails to enforce any provision of this contract that failure does not waive the provision or the party’s right to subsequently enforce it.

9.2 Contract Complete. This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

10. Termination: This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party. The City of Richfield will pay the State for any costs incurred under the Agreement prior to the date of termination.

[The remainder of this page has been intentionally left blank. Signature page follows.]
CITY OF RICHFIELD
The City of Richfield certifies that the appropriate person(s) have executed the contract on behalf of the City of Richfield as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]
Title: Mayor
Date: 8/24/18

By: [Signature]
Title: City Manager
Date: 8/24/18

By: [Signature]
Title: Assistant Commissioner or Assistant Division Director
Date: 9/11/18

By: [Signature]
Title: Commissioner of Administration
Date: 9/14/2018
Exhibit A
Estimated Cost for 2019/2022 Snow Season

MnDOT Contract: 1050429

Article 3 Partnership Agreement Reference

<table>
<thead>
<tr>
<th>Materials and Supplies (Inventory)</th>
<th>Unit/Ton</th>
<th>1. Rate</th>
<th>Total</th>
<th>Percent</th>
<th>Cost</th>
<th>Materials/ Supplies Total Cost</th>
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<tbody>
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<td>$101,520.00</td>
<td>12.18%</td>
<td>$12,360.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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</tbody>
</table>

Total Materials and Supplies $101,520.00 $113,882.14

Costs of Salaries

<table>
<thead>
<tr>
<th>Employee - Job Class</th>
<th>5 Hourly Rate</th>
<th>6. Basic Fringe Rate</th>
<th>Labor Additive $</th>
<th>Total Rate $</th>
<th>Total Hours</th>
<th>Total Cost of Salaries</th>
<th>Percent</th>
<th>Cost</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Office &amp; Administrative Specialist</td>
<td>$20.62</td>
<td>$10.33</td>
<td>23.01%</td>
<td>$7.74</td>
<td>$38.69</td>
<td>2.00</td>
<td>$77.38</td>
<td>21.22%</td>
<td>$16.42</td>
</tr>
<tr>
<td>1 Overtime</td>
<td>$20.62</td>
<td>$10.33</td>
<td>23.01%</td>
<td>$7.74</td>
<td>$38.69</td>
<td>2.00</td>
<td>$77.38</td>
<td>21.22%</td>
<td>$16.42</td>
</tr>
<tr>
<td>1 Overtime X2 - Sundays and Holidays</td>
<td>$20.62</td>
<td>$10.33</td>
<td>23.01%</td>
<td>$7.74</td>
<td>$38.69</td>
<td>2.00</td>
<td>$77.38</td>
<td>21.22%</td>
<td>$16.42</td>
</tr>
<tr>
<td>1 Total Cost of Salaries</td>
<td>$77.38</td>
<td>$16.42</td>
<td></td>
<td></td>
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<tr>
<td>Total Contract</td>
<td>$113,978.94</td>
<td>$113,978.94</td>
<td></td>
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<td></td>
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</tbody>
</table>

Four year agreement with est. 3% annual increase see Table below.

Estimated Cost FY 2019 Increase % Increase $ $113,978.94
FY 2020 plus 3.0% $3,419.37 $117,398.31
FY 2021 plus 3.0% $3,521.95 $120,920.25
FY 2022 plus 3.0% $3,627.61 $124,547.86
Total Estimated Cost of Contract $476,845.36

Rates/ Additives are established each year by the Office of Financial Management. For the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:

1. Rate is the Unit Rate. For instance the rate can be per gallon, ton, hour, week, mile. This rate is an estimate. Actual cost will change as the cost to MnDOT changes.

2. Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

3. Maintenance/Billing Head is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items, but is applied to Office & Administrative Specialist (Employee - Job Class) Hours when inventory items are charged.

4. Office & Administrative Specialist (Employee - Job Class) Hours. Inventory items are charged using the MnDOT RCA timesheet system. The system requires that .25 hours of administrative time must be charged when inventory items are entered or the charge will be rejected. This is an estimate based on entering inventory items 8 times during a year with .25 hours used per time equaling 2 hours over a year.

5. Hourly Rate = the hourly rate of the employee.

6. Basic Fringe = the cost of group insurance, social security and retirement. Each employee’s fringe rate is different. A basic fringe rate of $10.33 for FY

7. Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

Page 1 of 1
CM Rev 09/18/2017
STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) ss
CITY OF RICHFIELD )

I, Elizabeth VanHoose, being the duly qualified city clerk of the City of Richfield, Hennepin County, Minnesota, do hereby certify that the foregoing is a true and exact copy of Resolution No. 11524

And that the same is on file and on record in my office.

Given under my hand and seal

This 25th day of July, 2018

[Signature]

Elizabeth VanHoose
City Clerk
City of Richfield
Hennepin County, Minnesota
RESOLUTION NO. 11524

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO MNDOT PARTNERSHIP AGREEMENT NO. 1030429 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF SALT UNTIL JUNE 30, 2022

WHEREAS, the Public Works Maintenance Facility has limited space for salt storage; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has adequate storage space for both agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Partnership Agreement No. 1030429 between the City of Richfield and the Minnesota Department of Transportation for purchase/storage of salt until June 30, 2022.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of July, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO AMENDMENT #1 TO MNDOT PARTNERSHIP AGREEMENT NO. 1030429 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF SALT UNTIL JUNE 30, 2022

WHEREAS, the Public Works Maintenance Facility has limited space for salt storage; and

WHEREAS, the Minnesota Department of Transportation, Cedar Avenue Truck Station is conveniently located next to the City of Richfield Maintenance Facility and has adequate storage space for both agencies; and

WHEREAS, the City Council of the City of Richfield authorized MnDOT Partnership Agreement No. 1030429 at the July 24, 2018 regular City Council meeting; and

WHEREAS, the original contract provides that if the actual cost of the salt, including material handling fee and administrative costs, exceeds the estimated 3% annual increase, an amendment must be done; and

WHEREAS, the original contract provides that any amendment to the agreement must be in writing and will not be effective until it has been executed and approved by the same parties, or their successors in office, who executed the original agreement; and

WHEREAS, the cost of salt for 2020 including the material handling fee and administrative costs is expected to increase by 26% from $113,978.94 in 2019 to $143,879.62 in 2020, with 3% expected annual increases thereafter.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield hereby authorizes the Mayor and the City Manager to enter into Amendment #1 to Partnership Agreement No. 1030429 between the City of Richfield and the Minnesota Department of Transportation for purchase/storage of salt until June 30, 2022.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of September, 2019.
Maria Regan Gonzalez, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of the 2019-2020 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

EXECUTIVE SUMMARY:
The City of Richfield has had a public health emergency preparedness contract with the City of Bloomington to provide public health emergency preparedness services on Richfield's behalf for over sixteen years. This is Richfield's 2019-2020 contractual agreement with Bloomington.

The City will receive $50,405 for the grant cycle that runs from July 1, 2019, to June 30, 2020. The contract with the City of Bloomington for this same period of time for public health emergency preparedness is in the amount of $46,405, of which $12,000 is being passed through directly to Bloomington to meet the Cities Readiness Initiative (CRI), which is intended to be used metro wide to regionally fund public health emergency preparedness planning, exercise, training and activities. A remaining amount of $4,000 is retained by Richfield for our staff time, training, planning and exercise in public health emergency preparedness activities.

RECOMMENDED ACTION:
By motion: Approve the 2019-2020 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - The State of Minnesota has received funds from the federal government (CDC) to be used in developing agencies' public health emergency preparedness/response to bio-terrorism or a large public health disease outbreak. This is part of a nationwide effort to respond to serious public health emergencies. There are specific requirements in the grant in the areas of coordination, assessment,
planning and exercise, response surveillance, Health Alert Network, risk communications training and providing services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative.

- Richfield continues to pool these federal grant dollars with Bloomington and Edina with a portion used to support a Public Health Emergency Response Coordinator for the three cities. Nick Kelley, Public Health Emergency Preparedness Coordinator, is representing the Tri-City area (Bloomington, Edina and Richfield) and has been regularly meeting with Richfield and Edina staff to plan and develop the requirements of the grant.

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

The City of Richfield became a Local Public Health Agency in 1977, which makes the City eligible to receive these grant funds to use for the development of a public health emergency response system specific to Richfield and its needs.

C. **CRITICAL TIMING ISSUES:**

These funds are part of a nationwide effort by the federal government to respond to serious public health emergencies, including threats of bio-terrorism.

D. **FINANCIAL IMPACT:**

Funds being used are those given to Richfield as a Local Public Health agency, from the federal government, to develop a system for responding to public health emergency preparedness and bio-terrorism threats.

E. **LEGAL CONSIDERATION:**

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
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<tbody>
<tr>
<td>PH EP Scope of Service</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>COI</td>
<td>Cover Memo</td>
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</table>
PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT

BETWEEN THE MINNESOTA CITIES OF
BLOOMINGTON AND RICHFIELD

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

RECITALS

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

B. Bloomington's Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious diseases, and other threats to public health including, but not limited to coordination, assessment, planning and exercise, response, surveillance, notification, and training ("PH Emergency Preparedness Services"). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative ("CRI Duties").

C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and Cities Readiness Initiative ("CRI") planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Duties, funding these duties via Minnesota Department of Health (MDH) grant dollars and subject to the grant compliance timelines provided by MDH.

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

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

AGREEMENT

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

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from July 1, 2019 and continuing until June 30, 2020, unless terminated by either party or amended pursuant to the Agreement.

3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed $46,405.00, pursuant to the terms of payment set forth in Exhibit B and incorporated herein to this Agreement.

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

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

In the event of termination;

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

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

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

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

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

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

9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
   a. Commercial General Liability Insurance in the amount of at least $1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as $1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least $2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party’s expense and at no additional cost to the other party.

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

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

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

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

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

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

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

16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

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

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

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

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

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

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

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

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

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

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

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

26. **Mediation.** The Parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

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

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

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

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

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

CITY OF BLOOMINGTON, MINNESOTA

DATED: ________________________ BY: ________________________

Its: Community Services Director

Reviewed and approved by the City Attorney.

______________________________
Melissa J. Manderschied

CITY OF RICHFIELD, MINNESOTA

DATED: ________________________ BY: ________________________

Its: Mayor

DATED: ________________________ BY: ________________________

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

SCOPE OF SERVICES

CDC Budget Period BP1 1901 (07/01/2019 – 06/30/2020)
CHB and Tribal Health Duties

All CHBs and THDs complete these Recurring Duties:

☐ Submit Work Plan with specific Planned Activities, no later than August 30, 2019
☐ Submit a two-year training and exercise plan (MYTEP) (July 2020 – June 2022) due June 15, 2020
☐ Mid-Year Report, due December 31, 2019
☐ End of Year Report, due July 6, 2020

☐ Update and maintain accounts/information in:
  • Inventory Management and Tracking System (IMATS)
  • MN Responds
  • MN.TRAIN
  • Partner Link
    ▪ Maintain three-deep 24/7 contact information
  • MNTrac

☐ Maintain POD information in IMATS

☐ Health Alert Network (HAN) messages from MDH:
  • Respond timely to HAN messages: alerts (1 hour) and advisories (24 hours)
  • Maintain a current HAN contact list for each hospital and primary clinic within the jurisdiction
  • Forward all HAN messages sent by MDH to the appropriate health care partners as directed in the HAN message; an exemption to this duty may be granted for an individual HAN message after consultation with MDH staff
Test Volunteer Notification by conducting a call down drill. Submit a MN Responds After Action Report and update volunteer database based on drill results.

- A template for the MN Responds After Action Report can be found on SharePoint:

Staff maintain appropriate NIMS training based on their role(s), using PHEP Capability 3 (page 36) as a guide.

Maintain Health Care Coalition (HCC) signed membership. Ensure CHB representation on Health Care Coalition steering/advisory committees, and report back to CHB/LHD/THD Directors and Emergency Preparedness Coordinators on actions, information, and other important items.

- After Action Reports, Improvement Plans, and Corrective Actions:
  - Write AAR-IPs for exercises and significant incidents/events. Submit within 90 days of the exercise/incident/event.
  - AAR-IP templates can be found on MDH’s SharePoint site:
    https://mn365.sharepoint.com/sites/MDH/oep/grant/phep/AARIPMYTEP/Forms/AllItems.aspx
  - Document status or completion of corrective actions and track progress on improvement plans.
  - Retain AAR-IP documents for planning purposes according to your agency’s retention policies.

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

- Address the access and functional needs of at-risk individuals in your plans, exercises and responses. For exercises, include a minimum of one inject or objective that addresses the access or functional needs of at-risk individuals that may be disproportionally impacted by the incident or event, based on the scenario.
**Base Duties**

These duties support a statewide level of preparedness

### Domain Community Resilience

**Capability 1: Community Preparedness**

<table>
<thead>
<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 B.</strong> Each CHB/THD will engage with community partners to build relationships, provide preparedness planning guidance, and identify opportunities for volunteer involvement or other ways for engagement. Report engagement activity in REDCap on the Community Engagement form.</td>
<td>Work with community organizations / groups to learn about partner capabilities and resources in order to identify opportunities that support preparedness and response work. Activities may include joint planning, sharing of response guidance and plans, or identifying access and functional needs.</td>
<td>Guidance regarding definitions of community engagement and types of activities that constitute reportable activities that will fulfill the grant duty can be found in REDCap in the Community Engagement form.</td>
<td>May have regional components (such as material development), but must have individual CHB/THD partner engagement and reporting.</td>
</tr>
<tr>
<td><strong>1.2 B.</strong> Participate in or conduct an updated jurisdictional risk assessment (JRA), or indicate date next JRA will occur (ensure that public health, health care and mental/behavioral health issues are addressed). Based on most recent JRA, report top three threats with a public health role in responding to those threats.</td>
<td>Knowledge of current risks provides good information for prioritizing work. Participating in joint JRAs provides opportunities for joint identification of public health roles.</td>
<td>JRA needs to be completed at least once during the 5-year project period, per federal guidance.</td>
<td>May be conducted regionally if it engages partners from each CHB/THD.</td>
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</tbody>
</table>
# Domain Incident Management

## Capability 3: Emergency Operations Coordination

<table>
<thead>
<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 B. CHB/THD will participate in MDH initiated call down drill to verify that CHB/THD has up-to-date three-deep 24/7 contacts listed in PartnerLink. Update contacts and contact information based on gaps identified from the exercise.</td>
<td>Conducting a call down drill will provide MDH with an opportunity to assess the depth and accuracy of the information provided to PartnerLink.</td>
<td>The drill will entail contacting all 24/7 contacts registered in PartnerLink. MDH will compile the percentage of contacts who respond to the call down.</td>
<td>May not be completed regionally.</td>
</tr>
<tr>
<td>3.2 B. CHB/THD will participate in an MDH-lead conference call following a simulated bio-threat activation in June of 2020. At least one participant from each CHB must be a designated 24/7 contact.</td>
<td>Participating in an MDH-led conference call will help CHBS/THDs experience and plan for the information they will receive during this initial stage of response notification. MDH will further refine the conference call content based on feedback received.</td>
<td>Leaders/staff identified in CHB/THD plans will attend and ask questions their jurisdiction would naturally ask to be prepared to activate open PODs (and CPODs if desired).</td>
<td>May not be completed regionally.</td>
</tr>
</tbody>
</table>

# Domain Information Management

## Capability 6: Information Sharing

<table>
<thead>
<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 B. Each CHB/THD will ensure their HAN contact list includes at least two contacts for each hospital and primary clinic by June 30, 2020.</td>
<td>Sending HAN messages to more than one contact at each entity helps ensure important health information is being provided to providers. If the main contact is out of the office, having a back-up contact is vital.</td>
<td>This grant duty requires each hospital and clinic to have contact information for two individuals or groups. If faxes are used for every HAN, a fax number will count as one of the contacts. Ideally, each hospital and primary care clinic will have three deep contact information; however, this grant duty only requires two-deep contacts.</td>
<td>May be completed regionally as long as each hospital and primary clinic has at least two contacts identified.</td>
</tr>
</tbody>
</table>
# Domain Countermeasures and Mitigation

## Capability 8: Medical Countermeasures (MCM)

<table>
<thead>
<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.1 B</strong> By September 30, 2019, CHBs/THDs will attend an MDH-sponsored webinar on Medical Countermeasures.</td>
<td>Provide updates on revised Mass Dispensing Guidelines, revised Anthrax Protocol (including the updated screening form), and IMATS Local User Guide, and discuss the FSE scheduled for June of 2020.</td>
<td>The requirement is for at least one person per CHB/THD to participate in this training. We highly suggest that for multi-county CHBs, a representation from each LHD participate. This webinar will be a maximum of 1 hour.</td>
<td>May not be completed regionally.</td>
</tr>
</tbody>
</table>

**Dates:**
August 19 11:00
September 20 2:00
Register in MN.TRAIN
Course ID 1069979
http://www.train.org/mn

| **8.2 B** For jurisdictions with CPOD agreements, ensure there is a distribution mechanism identified in plans for CPODs to receive MCMs; communicate about those mechanisms with CPOD partners for their planning purposes. | RDN/LDN plans are changing. Direct ship has impacted MCM distribution plans, and some older CPOD partners may not be aware of changes they will need to make in their plans as a result. | This duty only applies to jurisdictions with CPODs. CPODs need to have a plan to obtain their medication. Some jurisdictions may have LDN plans for CPOD partners to pick up their supplies. Some may have resources to deliver their LDN to CPOD partners. Others may have RDN plans (either current or outdated). Not all CPOD partners are aware of how they will get their medications. | CHB/LHD/THD plans must reflect the distribution mechanism. Regional collaboration may occur, particularly if CPOD partners are held at the regional level. |

| **8.3 B** Each CHB/THD must activate one open POD in accordance with their plans during the full-scale exercise (FSE) on June 17, 2020. Alternatively, THDs may open a closed POD, if that is the response identified in their plans. | This is the CDC-required 5-year mass dispensing full-scale exercise. Additional information will be provided throughout BP1. | This exercise may not be combined with any other exercises to meet elective duties. Representatives from each region have formed a work group to build exercise content over the course of BP1, and may provide regional updates as exercise details become known. Each CHB/THD will identify an exercise controller and evaluators (C/E). - C/E will attend (via WebEx) a one hour statewide C/E Training on May 27 or June 2, 2020. | May not be completed regionally. |
### 8.4 B
Staff with IMATS responsibilities at each CHB/LHD (and THDs if they use IMATS) will attend updated IMATS training and participate in an MDH-led IMATS functional exercise immediately following the training.

The intent of this duty is to familiarize or refresh training on IMATS with the newly updated IMATS User Guide for Local Public Health. The IMATS functional exercise following the training will allow staff to practice "receiving" a shipment from MDH and "putting away" their shipment in the IMATS storage location.

Additional CHB/LHD/THD staff are welcome to attend the training/exercise if desired, but at a minimum staff with an assigned duty of keeping IMATS updated must attend.

This exercise is MDH-led and MDH will be responsible for developing the IMATS AAR-IP based on feedback from exercise attendees.

The training and exercise will take a maximum of 2 hours.

<table>
<thead>
<tr>
<th>Grant Duty</th>
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<th>Scope</th>
<th>Regional Approach</th>
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<tbody>
<tr>
<td>8.4 B</td>
<td></td>
<td>- Jurisdictional FSE hotwashes should take place 17 June 2020, if possible. - The statewide C/E hotwash will take place on 18 June 2020. - Each CHB/THD will complete their own AAR-IP, and will be asked to contribute feedback to support the statewide AAR-IP that MDH will produce.</td>
<td>May not be completed regionally</td>
</tr>
</tbody>
</table>

### Domain Surge Management

#### Capability 15: Volunteer Management

<table>
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<tr>
<th>Grant Duty</th>
<th>Intent</th>
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</thead>
<tbody>
<tr>
<td>15.1 B CHBs/THDs will communicate with volunteers at least twice a year. Call-down drills do not qualify as communication in the context of this grant duty.</td>
<td>This is intended to help MN Responds administrators keep volunteers engaged and retained in the system.</td>
<td>This applies to work with all volunteers participating in activities funded through PHEP, which may include MRC Volunteers, MN Responds volunteers, VOADs, CERT, and other volunteers.</td>
<td>A regional approach may be used as long as all registered volunteers receive communication twice per year. Local or regional newsletters can be used to meet this grant duty.</td>
</tr>
</tbody>
</table>
X, Y, Z Elective Duties

Domain and Capability Based

Each level needs to choose:

- X = 1
- Y = 3
- Z = 5

Choose Elective Duties based on jurisdictional priorities and threats

Domain Community Resilience

Capability 2: Community Recovery

<table>
<thead>
<tr>
<th>Grant Duty</th>
<th>Intent</th>
<th>Scope</th>
<th>Regional Approach</th>
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<tr>
<td>2.1 E. CHBs will develop or revise continuity of operations plans (COOP), either as a stand-alone public health plan or as a component of another plan, based on an MDH-provided Capability Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted to MDH.</td>
<td>It is important that agencies have a COOP plan identifying resources, actions, procedures, and information that is developed, tested, and held in readiness for use in the event of a major disruption of operations. COOP planning helps prepare CHB/LHD/THD to maintain mission critical operations after any emergency or disaster.</td>
<td>If this duty was selected in BP1 SUPP (2018-2019), it may not be repeated in the current grant year. If this duty was selected prior to BP1 SUPP and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.</td>
<td>May not be completed regionally.</td>
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<tr>
<td>2.2 E. Where COOP plans already exist, CHBs can exercise the plan at the tabletop, functional, or full-scale level. Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
<td>Exercises test the plan to identify strengths and gaps and develop a plan for improvement.</td>
<td>If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>May not be completed regionally.</td>
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## Domain Incident Management

### Capability 3: Emergency Operations Coordination

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<th>Intent</th>
<th>Scope</th>
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<tbody>
<tr>
<td>3.1 E. CHBs create an Incident Action Plan (IAP) as part of an exercise (workshop or higher) based on identified public health risks and using procedures in jurisdictional plans for creating IAPs.</td>
<td>CHBs/THDs will become familiar with the development and use of an IAP. Transitioning between operational periods is a critical skill to assure work is completed. Developing an IAP has been identified as a gap.</td>
<td>If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</td>
</tr>
<tr>
<td>Note: Consider developing Incident Action Plans (IAPs) that extend beyond one operational period.</td>
<td>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
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<tr>
<td>3.2 E. CHBs will select a gap previously identified in an AAR-IP, identify how the gap has or is being addressed, and test or retest through an exercise (TTX or higher).</td>
<td>To allow CHBs/THDs to work on priorities they have identified and test/retest that gaps have been corrected.</td>
<td>If this duty was selected in BP1 SUPP, it may be repeated in the current grant year if based on gaps identified in an AAR-IP. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>May not be completed regionally</td>
</tr>
<tr>
<td>Note: Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
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<tr>
<td>3.3 E. CHBs will exercise (functional or full-scale) the physical activation of the public health department operations center (PH DOC) at least once during the grant year. Activation will include, at a minimum, the set-up of the operations center room(s), assignment of incident command staff, connection and testing of communications equipment, and staff briefings to provide role clarity and operational procedures.</td>
<td>CHBs/THDs will become familiar with the use of ICS in a response and physical set-up of emergency operations.</td>
<td>If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan. As this requires actual physical set-up and movement of people and ‘things’, that makes it a functional or full-scale. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</td>
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# Domain Countermeasures and Mitigation

## Capability 8: Medical Countermeasures

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<th>Grant Duty</th>
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<tr>
<td>8.1 E CHBs will identify at least two new CPOD partners and develop CPOD agreements with those partners. CPOD partners with agreements and completed plans must be entered into IMATS.</td>
<td>This duty is appropriate for CHBs/THDs pursuing new CPOD agreements with partners in their jurisdictions. The minimum goal for this duty is two new CPOD partners.</td>
<td>This duty is appropriate for engaging new CPOD partners.</td>
<td>Regional work is unlikely, but there may be some instances where regional CPOD plans are appropriate.</td>
</tr>
<tr>
<td>8.2 E CHBs will work with CPOD partners to address identified gap(s), resulting in completed plans.</td>
<td>This duty is appropriate for CHBs/THDs continuing to work on CPOD plans already started in their jurisdictions. This duty is intended to address planning for CPODs when planning crosses grant years.</td>
<td>This duty address existing or reticent CPOD partners.</td>
<td>Regional work is unlikely, but there may be some instances where regional CPOD plans are appropriate.</td>
</tr>
<tr>
<td>8.3 E Prior to the 2020 Full Scale Exercise (FSE), CHBs will conduct a public health led exercise (tabletop or higher) that activates medical countermeasure plan(s). The exercise must support the developed Full Scale Exercise objectives.</td>
<td>This grant duty is intended to prepare CHBs for a statewide full-scale MCM exercise. CHBs/THDs will increase their ability to respond to a medical countermeasure incident; Public Health staff with Incident Command roles will understand their roles during a response; and the needs of people with access and functional needs of at-risk populations will be exercised. Selection of this elective grant duty is highly encouraged for any jurisdiction that has not conducted an MCM exercise (TTX or higher exercise) in last two years.</td>
<td>The exercise must contain an objective or inject addressing the access and functional needs of at-risk individuals. For multi-county CHBs, one exercise may be conducted as long as each LHD participates in the exercise (i.e. evaluator, controller, or player). Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>The exercise may be developed and conducted regionally, but CHBs/THDs must test their own plan during the exercise.</td>
</tr>
<tr>
<td>8.4 E By March 31, 2020, CHBs will develop Job Action Sheets (JAS) for all essential POD positions. For the purpose of this duty, essential POD functions include: • Greeting • Triage</td>
<td>This duty is intended for CHBs that do not have JAS created for POD positions. POD JAS will be a tool to provide guidance to POD staff on their roles and responsibilities.</td>
<td>Each JAS must include the following components: • Reporting structure • Training and qualifications for role • List of role responsibilities Additional JAS to consider developing:</td>
<td>May be completed regionally. If JAS are drafted regionally, each CHB must ensure the JAS align with their jurisdictional POD plans.</td>
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</table>
## Domain Surge Management

### Capability 5: Fatality Management

<table>
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<tr>
<th>Grant Duty</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5.1 E. CHBs will coordinate with partners to develop or revise family assistance center (FAC) plans either as a standalone public health plan or as a component of a jurisdictional plan. Plans must include plan elements identified on the MDH Capability Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted to MDH.</td>
<td>CHBs/THDs should have a clear understanding of their role in jurisdictional fatality management response. Document operational FAC plans that reflect the role(s), expectations, and responsibilities for CHBs/THDs.</td>
<td>If this duty was selected in BP1 SUPP (2018-2019), it may not be repeated in the current grant year. If this duty was selected prior to BP1 SUPP and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.</td>
<td>May not be completed regionally; plan templates may be created regionally and shared.</td>
</tr>
<tr>
<td>5.2 E. Where family assistance center (FAC) plans already exist, CHBs will exercise the FAC plan, in coordination with partners, at the tabletop, functional, or full-scale level. <strong>Note:</strong> Real world incidents and planned events may fulfill this grant duty if the items listed are part of the response activities.</td>
<td>To allow CHBs/THDs to test/retest their FAC Plans. It is important to regularly exercise and update agency or jurisdictional FAC plans in collaboration with partners that support or provide the mass care in an emergency response.</td>
<td>If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan. Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.</td>
<td>Each CHB needs to complete its own exercise and AAR-IP. The same exercise design may be used by multiple CHBs and may be ‘played’ on the same day. However, play has to occur at each CHB and each CHB needs to complete an AAR-IP.</td>
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</tbody>
</table>
### Capability 7: Mass Care

<table>
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<tr>
<th>Grant Duty</th>
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<tr>
<td>7.1 E. CHBs will coordinate with partners to develop or revise mass care plans, either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include elements on the MDH Capability Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted to MDH.</td>
<td>CHBs/THDs should have a clear understanding of their role in jurisdictional mass care response. Operational mass care plans will include the role(s), expectations, and responsibilities for CHBs/THDs.</td>
<td>If this duty was selected in BP1 SUPP (2018-2019), it may not be repeated in the current grant year. If this duty was selected prior to BP1 SUPP and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.</td>
<td>May not be completed regionally; plan templates may be created regionally and shared.</td>
</tr>
</tbody>
</table>

7.2 E. Where mass care plans already exist, CHBs will exercise the plan, in coordination with partners, at the tabletop, functional, or full-scale level.

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

To allow CHBs/THDs to test/retest their Mass Care Plans. It is important to regularly exercise and update agency or jurisdictional Mass Care plans in collaboration with partners that support or provide the mass care in an emergency response.

If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan.

Identify key objectives – 3 to 5 objectives is optimal. One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.

### Capability 10: Medical Surge

<table>
<thead>
<tr>
<th>Grant Duty</th>
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</thead>
<tbody>
<tr>
<td>10.1 E. CHBs will coordinate with partners to develop or update family reunification plans in support of medical surge operations and in coordination either as a stand-alone public health plan or as a component of a jurisdictional plan. Plans must include elements on the MDH Capability Priority Resource Elements Worksheet. Completed worksheet(s) must be submitted to MDH.</td>
<td>CHBs/THDs should have a clear understanding of their role in jurisdictional family reunification plans. Operational family reunification plans that reflect the role(s), expectations, and responsibilities for CHBs/THDs should be documented.</td>
<td>If this duty was selected in BP1 SUPP (2018-2019), it may not be repeated in the current grant year. If this duty was selected prior to BP1 SUPP and procedural or policy level changes need to be made to the plan, it may be repeated in the current grant year.</td>
<td>May not be completed regionally; plan templates may be created regionally and shared.</td>
</tr>
</tbody>
</table>
### Grant Duty

**10.2 E.** Based on jurisdictional priorities, where family reunification plans already exist, CHBs will exercise the plan, in coordination with partners, at the tabletop, functional, or full-scale level.

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

### Intent

To allow CHBs/THDs to test/retest their family reunification plans.

### Scope

If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year, based on documented gaps as part of After Action Report-Improvement Plan.

Identify key objectives – 3 to 5 objectives is optimal.

One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.

### Regional Approach

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

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### Capability 15: Volunteer Management

**15.1 E.** CHBs will conduct an emergency preparedness exercise to notify and assemble volunteers (requiring volunteers to physically report to a location after being activated/notified). This grant duty may be met through an exercise or real event requiring activation of response plans.

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

### Intent

Test and evaluate the process and results of asking volunteers to physically report (assemble) when activated.

### Scope

If this duty was selected in BP1 or BP1 SUPP, it may be repeated in the current grant year.

Volunteers must be asked to physically report. The number of volunteers and timeframe is at local discretion.

Activating volunteers for non-emergency preparedness activities (e.g. health promotion activities) will not meet this grant duty.

This grant duty may meet the requirement for completing HPP-PHEP performance measure 15.1. Completing HPP-PHEP performance measure 15.1 is required for low notice or no notice volunteer activations only. Please consult with your PHPC for more details.

Identify key objectives – 3 to 5 objectives is optimal.

One exercise may be used to satisfy two elective duties as long as the exercise that meets all of the requirements of each elective duty.

### Regional Approach

This duty may be conducted regionally; to complete this duty regionally, the following must be met:

- Volunteers from every CHB participating in the exercise must physically report;
- Each participating CHB must contribute to the AAR-IP and identify corrective actions.

---

*To obtain this information in a different format, call: 651-201-5700.*
CDC Budget Period BP1 1901 (07/01/2019 – 06/30/2020)  
Cities Readiness Initiative (CRI) Duties:

CRI 1. **Metro Region Jurisdictions**: Participate in Operational Readiness Review (ORR) site visits and submit documentation, as directed by MDH.

CRI 2. **Greater MN and Clay County Jurisdictions**: Complete the ORR self-assessment and submit data using DCIPHER to assess continued progress in advancing MCM capabilities.

CRI 3. Based on gaps identified in your most recent ORR, develop a new ORR Action Plan, participate in quarterly technical assistance calls, and submit documentation of completed activities (uploaded to SharePoint).

CRI 4. **CDC-Required Drills**: Conduct three different MCM planning drills each grant year and provide reports to CDC. By May 1, 2020:
   - Complete the following three drills for an anthrax scenario:
     - Staff notification and assembly
     - Facility set-up
     - Site activation
   - Upload drill data to DCIPHER

CRI 5. **MDH-Required Drills and Training**: Tactical Communications Maintenance
   - Once per grant year, conduct a training on how to operate communications equipment (e.g. radios) with all core POD staff and test radio functionality (no travel required). Report completion date in REDCap by the end of the grant year.
   - Once per grant year, conduct a POD site activation call-down drill for all open PODs and CPODs and update site contact information based on results. Report completion date in REDCap by the end of the grant year. Complete an AAR using the POD Activation AAR-IP Template and upload to REDCap.
   - Once per quarter, conduct a notification drill of all core staff needed to manage all open PODs. Report completion date for each drill in REDCap by the end of each quarter. For each drill, complete an AAR using the Staff Notification AAR-IP template and upload to REDCap.
   - Every six months, conduct a volunteer notification drill and update volunteer database based on results. Report completion date for each drill in REDCap by the end of the quarter. For each drill, complete an AAR using the MN Responds-MRC AAR-IP template and upload to REDCap.

CRI 6. Other duties as required by CDC or MDH.
EXHIBIT B TO AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHLFIELD

TERMS OF PAYMENT

A. Richfield shall pay Bloomington the total not-to-exceed amount of $46,405.00 during the term of this Agreement for services outlined below:
1. $34,405.00 for PH Emergency Preparedness Services; and
2. $12,000.00 for CRI Duties.

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

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Contract Execution</td>
<td>$11,601.25</td>
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<tr>
<td>December 1, 2019</td>
<td>$11,601.25</td>
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<td>March 1, 2020</td>
<td>$11,601.25</td>
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<tr>
<td>June 1, 2020</td>
<td>$11,601.25</td>
</tr>
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2. Payment shall be made within 15 days of receipt by Richfield of Bloomington’s invoice.
**CERTIFICATE OF LIABILITY INSURANCE**

DATE: 08/16/2019

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

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

**PRODUCER:**

333 South 7th St, Suite 1400
Minneapolis, MN 55402-2400
Att: (612) 692-7400

**INSURED:**

CITY OF RICHFIELD
ATTN: JESSE SWENSON
9700 PORTLAND AVE
RICHFIELD, MN 55423

**INSURER(S) AFFORDING COVERAGE**

**INSURER A:** The League of MN Cities Ins. Trust

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGES**

**CERTIFICATE NUMBER:** CH-00832307-32

**REVISION NUMBER:** 5

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<th>POLICY EN</th>
<th>LIMITS</th>
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**WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY**

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

City of Bloomington is included as an additional insured where required by written contract with respect to general liability.

**CERTIFICATE HOLDER**

City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Manasi Mukherjee

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ITEM FOR COUNCIL CONSIDERATION:
Consider approval of the amended rental agreement between the City of Richfield and the Minnesota Magicians for use of a locker room, ice time for practices and games, concessions, and alcohol sales.

EXECUTIVE SUMMARY:
The Richfield Ice Arena is home of Minnesota's Tier 2 Junior Hockey Team, the Minnesota Magicians. To accommodate the Team, the City constructed an additional locker room to Rink One. The locker room has been used by the team now for five years. Highlights of the attached amended rental agreement include:

- Base rent - $4,166 per month
- Term - The term of the Rental Agreement shall commence on September 1, 2019 with two remaining five-year intervals and shall terminate on August 31, 2029.
- Ice Time - The Team will be provided free ice time for games each year between September 1 and May 1. The team will also be given free practice time each year from September 1 and May 1 during non-prime hours that are defined in the agreement.
- Set ice time rates have been established for the purchase of additional ice rental beyond what is outlined in the free game and practice ice rental.
- Magicians will operate and receive all proceeds from the sale of strong beer and wine in Rink One during games.
- The City will operate and receive all proceeds from the sale of concessions during games.
- The Magicians will hold sole advertising rights in Rink 1 and Rink 2 that includes dasher boards, player benches, seating sections, nets, Zamboni, scoreboard, etc., and also includes Rink One bathrooms.
- The City will hold sole advertising rights to the Lobby area.
- The Magicians will pay a pro-rata fee of $1,600 per year for utility use of the rented premises, subject to up to a 2 percent increase each year.

RECOMMENDED ACTION:
By Motion: Approve the amended rental agreement between the City of Richfield and the Minnesota Magicians.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
The Minnesota Magicians have played at the Richfield Ice Arena since 2013 and have leased the locker room since 2014.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   Contracts require Council approval.

C. **CRITICAL TIMING ISSUES:**
   The Minnesota Magicians next season starts in September 2019.

D. **FINANCIAL IMPACT:**
   The locker room project was funded by an internal loan in the amount of $600,000 and will be paid back by rental payments received by the Magicians over a fifteen-year period.

E. **LEGAL CONSIDERATION:**
   The City Attorney has reviewed and prepared the agreement.

**ALTERNATIVE RECOMMENDATION(S):**
Delay or reject approval of the amended rental agreement.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

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<th>Description</th>
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<td>Magicians Agreement</td>
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AMENDED RENTAL AGREEMENT

This amended rental agreement is made this ___ day of September, 2019, by and between THE CITY OF RICHFIELD ("Landlord") and the Minnesota Junior Hockey Group LLC, d.b.a. Minnesota Magicians ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Rental Agreement on September 1, 2014; and

WHEREAS, the parties have agreed to enter into this Amended Agreement, which shall supersede the original 2014 Rental Agreement.

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follow:

ARTICLE I.
Rented Premises

1.1 Landlord does hereby rent demise, and let unto Tenant, and Tenant does hereby hire and take from Landlord, upon the terms and conditions set forth herein (the Rental Agreement), the premises shown cross-hatched on Exhibit A attached hereto and incorporated herein, consisting of 2,000 square feet of locker room space (Rented Premises), located on the level of the Richfield Ice Arena Building located at 636 East 66th Street situated in the City of Richfield, Hennepin County, Minnesota (the "Building").

ARTICLE II.
Term

2.1. The term of the Rental Agreement shall commence on September 1, ____ (the Commencement Date), shall consist of three (3) five-year intervals. and shall terminate on August 31, 2029. Either party may terminate the Agreement at the end of each five-year interval upon giving a written 90-day notice to the other party. Unless notice to terminate is given, the Agreement will automatically extend for the next five-year interval.

2.2. If, at the termination of this Rental Agreement for reasons other than default or breach by Tenant, Landlord decides to rent the Rented Premises to a third party, Tenant shall have the right, for a period of one year after the termination date, to match or exceed any proposed and/or actual Rental Agreement for the Rented Premises which is acceptable to the Landlord, and if the Tenant elects in writing within 15 days of the date of receipt of the proposed and/or actual Rental Agreement, then the parties hereto shall execute such a rental agreement.

ARTICLE III.
Rent

3.1 Tenant shall pay to Landlord as the "Base Rent" monthly rent in the amount of $4,166.00 per month. Said Base Rent shall be payable in advance, on or before the first (1st) day of each and every month, commencing on the Commencement Date, and continuing during the Term. Tenant will owe no base rent for the month of September 2019. Landlord agrees to give Tenant one additional month rent-free at a date to be mutually-agreed upon, but no earlier than September 1, 2022. Tenant will only be eligible for the two rent-free months if
Tenant is current with all other obligations to Landlord and not in default of this Rental Agreement.

3.2 As an incentive program each year between April 1 and September 31, Landlord will provide Tenant the opportunity to reduce their monthly base rent payment(s) by securing new ice programs and/or events that produce new additional ice rental sales for the Richfield Ice Arena during identified non-prime hours, as defined in 5.3. Tenant will receive a rebate equal to 20% of the purchase of ice rental paid by the Tenant, for programs and events conducted by the Tenant. Tenant will be eligible to earn a rebate up to but not to exceed $9,000 annually, to be applied to the monthly base rent payment(s) on the months of January and July.

ARTICLE IV.
Nonpayment

4.1 Except as otherwise expressly provided herein, Tenant covenants and agrees that if at any time it fails to pay any amount required by the Rental Agreement, or to obtain, pay for, maintain, or deliver any of the insurance policies herein provided for, or fails to make any other payment or perform any other act required to be made or performed by the Rental Agreement, then Landlord, without notice to or demand upon Tenant, without waiving or releasing Tenant from any obligation of Tenant contained in the Rental Agreement, and without any obligation to do so, may effect any such insurance coverage and pay premiums therefor and may make any other payment or perform any other act on the part of Tenant to be made and performed as provided in the Rental Agreement, in such manner and to such extent as Landlord may deem reasonably desirable, and in exercising such right to pay necessary and incidental costs and expenses. All sums so paid by Landlord and all necessary and any such act by Landlord, together with interest thereon at the maximum rate permitted by law, whichever is less, from the date of making of such expenditure by Landlord, shall be payable to Landlord as Additional Rent, and except as otherwise provided for in the Rental Agreement, shall be payable on demand or at the option of Landlord may be added to any monthly rental then due or thereafter becoming due under the Rental Agreement. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of default by Tenant in payment of rent.

ARTICLE V.
Ice Rental, Concessions, and Alcohol Sales

5.1 As part of this agreement, Landlord will provide Tenant free ice time for games each year between September 1 and May 1. Landlord reserves the right to exclusively operate the concessions out of the existing concession facility during all games. The ice time in this section applies only to the Minnesota Magicians of North America Hockey League.

5.2 Landlord will provide free practice ice time for Tenant each year between September 1 and May 1 during non-prime hours as defined in 5.3. The ice time in this section applies only to the Minnesota Magicians of North America Hockey League.

5.3 For the purchase of additional ice rental beyond 5.1 and 5.2, Landlord will offer the following ice rental rates to Tenant:

October 1st through March 31st
Prime time Full rate (5pm-12am Monday through Friday, 8:00am-10pm Saturday's and Sunday's)
Non-prime $35 off (6am-5pm Monday through Friday, 6am-8:00am and 10pm-12am Saturday's and Sunday's)

April 1st through September 31st
Prime time Full rate (5pm-12am Monday through Thursday and Sunday 3pm-12am)
Non-prime $35 off (6am-5pm Monday through Thursday, All day Friday and Saturday, Sunday 6am-3pm)

These rates will adjust with Richfield Ice Arena’s yearly increase of prime and non-prime ice rates. Landlord will not increase the prime and non-prime ice rates more than $5 per year.

5.4 The Landlord will hold sole concession rights in the lobby concession stand

5.5 The Tenant will hold sole alcohol rights in Rink One during Magician games in accordance with State Statutes. Tennant will hold sole concession rights, for up to but not exceeding four menu items, that are serviced in Rink One during Magician games.

ARTICLE VI.
Utilities and Maintenance Expense
6.1. Tenant shall pay its pro rata share of all charges for electricity, light, air conditioning and power with the rented premises and the charges thereof shall be deemed additional rent. Because the Rented premises are not metered separately, the prorated share shall be $1,600 per year, subject to a 2% increase per year beginning January 1, 2015 and payable in two annual payments on August 1 and February 1.

ARTICLE VII.
Repairs, Cleaning, Maintenance and Alterations
7.1 Tenant shall perform regular cleaning duties to the Rented Premises. Tenant, during the Term and at Tenant’s expense, will keep the Rented Premises and appurtenances and every part thereof in good order, condition, cleanliness, and repair, including, without limitation, the maintenance, repair, and replacement, if necessary, of all interior walls, partitions, doors, and windows, including the regular painting thereof. Tenant shall promptly notify Landlord of any necessary maintenance, repairs, or replacements. Landlord will arrange repairs that are covered under construction warranty of the Rented Premises. When used in this provision, the term repairs shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. If Tenant does not keep and maintain the Rented Premises as herein provided, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord, as Additional Rent, the cost thereof forthwith, plus interest at the rate of 10% per annum from the date of making such expenditure by Landlord, upon being billed for the same. All damage or injury to the Rented Premises and to its fixtures, appurtenances, and equipment caused by Tenant moving property in or out of the Rented Premises or by installation, removal of furniture, fixtures, equipment, or other property by Tenant, its agents, contractors, servants, or employees, or resulting from any other cause of any other kind or nature whatsoever due to
carelessness, omission, neglect, improper conduct, or other causes of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations, or replacements, the same may be made by Landlord and the same shall be at the expense of Tenant and collectible as Additional Rent or otherwise, and shall be paid by Tenant to Landlord within five (5) days after rendition of a bill or statement therefor.

7.2 A list of initial improvements by Tenant includes lockers, stalls, mounted television and goal horn. Except as otherwise provided herein, no additional improvements, alterations, or replacements shall be made to the Rented Premises or any portion thereof without the prior written consent of Landlord. Such written consent will indicate the owner of such improvements, alterations and replacements if removed from the rented premises or building after termination of the rental agreement.

7.3 Notwithstanding any other provision contained herein to the contrary, Landlord shall repair, at its expense, the structural portions of the Building; provided, however, where structural repairs are required to be made by reason of the acts of Tenant, the costs thereof shall be borne by Tenant and payable by Tenant to Landlord upon demand.

7.4 Landlord covenants to Tenant that it will continue to reasonably provide for the removal of snow from the parking lot and sidewalks and for the maintenance and repair work on the building exterior all for the benefit of users of the building, including Tenant.

**ARTICLE VIII.**

**Insurance**

8.1 Landlord shall at all times during the Term keep the Building insured against loss or damage by fire and against those perils included from time to time in the standard form of extended coverage insurance endorsement, including but without limiting the generality of the foregoing, wind storm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, and smoke damage, and such other coverage as may be deemed necessary by Landlord.

8.2 Tenant shall insure the contents of the Rented Premises owned by Tenant, for the benefit of Tenant, against lose or damage by fire, windstorm, or other casualty for such amount as Tenant may desire.

8.3 Mutual Waiver of Subrogation. Landlord and Lessee hereby waive any and all rights of recovery against each other for any loss or damage to the Rented Premises and/or the Building or the contents contained therein on account of fire or other casualty or for injuries sustained on the Rented Premises and/or the Building, provided such loss or damage is insured under a policy carried by Lessor or Lessee at the time of such loss or damage. The aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation on behalf of the respective insurance carriers.

8.4 Tenant shall also, as Additional Rent hereunder and at Tenant’s sole cost and expense, but for the mutual benefit of Landlord and Tenant, as named insureds, maintain during the Term (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Rented Premises, and on, in, or about the adjoining lands, such insurance to afford protection to the limit of not less than Five Hundred
Thousand and no/100 Dollars ($500,000.00) in respect to injury or death to a single person, and to the limit of not less than one Million and no/100 Dollars ($1,000,000.00) in respect to any one (1) accident and to the limit of not less than Three Hundred Thousand and no/100 Dollars ($300,000.00) in respect to any property damage; and (b) steam boiler insurance on all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require.

8.5 All policies of insurance required to be maintained by Tenant shall be written in companies satisfactory to Landlord, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to Landlord. Such policies shall be delivered to Landlord endorsed "premium paid" by the company or agency issuing the same or accompanied by another evidence satisfactory to Landlord that the premiums thereon have been paid, not less than (10) days prior to the expiration of any then current policy.

ARTICLE IX.
Quiet Enjoyment

9.1 Landlord represents and warrants that it is the lawful owner of the Rented Premises; that it has the full right and power to make the Rental Agreement; that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Rented Premises during all of the Term.

ARTICLE X.
Destruction By Fire

10.1 If the Building or any portion thereof is damaged or destroyed by fire or other casualty, however or by whomever caused, Landlord shall repair, rebuild, and restore the same with due diligence and dispatch (subject to the approval of the holders of any mortgages on the Building) so that the Building will be restored to at least the same good order and condition as existed prior to damage or destruction. If more than twenty five percent (25%) of the Rented Premises is damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole discretion, to decline to rebuild. If Landlord so declines, this Rental Agreement shall terminate as of the date of such damage or destruction. If Landlord elects to repair the Building, and if such damage in the reasonable opinion of the Landlord renders the entire Rented Premises unfit for Tenant's normal business purposes, and Tenant by reason thereof discontinues business in the Rented Premises, Base Rent and Additional Rent shall be abated for a period during which no part of the Rented Premises is fit for such business purposes and during which time Tenant discontinues business. If such damage renders only part of the Rented Premises unfit for Tenant's normal business purposes, Base Rent shall be apportioned on a square foot of Rented Premises area basis and the proportion thereof applicable to each part of the Rented Premises upon which Tenant discontinues its business operations shall be abated for the period during which such part is not fit for Tenant's normal business purposes and during which Tenant discontinues such business operations.

10.2 Tenant will repair and replace all improvements and betterments placed upon the Rented Premises by it, and such repair and replacement shall be made at its own expense and not at the expense of Landlord.

ARTICLE XI.
Assignment and Subletting
11.1 Tenant shall not assign or sublease any of its rights under the Rental Agreement of any part of the Rented Premises without prior written consent from Landlord, which consent shall not be unreasonably withheld by Landlord. No such assignment or subleasing shall in any event relieve Tenant from any of its obligations contained in the Rental Agreement, nor shall any assignment or transfer of the Rental Agreement be effective unless the assignee or transferee shall, at the time of such assignment or transfer, assume in writing all the terms, covenants, and conditions of the Rental Agreement to be performed thereafter by Tenant and shall agree in writing to be bound thereby. Tenant agrees to pay on behalf of Landlord any and all costs of Landlord, including reasonable attorneys’ fees occasioned by such assignment or transfer.

ARTICLE XII.
Defaults of Tenant

12.1 If during the Term Tenant shall default in fulfilling any of the covenants of the Rental Agreement (other than the covenants for the payment of Base Rent or Additional Rent), Landlord shall give Tenant notice of any default or of the happening of any contingency referred to in this paragraph, and if at the expiration of twenty (20) days after the service of such notice the default or contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of twenty (20) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with due diligence, Landlord, at its option, may terminate the Rental Agreement, and upon such termination, Tenant will quit and surrender the Rented Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

12.2 If Tenant shall default in the payment of the Base Rent or Additional Rent expressly reserved hereunder, or any part of the same, and such default shall continue for ten (10) days after notice thereof by Landlord, or if the Rental Agreement shall expire as provided in Paragraph 12.1 of this Article, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter the Rented Premises and remove all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Rented Premises, together with all additions, alterations and improvements, without reentry and repossession working forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the Term hereof. Upon the expiration of the Term of the Rental Agreement by reason of any of the events described in Paragraph 12.1, or in the event of termination of the Rental Agreement by summary dispossession proceedings or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of the Rental Agreement on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), or upon Landlord recovering possession of the Rented Premises in the manner or in any of the circumstances whatsoever, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or a breach of the Rental Agreement on the part of Tenant, Landlord may, at its option, at any time and from time to time, relet the Rented Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Rented Premises, including legal expenses and attorneys, fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions, and charges paid, assumed, or
incurred by Landlord in reletting the Rented Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term of the Rental Agreement as originally granted or for a longer or shorter period. In any such case or whether or not the Rented Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of the Rental Agreement, as the case may be, and thereafter, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the Term of the Rental Agreement the equivalent of the amount of all the Base Rent and Additional Rent reserved herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which at the time of such termination of the Rental Agreement for such recovery of possession of the Rented Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Base Rent and Additional Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Rented Premises for the balance of such Term.

12.3 The specified remedies to which Landlord may resort under the terms of the Rental Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of the Rental Agreement. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of the Rental Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Base Rent or Additional Rent, with knowledge of breach of any covenant hereof (other than the payment of Base Rent or Additional Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Rental Agreement shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies provided in this Rental Agreement, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of the Rental Agreement.

ARTICLE XIII.
Attorneys’ Fees

13.1 If it is necessary for Landlord to retain the services of an attorney at law to enforce any of the terms, covenants, or provisions hereof, or to collect any sums due hereunder, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the reasonable cost of such services.

ARTICLE XV.
Condition of Rented Premises at Termination

15.1 At the termination of the Rental Agreement by lapse of time or otherwise, Tenant shall return the Rented Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear, damage, or destruction as described in Article 10 herein.

ARTICLE XVI.
Holding Over

16.1 In the absence of any written agreement to the contrary, if Tenant should
continue to occupy the Rented Premises following the expiration of the Term of the Rental Agreement, Tenant shall so remain as a tenant from month to month and all provisions of the Rental Agreement applicable to such tenancy shall remain in full force and effect. During such tenancy, the same Base Rent and the same terms and conditions as prevailed during the last month of the Term demised shall prevail. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a holdover tenant and if Tenant continues to occupy the Rented Premises following the termination of such holdover (by a proper notice as to such month to month tenancy), then the foregoing provisions of this Article shall apply in the same manner as when Tenant continued in occupancy following the expiration of the Term of the Rental Agreement.

ARTICLE XVII.
Use of Rented Premises

17.1 The Rented Premises shall be used only for the operation of the Minnesota Junior Hockey Group LLC, d.b.a. Minnesota Magicians. Tenant shall not use or occupy the Rented Premises or knowingly permit the Rented Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Rented Premises or cause the value or usefulness of the Rented Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

ARTICLE XVIII.
Permits

18.1 Tenant shall maintain in force and effect all permits, licenses, and similar authorizations to use the Rented Premises for the aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. Tenant's failure to maintain such permits, licenses, and similar authorizations shall not relieve Tenant from the performance of its obligations and covenants hereunder (except obligations and covenants as may be prohibited by law), nor from the obligations to pay Base Rent or Additional Rent, as set forth herein. Tenant shall, at Landlord's request, in its capacity as Tenant, and not in its capacity as owner of the land underlying the Building, join with Landlord in executing, acknowledging, and delivering any and all petitions, consents, subordinations, plats, or easement deeds that may be required for the installation of any utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting, or other similar development of the Rented Premises, which do not affect Tenant's use of the Rented Premises during the Term of the Rental Agreement.

ARTICLE XIX.
Compliance with Law

19.1 Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Rented Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Rented Premises during the Term of the Rental Agreement. Nothing herein contained, however, shall prohibit Tenant from appealing from or contesting the validity or legality of such laws, ordinances, requirements, orders, or directions and, notwithstanding the foregoing provisions of this Article, Tenant shall not be deemed to be
in default hereunder so long as Tenant diligently prosecutes such appeal or contest.

ARTICLE XX.
Lessor's Access to Premises

20.1 Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Rented Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances rules, regulations, or requirements of any public authority. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of the Rental Agreement, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Rented Premises, reasonably keep and store upon the Rented Premises all necessary materials, tools, and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Rented Premises, or on account of bringing materials, supplies, and equipment onto or through the Rented Premises during the course thereof, and the obligations of Tenant under the Rental Agreement shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with the doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

ARTICLE XXI.
Indemnity

21.1 Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done by Tenant, or any of its agents, contractors, employees, or licensees in, on or about the Rented Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Rental Agreement from any condition of the Rented Premises arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Rental Agreement, or arising from any act of negligence of Tenant, or any of its agents, contractors, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation occurring during the Term of the Rental Agreement, in the Rented Premises, and from and against all costs, reasonable attorneys, fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. However, nothing in this Rental Agreement shall require the Tenant to indemnify and save harmless Landlord from any claim caused by or occasioned by actions of the Landlord, its agents, contractors, employees or licensees.

ARTICLE XXII.
Estoppel Certificate

22.1 Tenant shall, at any time and from time to time, upon not less than twenty (20) days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that the Rental Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Rental Agreement is in full force and effect as modified
and stating the modifications) and the dates to which the Base Rent and Additional Rent have
been paid in advance, if any, and stating whether or not (to the best knowledge of Tenant)
Landlord is in default in the performance of any covenant, agreement, or condition contained in
the Rental Agreement and, if so, specifying each such default of which Tenant may have
knowledge, it being intended that any such statement delivered pursuant to this Article shall be
in a form approved by and may be relied upon by any prospective assignee of Landlord's
interest in the Rental Agreement or any mortgagee of the Rented Premises or any assignee of
any mortgage upon the Rented Premises.

ARTICLE XXIII.
Subordination

23.1 The Rental Agreement shall, at Landlord's election, be subject and subordinate
to the terms and conditions of all mortgages which may now or hereafter encumber the Rented
Premises and to all renewals, modifications, consolidations, replacements, and extensions of
such mortgages. In confirmation of such subordination, Tenant shall promptly execute any
certificate of subordination or other such documents which Landlord or its mortgagees may
request.

ARTICLE XXIV.
Landlord's Use of Rented Premises

24.1 Tenant shall grant Landlord the use of the Rented Premises to accommodate
skate related events for up to ____ days per year. Tenant’s Base Rent shall be prorated on a
daily basis to account for Landlord’s use of the Rented Premises during this period.

ARTICLE XXV.
Entire agreement

25.1 The Rental Agreement contains the entire agreement between the parties, and
there are no other terms, obligations, covenants, representations, statements, or conditions,
oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective
to change, modify, discharge, or effect an abandonment of the Rental Agreement in whole or
in part unless such agreement is in writing and signed by the party against whom enforcement
of the change, modification, discharge, or abandonment is sought.

ARTICLE XXVI.
Release of Lessor

26.1 If Landlord sells or otherwise transfers all of its interest in the Rented Premises,
Landlord shall, without further action by any party, be released and discharged from any
further obligation or duty under the Rental Agreement, and no claim or demand upon Landlord
shall thereafter be made by Tenant arising out of any such prospective obligation or duty of
Landlord hereunder. Upon request by Landlord, Tenant shall execute an attornment
agreement with Landlord's transferee in form satisfactory to such transferee.

ARTICLE XXVII.
Severability

27.1 If any term, condition, or provision of the Rental Agreement or the application
thereof to any person or circumstance shall, to any extent, be held to be invalid or
unenforceable, the remainder thereof and the application of such terms, provisions, and
conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Rental Agreement and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

ARTICLE XXVIII.
Short Form Rental Agreement

28.1 At the request of either party heretoo, a short form Rental Agreement shall be prepared in form and substance reasonably satisfactory to each of the parties and shall be executed by each of the parties in duplicate, such Rental Agreement to be filed for record in Hennepin County, Minnesota.

ARTICLE XXIX.
Notices

29.1 Any notice or election herein requested or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of the Rental Agreement if delivered to either party hereto and receipt is obtained therefor, or if mailed in a sealed wrapper by United states registered or certified mail, postage prepaid, properly addressed to such other party at the address hereinafter specified. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Landlord: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423
If to Tenant: Minnesota Junior Hockey Group LLC, 640 East 66th Street, Richfield, MN 55423

Each such mailed notice or communication shall be deemed to have been given to, or served upon the party to which addressed, on the date the same is deposited in the United states registered or certified mail, postage prepaid, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery thereof in the manner above provided. Either party may change the address to which mailed notice is to be sent to it by giving to the other party hereto not less than thirty (30) days, advance written notice thereof. All payments of Base Rent or Additional Rent hereunder shall be made to Landlord at the address above designated, or as may be hereafter designated.

ARTICLE XXX.
Headings

30.1 The headings incorporated in the Rental Agreement are for convenience in reference only and are not a part of the Rental Agreement and do not in any way limit or add to the terms and provisions hereof.

ARTICLE XXXI.
Binding Effect

31.1 All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

ARTICLE XXXII.
Advertising Rights

32.1 Tenant will hold sole advertising rights in Rink 1 and Rink 2 that includes dasher boards, player benches, seating sections, nets, Zamboni, scoreboard, etc., and also includes Rink One bathrooms. Landlord will hold sole advertising rights in the Arena lobby.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement the day and year first above written.

LESSOR/LANDLORD:
CITY OF RICHFIELD, a Minnesota municipal corporation

By: __________________ _________________
Its Mayor, Maria Regan Gonzalez

And By:  ________________________________________
Its City Manager, Katie Rodriguez

LESSEE/TENANT:
Minnesota Junior Hockey Group, LLC d.b.a. Minnesota Magicians, a Minnesota limited liability corporation

By:  ________________________________________
___________________________________________
___________________________________________
Its Owners

This instrument was drafted by:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN  55402
612-337-9300
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center.

EXECUTIVE SUMMARY:
The United States Postal Services operates a post office in Richfield located at 825 West 65th Street. This post office is in need of additional parking for employees and postal delivery vehicles. Wood Lake Nature Center is within walking distance of the Richfield Post Office and has the capacity to accept additional parking in the lower lot. The Postal Service has had this parking arrangement with the City for four years, and no issues were reported.

The new agreement will commence on August 1, 2019, and will be in effect for five years. Under the agreement, the Postal Service will park their vehicles in fourteen marked parking spaces in the lower lot. Postal employees will swap parking spaces during operating hours. The Postal Service will pay rent for the parking spaces in the amount of $12,000 per year.

RECOMMENDED ACTION:
By Motion: Approve the lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces at the Wood Lake Nature Center from August 1, 2019, to July 31, 2024, in the amount of $12,000 per year.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
- On February 28, 2017, City Council approved a lease renewal with the United States Postal Service for the use of fourteen parking spaces at the Wood Lake Nature Center from August 1, 2017, to July 31, 2019, in the amount of $10,080 the first year, and $10,382 the second year. This agreement will update that lease arrangement for five additional years.
- The Postal Service has had this lease agreement with the City for the past four years, paying rent for the same number of parking spaces as indicated in the renewed agreement.
- No issues have been reported and the arrangement has worked without incident for Wood Lake Nature Center and the Richfield Post Office.
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   City Council considers and executes these types of agreements for the City by policy.

C. **CRITICAL TIMING ISSUES:**
   The renewal date for the revised parking lot lease is August 1, 2019.

D. **FINANCIAL IMPACT:**
   The financial impact of this item is favorable to the Wood Lake Nature Center by providing a new revenue source from the rental of parking spaces in the amount of $12,000 per year.

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

**ALTERNATIVE RECOMMENDATION(S):**
Council may reject the attached agreement and forgo the additional rental revenue.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood Lake USPS Parking Lease</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
Ground Lease

MINNEAPOLIS - RICHFIELD BR ADDTL PRKG (266360-179)
6710 LAKE SHORE DRIVE, MINNEAPOLIS, MN 55423-9998
This Lease made and entered into by and between CITY OF RICHFIELD hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof: 14 Parking Spaces located in the lower lot.

Total Site Area: 3,000.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: $12,000.00 (Twelve Thousand And 00 /100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:
CITY OF RICHFIELD
C/O WOOD LAKE NATURE CENTER
6710 LAKE SHORE DRIVE
RICHFIELD, MN 55423-2206

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:
FIXED TERM: The term becomes effective August 01, 2019 with an expiration date of July 31, 2024, for a total of 5 Years.
4. RENEWAL OPTIONS: None

5. TERMINATION:
The Landlord may terminate this Lease at any time after year 2 by giving 180 days written notice to the USPS. The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

See Addendum

7. LEGAL DESCRIPTION:
See Attached Addendum and Exhibit
7. LEGAL DESCRIPTION:
A PORTION OF THAT PART OF GOVT LOT 7 SEC 28 LYING EASTERLY OF INTERSTATE HWY NO 35W AND THAT PART OF GOVT LOT 6 SEC 28 LYING E OF W 20 ACRES THEREOF AND SOUTHERLY OF SOUTHERLY LINE OF FAIRWOOD SHORES LYNNWOOD DUNHAMS ADDN TO RICHFIELD AND THE SOUTHERLY LINE AND ITS SOUTHWESTERLY EXTS OF LOT 7 VEHE ADDN AND THAT PART OF GOVT LOT 1 SEC 28 LYING WESTERLY OF LYNDALE AVE S ALSO BLK B FAIRWOOD SHORES ALSO LOT B LYNWOOD ALSO LOT A WOODDALE ADDN ALSO OUTLOT A M P JOHNSONS LYNDALE SHORES ON WOOD LAKE ALSO BLK 1 AND OUTLOT A AND THAT PART OF LOTS 1 AND 2 BLK 2 LYING N OF S 10 FT THEREOF ALSO THAT PART OF LOTS 12 AND 13 BLK 2 LYING N OF S 60 FT THEREOF IRWIN SHORES ALSO LOTS 11 THRU 20 INCL BLK 7 AND PARK S IN WOOD LAKE SHORES

8. OTHER PROVISIONS:
A. Postal Service shall not be authorized to park in the designated areas on two specific dates each year. These dates are:
December 31st
3rd Saturday of October

Given 180 days' written notice to the Postal Service, the City of Richfield reserves the right to utilize the space for a city sponsored event.

B. The Landlord shall be responsible for maintenance of the demised premises. The responsibility of the Landlord as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition during the Ground Lease term. Landlord shall be responsible for all other maintenance not listed above that is necessary to keep the Premises in proper condition.

9. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 6, SUBLEASE:
Section 6, Sublease has been removed from rider.

10. GENERAL CONDITIONS TO USPS GROUND LEASE, SECTION 7, ALTERATIONS:
Section 7, Alterations has been removed from the rider.
Site Plan
EXECUTED BY LANDLORD this 22 day of July, 2019

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF RICHFIELD

Name + Title: Republican City Manager

Name + Title: Republican City Manager

Landlord’s Address: C.O. WOOD LAKE NATURE CENTER 6710 LAKE SHORE DRIVE
RICHFIELD, MN 55423-2206

Landlord’s Telephone Number(s): 612-965-0575 612-965-0575

Federal Tax Identification No.: XX-XXXXX5490

Witness

a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.

b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: 8/21/19

Terence P. Brennan
Contracting Officer

Signature of Contracting Officer

Address of Contracting Officer
General Conditions to USPS Ground Lease

1. CHOICE OF LAW
This Lease shall be governed by federal law.

2. RECORDING
Not Required

3. MORTGAGEE'S AGREEMENT
If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS
a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating $10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

   1. the contracting officer; and

   2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

   1. such transfer is subject to this Lease agreement;

   2. both the original Landlord and the successor Landlord execute the standard Certificate of Transfer of Title: to Leased Property and Lease Assignment and Assumption form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES
The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE
The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment. See Addendum # 9

7. ALTERATIONS
The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. See Addendum # 10

8. CLAIMS AND DISPUTES
a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a
General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding $100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of $100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over $100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:
   1. the date the contracting officer receives the claim (properly certified if required); or
   2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service’s Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)
Clause 1-5, Gratuities or Gifts (March 2006)
Clause 1-6, Contingent Fees (March 2006)
Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)
Clause 9-3, Davis-Bacon Act (March 2006)\(^1\)
Clause 9-7, Equal Opportunity (March 2006)\(^2\)
Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)\(^3\)
Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)\(^4\)
Clause B-25, Advertising of Contract Awards (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms “supplier,” “contractor,” and “lessee” are synonymous with “Landlord,” and the term “contract” is synonymous with “Lease.”

\(^1\) For premises with net interior space in excess of 6,500 SF and involving construction work over $2,000.
\(^2\) For leases aggregating payments of $10,000 or more.
\(^3\) For leases aggregating payments of $10,000 or more.
\(^4\) For leases aggregating payments of $25,000 or more.
Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Katia Rodriguez, hereby certify to the Postal Service as follows:

[PRINT: name of potential Landlord/Supplier/Contractor]

A. (Check all that apply) I am:
   (i) _____ A Postal Service employee;
   (ii) _____ The spouse of a Postal Service employee;
   (iii) _____ A family member of a Postal Service employee; (Relationship)
   (iv) _____ An individual residing in the same household as a Postal Service employee;
   (v) _____ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
   (vi) X None of the above.

B. (Complete as applicable):
   i. I have the following job with the Postal Service (Title) ____________________________
      (Location) ____________________________
   ii. My Spouse who works for the Postal Service holds the following job:
      (Title) ____________________________
      (Location) ____________________________
   iii. My family member who works for the Postal Service holds the following job:
      (Title) ____________________________
      (Location) ____________________________
   iv. My household member who works for the Postal Service holds the following job:
      (Title) ____________________________
      (Location) ____________________________

C. If you have checked “none of the above” and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this 22 day of July, 2019 by

BY: [Insert Signature]

BY: Katia Rodriguez
[PRINT: name of entity or person]

Title: City Manager
[Insert title]

Effective March 1, 2014

Appendix A_Conflict of Interest Certification
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a resolution supporting a joint application with the City of Bloomington to the Congress for New Urbanism's 2020 Congress Legacy Project for the area surrounding the Portland Avenue and I-494 interchange.

EXECUTIVE SUMMARY:
The annual meeting of the Congress for New Urbanism (CNU) is scheduled to take place in the Twin Cities in March, 2020. As part of this annual meeting, CNU is inviting local municipalities, community-based non-profits, neighborhood organizations, and others to apply for its Congress Legacy Project (Project). The Project offers a four-day neighborhood design workshop with leading national urban design firms for projects related to the mission of CNU. Over $100,000 in pro-bono design assistance will be available to selected organizations.

The City plans to submit a joint application with the City of Bloomington for an area dubbed the "Portland Gateway." The area around the intersection of Portland Avenue and I-494 has several specific challenges that this Project could help to address, just a few of which are listed below:

- Improved design, utilization, walkability, etc. to transform the area into an attractive, vital neighborhood amenity.
- Create a mixed-use gateway node that establishes a sense of identity and community for the surrounding neighborhood.
- Improve the walkability of several busy intersections and the connection between Richfield and Bloomington.
- Consider potential I-494 interchange changes.
- The study area is immediately adjacent to an identified Area of Concentrated Poverty where greater than 50% of the residents are persons of color (ACP50).
- This Project offers an opportunity for this neighborhood to participate in future improvements.
- Improve pedestrian and bicycle circulation and access to transit stations along the new D-Line Bus Rapid Transit route.

The Council has indicated that it would like staff to take a fresh look at the I-494 Corridor. This Project offers an opportunity to start this work with a truly fresh set of eyes for only a small financial contribution. The City will partner with Bloomington to cover the matching requirement ($15,000) and costs associated with hosting
the design workshop (e.g. accommodations, meals, materials, engagement, outreach, and publicity). The City of Richfield's anticipated financial commitment is approximately $7,000.

The attached resolution of support will be submitted as part of the Project application.

**RECOMMENDED ACTION:**
By motion: Approve a resolution supporting the submittal of a joint application with the City of Bloomington to the Congress for New Urbanism's 2020 Congress Legacy Project for the area surrounding the Portland Avenue and I-494 interchange.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**
   - In anticipation of changes to the regional highway system, the area north of I-494 at Portland Avenue was guided for Regional Mixed Use several years ago. The I-494 Corridor Plan is now more than 10 years old and the Council has indicated that it may be time to revisit this vision.
   - There is a significant amount of affordable housing in the vicinity of this intersection and a desire to better connect residents with nearby retail.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   It is the City's policy to seek grant funding when available and as appropriate.

C. **CRITICAL TIMING ISSUES:**
   - Applications are due on September 13, 2019.
   - Selected organizations will be notified on or around October 4, 2019.
   - Legacy Project Workshops will take place the week of March 23-27, 2020.

D. **FINANCIAL IMPACT:**
   - The City of Richfield's financial contribution is expected to be approximately $7,000.

E. **LEGAL CONSIDERATION:**
   - None

**ALTERNATIVE RECOMMENDATION(S):**
Direct staff to cease submittal of an application for the Legacy Project.

**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>
<tr>
<td>Approximate project area</td>
<td>Exhibit</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION TO THE CONGRESS FOR THE NEW URBANISM FOR A 2020 CONGRESS LEGACY PROJECT

WHEREAS, the City of Richfield (the “City”) is a city located within the Twin Cities area and is therefore eligible to apply for the Congress Legacy Project; and

WHEREAS, the City has identified certain property for redevelopment and revitalization in an area surrounding Portland Avenue and Interstate 494 (“Portland Gateway”); and

WHEREAS, current roadway and pedestrian infrastructure in this area is an impediment to economic development, private investment, job growth, and also to public safety; and

WHEREAS, this area is home to many historically underrepresented and underserved residents and has been identified by the Metropolitan Council as an Area of Concentrated Poverty where 50% or more of residents are people of color; and

WHEREAS, this area is anticipated to be the focus of major roadway and transit projects in the near future; and

WHEREAS, the City has identified this area as a location in which there is a great opportunity to create a safer and more vibrant neighborhood; and

WHEREAS, the City has identified the City of Bloomington as a critical partner to revitalization work within this project area; and

WHEREAS, the City recognizes the need for, and benefit of, additional study of this area to support investment, improved connections, and an enhanced tax base; and

WHEREAS, the City is committed to participating fully in the Congress Legacy Project via matching funds, staff time, meeting accommodations, publicity, public outreach, and other support; and.

NOW, THEREFORE BE IT RESOLVED, that the City Council supports and otherwise affirms the submittal of joint application with the City of Bloomington for the Congress Legacy Project administered by the Congress for the New Urbanism and authorizes the Mayor and City Manager to execute any agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of September, 2019.

________________________________
Maria Regan Gonzalez, Mayor

ATTEST:

________________________________
Elizabeth VanHoose, City Clerk
Portland Gateway

Approximate Project Area
ITEM FOR COUNCIL CONSIDERATION:
Consideration of the 2019 Revised/2020 Proposed Budget resolutions adopting the 2020 preliminary property tax levy, setting truth in taxation hearing date, authorizing budget revisions, and authorizing revision of 2019 budget of various departments.

EXECUTIVE SUMMARY:
On August 27, 2019, a special City Council meeting was held for the purpose of presenting and discussing the 2019 Revised/2020 Proposed Budget and 2020 preliminary property tax levy.

At this meeting staff presented to the City Council a preliminary gross tax levy of $22,687,471 which includes a levy for general fund operations of $17,486,394, a debt service levy of $3,478,690, a tax abatement levy of $353,402, an equipment and technology levy of $815,000, and an Economic Development Agency levy of $535,985. Accordingly, the 2020 preliminary gross levy represents a 4.90% increase from the 2019 gross levy.

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

In addition, the City must certify its proposed property tax levy for payable year 2020 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2019.

The Truth in Taxation public meeting must be held between November 25 and December 30, 2019 and must occur at 6:00 p.m. or later. The City’s Truth in Taxation public meeting is scheduled for Tuesday November 26, 2019 at 7:00 p.m. at the City of Richfield Municipal Center.

RECOMMENDED ACTION:
By Motion: Adopt the attached resolutions establishing the 2020 preliminary property tax levy and proposed date for the Truth in Taxation hearing, authorizing budget revisions, and authorizing revision of 2019 budget of various departments.

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

- The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06.
- Consequently, as required by the Truth in Taxation legislation (MS 275.065) each “taxing authority” must certify its proposed property tax levy for payable year 2019 to the County Auditor on or before September 30, 2019. “Taxing authority” includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.
- In addition, each “taxing authority” with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 30, 2019. This Truth in Taxation public meeting must be held between November 25 and December 30, 2019 and must occur at 6:00 p.m. or later.

C. **CRITICAL TIMING ISSUES:**

- Along with the 2019 Revised/2020 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year’s Truth in Taxation public meeting. It is recommended that this year’s meeting be set for 7:00 p.m. Tuesday November 26, 2019.
- All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2019.

D. **FINANCIAL IMPACT:**

- The preliminary gross levy for taxes payable 2020 as presented is $22,687,471.
- The City’s tax capacity rate is anticipated to increase from 53.274% to 53.643%.
- Included in the 2020 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of $815,000 and the levy to fund the Economic Development Authority of $553,985.
- A final resolution for consideration authorizes the revision of the 2019 budget to conform to the most recent 2019 revenue and expenditure projections.

E. **LEGAL CONSIDERATION:**

None.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could adopt a lesser 2020 preliminary property tax levy or 2019 Revised/2020 Proposed budget or select other allowable Truth in Taxation hearing dates.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Resolution Adopting a Proposed Budget and Tax Levy</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution Authorizing Budget Revisions</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Resolution Authorizing Revision of 2019 Budget of Various Departments</td>
<td>Resolution Letter</td>
</tr>
</tbody>
</table>
RESOLUTION NO.
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2020

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2019 and then recertified before December 30, 2019.

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

1. The budget for the City of Richfield for the year 2020 is hereby approved and adopted with appropriations for each of the departments to be as follows:

   General Fund

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative/Executive</td>
<td>$927,410</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>961,630</td>
</tr>
<tr>
<td>Finance</td>
<td>673,000</td>
</tr>
<tr>
<td>Public Safety</td>
<td>9,847,770</td>
</tr>
<tr>
<td>Fire Services</td>
<td>4,850,230</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,629,150</td>
</tr>
<tr>
<td>Public Works</td>
<td>4,299,810</td>
</tr>
<tr>
<td>Recreation Services</td>
<td>2,029,820</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>220,000</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td><strong>$25,438,820</strong></td>
</tr>
</tbody>
</table>

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2020 which are more fully detailed in the City Manager’s official copy of the 2020 budget, are hereby found and determined to be as follows:

   TOTAL GENERAL FUND  $25,438,820

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2019, payable in 2020 for the following purposes and in the following amounts:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$17,486,394</td>
</tr>
<tr>
<td>Equipment</td>
<td>815,000</td>
</tr>
<tr>
<td>Economic Development Authority</td>
<td>553,985</td>
</tr>
<tr>
<td>Debt Service</td>
<td>3,478,690</td>
</tr>
<tr>
<td>Cedar Point Tax Abatement</td>
<td>353,402</td>
</tr>
</tbody>
</table>

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

   2 General Fund Levy includes all fiscal disparities distribution amounts.
4. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2012A, will be reduced from $141,235.50 to $128,855 due to the use surplus bond proceeds from the issue.

5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from $636,490.32 to $282,601 due to the utilization of gas and electric franchise fees.

6. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from $702,476.25 to $288,645 due to the utilization of gas and electric franchise fees.

7. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2019A will be increased from $378,840 to $388,840 to offset interest costs in the year of issuance.

8. The budget for the Housing and Redevelopment Authority of Richfield for the year 2020 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2019, payable in 2020 for the following purposes:

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing and Redevelopment Authority</td>
<td>$612,650</td>
</tr>
</tbody>
</table>

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

10. The Truth in Taxation public meeting shall be set for 7:00 p.m. November 26, 2019.

    Adopted by the City Council of the City of Richfield, Minnesota this 10th day of September 2019.

    Maria Regan Gonzalez, Mayor

ATTEST:

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

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

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

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

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

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

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

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

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of September, 2019.

__________________________
Maria Regan Gonzalez, Mayor

ATTEST:

__________________________
Elizabeth VanHoose, City Clerk
RESOLUTION NO.

RESOLUTION AUTHORIZING REVISION OF 2019 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 11580 appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2019; and

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

WHEREAS, The City Manager has requested a revision of the 2019 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2020 budget document.

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

1. That the 2019 appropriations for each department of the General Fund be amended to establish the following totals:

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative/Executive</td>
<td>$866,050</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>856,240</td>
</tr>
<tr>
<td>Finance</td>
<td>649,850</td>
</tr>
<tr>
<td>Public Safety</td>
<td>9,507,900</td>
</tr>
<tr>
<td>Fire Services</td>
<td>4,467,460</td>
</tr>
<tr>
<td>Community Development</td>
<td>1,576,100</td>
</tr>
<tr>
<td>Public Works</td>
<td>4,106,440</td>
</tr>
<tr>
<td>Recreation Services</td>
<td>1,971,560</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>210,000</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td><strong>$24,211,600</strong></td>
</tr>
<tr>
<td><strong>DECREASE</strong></td>
<td><strong>$19,020</strong></td>
</tr>
</tbody>
</table>

2. Estimated 2019 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager’s official copy of the proposed 2020 budget, are hereby revised as follows:

   **DECREASE**  $19,020

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

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of September 2019.

Maria Regan Gonzalez, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk