



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
JANUARY 22, 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) Special City Council work session of January 3, 2019; (2) City Council meeting of January 8, 2019; and (3) Special City Council work session of January 12, 2019.

**PRESENTATIONS**

1. Proclamation: Black History Month in the City of Richfield
2. Police Department Awards:
  - 2018 Officer of the Year Dylan Schultz
  - COP Officer of the Year Miranda Soldow
  - Traffic Safety Officer of the Year Nicholas Schipp

**COUNCIL DISCUSSION**

3. Hats Off to Hometown Hits

**AGENDA APPROVAL**

4. Approval of the Agenda
5. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of the adoption of a resolution supporting hazard mitigation planning efforts and adopting the Hennepin County All-Hazard Mitigation Plan.

Staff Report No. 12
  - B. Consideration of the approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity

Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2019 Sno\*ball Dance taking place February 9, 2019.

Staff Report No. 13

- C. Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Ham Bingo event taking place on March 30, 2019.

Staff Report No. 14

- D. Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Spaghetti Dinner event taking place on February 10, 2019.

Staff Report No. 15

- E. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2019.

Staff Report No. 16

- F. Consideration of the approval of a Declaration of Covenants related to the use of City property by CP II Development, LLC for the construction of a public pocket park at approximately 63rd Street East and Richfield Parkway.

Staff Report No. 17

- G. Consideration of the approval of the first reading of an ordinance amending Section 300 of the Richfield City Code to formally establish the offices of City Treasurer and City Clerk.

Staff Report No. 18

- H. Consideration of the adoption of a resolution supporting a grant application to the Minnesota Department of Employment and Economic Development for the Cedar Point II Housing redevelopment project.

Staff Report No. 19

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

### **RESOLUTIONS**

- 7. Consideration of the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services Department in 2018 and authorizing the Recreation Services Department to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

Staff Report No. 20

### **OTHER BUSINESS**

- 8. Consideration of appointments to City advisory commissions.

Staff Report No. 21

### **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.**



**CITY COUNCIL MEETING MINUTES**  
 Richfield, Minnesota  
**Special City Council Work Session**  
**January 3, 2019**

**CALL TO ORDER**

The work session was called to order by Council Member Regan Gonzalez at 6:00 p.m. in the Babcock Room.

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

*Staff Present:* Katie Rodriguez, City Manager.

<b>Item #1</b>	<b>MEET WITH CITIZEN APPLICANTS SEEKING APPOINTMENT TO THE HOUSING AND REDEVELOPMENT AUTHORITY AND ECONOMIC DEVELOPMENT AUTHORITY.</b>
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The City Council held meetings with seven applicants for appointment to Housing and Redevelopment Authority and Economic Development Authority:

- Dan Kitzberger
- Pat Elliott
- Gary Ness
- Gordon Hanson
- Catherine Ragozzino
- Erin Rykken
- Gordon Vizecky

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 8:09 p.m.

Date Approved: January 22, 2019

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Maria Regan Gonzalez  
 Mayor

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Jared Voto  
 Executive Aide/Analyst

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Katie Rodriguez  
 City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

January 8, 2019

### CALL TO ORDER

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

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

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Administrative Services Director/Assistant City Manager; Elizabeth VanHoose, City Clerk; Chris Regis, Finance Director; John Stark, Community Development Director; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

### OATH OF OFFICE OF RICHFIELD CITY COUNCIL MEMBER, MARY SUPPLE

City Clerk VanHoose administered the oath of office to Council Member Supple.

### OATH OF OFFICE OF RICHFIELD MAYOR, MARIA REGAN GONZALEZ

City Clerk VanHoose administered the oath of office to Mayor Regan Gonzalez.

Mayor Regan Gonzalez thanked those in attendance and the entire community for their support and spoke about the history of Richfield, the community coming together, setting the tone and vision for the future of Richfield, and her priorities as Mayor.

### OPEN FORUM

Debbie Goettel, 6525 James Ave, spoke regarding the historic events occurring in our communities.

Luz María Frías, 498 Owasso Hills Drive, Roseville, recognized the City Council's leadership and Mayor's vision for Richfield.

Council Members congratulated their newly sworn-in Council Member and Mayor and spoke of the work they have done together and will continue to do in the future.

**PLEDGE OF ALLEGIANCE**

Mayor Regan Gonzalez led the Pledge of Allegiance.

Council Members briefly recessed to thank their constituents in attendance.

**APPROVAL OF MINUTES**

M/Supple, S/Garcia to approve the minutes of the: (1) Special City Council work session of December 11, 2018; (2) Special concurrent City Council, Planning Commission, and Transportation Commission work session of December 11, 2018; (3) Regular City Council meeting of December 11, 2018; and (4) Special City Council meeting of December 14, 2018.

Motion carried 4-0.

<b>Item #1</b>	<p><b>COUNCIL DISCUSSION</b></p> <ul style="list-style-type: none"> <li>Hats Off to Hometown Hits</li> </ul>
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Council Member Garcia remembered former Richfield Council Member and Mayor Loren Law who passed away recently. She also remembered Carolyn Engel King and her contribution to the city. She spoke regarding the Richfield Winter Farmers Market on February 11 at 3 p.m. at the Community Center; on February 12 from 12 to 4 p.m. at Richfield History Center is an open house celebrating the history center; on February 19 from 9 to 10:30 a.m. the League of Women Voters' is hosting a Candidates Forum at City Hall for City Council Ward 3; on January 20 at 3 p.m. at the Wood Lake Nature Center is fireside stories; and Friends of the Richfield Bandshell are continuing to sell "community builders" bricks to fundraise.

Council Member Supple spoke regarding the City receiving a Local Government Innovation Award from the Humphrey School of Public Affairs for the City's efforts to strength the Richfield apartment communities and thanked the community for supporting 240 sixth graders to going to Eagle Bluff Environmental Learning Center January 15-18.

Council Member Trautmann recognized the Richfield fire fighters for their service, noting that four fire fighters had minor injuries from a recent fire in the city, and again thanked them for all they do.

Mayor Regan Gonzalez also thanked the Richfield fire fighters and thanked the community for stepping up and assisting the family that was impacted by the fire at their home. She spoke regarding the opportunity to have an excellent dinner with Richfield fire fighters and get to know them more; and the Richfield Arts Commission is looking for poems (up to 20) to be sandblasted into the sidewalk along east 66th Street, submittals are due February 14 at 3 p.m.

<b>Item #2</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Trautmann, S/Garcia to approve the agenda.

Motion carried 4-0.

<b>Item #3</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- A. Consideration of the adoption of a resolution designating an official newspaper for 2019. (S.R. No. 1)
- B. Consideration of the adoption of resolutions designating official depositories for the City of Richfield for 2019, including the approval of collateral. (S.R. No. 2)
- C. Consideration of the adoption of a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City. (S.R. No. 3)
- D. Consideration of the approval of a designation of an Acting City Manager for 2019. (S.R. No. 4)
- E. Consideration of the adoption of a resolution appointing election judges for the February 12, 2019 Special Election. (S.R. No. 5)

M/Regan Gonzalez, S/Supple to approve the consent calendar.

Motion carried 4-0.

<b>Item #4</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #5</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A TRANSITORY ORDINANCE VACATING A RIGHT-OF-WAY EASEMENT ON PROPERTY AT 1401 76TH STREET WEST (SEVEN HILLS ACADEMY). (S.R. NO. 7)</b>
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Council Member Garcia presented Staff Report No. 7 and opened the public hearing.

M/Garcia, S/Trautmann to close the public hearing.

Motion carried 4-0.

M/Garcia, S/Supple to approve a transitory ordinance vacating a portion of a right-of-way easement on property at 1401 76th Street West (Seven Hills Academy).

Motion carried 4-0.

<b>Item #6</b>	<b>CONSIDERATION OF THE DESIGNATION OF A MAYOR PRO TEMPORE FOR 2019. (S.R. NO. 8)</b>
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Mayor Regan Gonzalez presented Staff Report No. 8.

M/Regan Gonzalez, S/Trautmann to approve designation of Council Member Garcia as Mayor Pro Tempore for 2019.

Motion carried 4-0.

Item #7	<b>CONSIDERATION OF THE CITY COUNCIL'S APPROVAL OF THE MAYOR'S APPOINTMENTS OF HOUSING AND REDEVELOPMENT AUTHORITY (HRA) COMMISSIONERS. (S.R. NO. 9)</b>
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Mayor Regan Gonzalez presented Staff Report No. 9.

M/Regan Gonzalez, S/Garcia to approve the appointment of Pat Elliott as HRA Commissioner with a term expiring November 12, 2023 and appointment of Council Member Mary Supple and Mayor Maria Regan Gonzalez as HRA Commissioners with terms expiring at the end of their respective current terms on the Richfield City Council.

Motion carried 4-0.

Mayor Regan Gonzalez commented on the difficult decision the selecting a citizen for appointment and the great opportunity the Council had with meeting so many qualified candidates.

Item #8	<b>CONSIDERATION OF DESIGNATING REPRESENTATIVES TO SERVE AS THE 2019 LIAISONS TO VARIOUS METROPOLITAN AGENCIES AND CITY COMMISSIONS. (S.R. NO. 10)</b>
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Mayor Regan Gonzalez presented Staff Report No. 10.

M/Regan Gonzalez, S/Supple to designate City Council liaison appointments to various metropolitan agencies and City commissions for 2019.

Motion carried 4-0.

Item #9	<b>DISCUSSION REGARDING CITY COUNCIL ATTENDANCE AT THE 2019 NATIONAL LEAGUE OF CITIES (NLC) CONFERENCES AND THE UNITED STATES CONFERENCE OF MAYORS' 87TH WINTER MEETING. (S.R. NO. 11)</b>
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Mayor Regan Gonzalez presented Staff Report No. 11.

M/Supple, S/Trautmann to approve Mayor Maria Regan Gonzalez to attend the January 23-25, 2019, United States Conference of Mayors' 87th Winter Meeting in Washington, D.C.

Motion carried 4-0.

Item #10	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez thanked staff for their assistance in her first few days. She asked the City Council for their preference on changing the date of the first meeting in February, since the normal date on Tuesday, February 12, is the date of the special election.

Council Member agreed with a date of Monday, February 11 for the special meeting.

City Manager Rodriguez also proposed holding a special meeting on Friday, February 15 to canvass the election and also host the legislative breakfast.

Council Members agreed they were available that day.

<b>Item #11</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Trautmann that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>12/25/18</b>
A/P Checks: 273572 - 274033	\$ 1,545,177.32
Payroll: 141625 - 141940 ; 43029	637,155.40
TOTAL	\$ 2,182,332.72

<b>U.S. Bank</b>	<b>01/08/19</b>
A/P Checks: 274034 - 274354	\$ 1,915,978.63
Payroll: 141941 - 142259 ; 43030 - 43031	684,986.25
TOTAL	\$ 2,600,964.88

Motion carried 4-0.

<b>OPEN FORUM</b>
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None.

<b>Item #12</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:12 p.m.

Date Approved: January 22, 2019

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Maria Regan Gonzalez  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Katie Rodriguez  
City Manager



**CITY COUNCIL MEETING MINUTES**  
 Richfield, Minnesota  
**Special City Council Work Session**  
**January 12, 2019**

**CALL TO ORDER**

The work session was called to order by Mayor Regan Gonzalez at 8:00 a.m. in the Babcock Room.

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

<b>Item #1</b>	<b>MEETINGS WITH APPLICANTS OF THE CITY'S ADVISORY COMMISSIONS</b>
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The City Council held meetings with the following applicants for appointment to City Advisory Boards and Commissions:

- |                     |                  |                    |
|---------------------|------------------|--------------------|
| Marco Lanz          | Daniel Duvelius  | Aaron Lissarrague  |
| Lisa Elliott        | Michele Thompson | David Tufford      |
| Jeff Wright         | Rebecca Case     | Debbie Eng         |
| Lisa Rudolph        | Ken Severson     | Chelsea Knauf      |
| Dan Edgerton        | Raye Black       | James Fleming      |
| Alex Farrell        | Logan Thein      | Gary Ness          |
| Jeffrey Bruzek      | Husniyah Bradley | Jerome Plagge      |
| Peter Lavin         | Dorothy Piram    | Susan Rosenberg    |
| Dan Smieja          | Kris Anderson    | Kevin Wendt        |
| Todd Diede          | Tasha Ostendorf  | Benjamin Sunderlin |
| Katherine Goodemote | Kristine Klos    | Adam Alaihaimier   |
| Joseph Miller       |                  |                    |

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 4:10 p.m.

Date Approved: January 22, 2019

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Maria Regan Gonzalez  
 Mayor

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Jared Voto  
 Executive Aide/Analyst

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Katie Rodriguez  
 City Manager



**STAFF REPORT NO. 12**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jay A. Henthorne, Director of Public Safety/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay A. Henthorne, Director of Public Safety/Chief of Police  
1/15/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the adoption of a resolution supporting hazard mitigation planning efforts and adopting the Hennepin County All-Hazard Mitigation Plan.**

**EXECUTIVE SUMMARY:**

The City of Richfield has participated in the Hazard Mitigation planning process as established under the Disaster Mitigation Act of 2000. The Act, as part of the planning process, requires public involvement and local coordination among neighboring local units of government and businesses. The Hennepin County All-Hazard Mitigation Plan (the "Plan") includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends. The Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents, and how Hennepin County will maintain public participation and coordination. The Plan will make the county and participating jurisdictions, including the City of Richfield, eligible to receive FEMA Hazard Mitigation assistance grants.

The Plan is over 200 pages and portions of it are not public; therefore, it is not included here as an attachment. A copy is available for review at the Public Safety Department.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution supporting hazard mitigation planning efforts and adopting the Hennepin County All-Hazard Mitigation Plan.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Plan is a guide for all communities that have participated in the preparation of the Plan, and the preparation of it fulfills the requirements of the Federal Disaster Mitigation Act (DMA 2000) as administered by the Minnesota Department of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA). Hazard mitigation is any action taken to permanently reduce or eliminate long-term risks to people and their property from the effects of hazards. Natural hazards come in many forms, including: tornadoes, floods, severe storms, drought, earthquakes, winter storms, or dam failures resulting from natural disaster crises. Communities can take steps to prepare and implement mitigation techniques for almost any type

of hazard that may threaten its citizens, businesses and institutions.

- All county and municipalities adopting this plan will be eligible to receive FEMA hazard mitigation assistance grants.

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

- Section 409 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended), Title 44 CFR, as amended by Section 102 of the Disaster Mitigation Act of 2000, provides the framework for state and local governments to evaluate and mitigate all natural hazards as a condition for receiving Federal disaster assistance. A major requirement of the law is the development of a local natural hazard mitigation plan.
- The Hennepin County Multi-Jurisdictional All-Hazards Mitigation Plan has been reviewed by FEMA, has met all the criteria and has been given an “approved pending adoption” status.

**C. CRITICAL TIMING ISSUES:**

- All municipalities must approve the Plan so that it can go before the Hennepin County Board for approval.

**D. FINANCIAL IMPACT:**

- All county and municipalities adopting this plan will be eligible to receive FEMA hazard mitigation assistance grants.

**E. LEGAL CONSIDERATION:**

- N/A

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION SUPPORTING HAZARD MITIGATION  
PLANNING EFFORTS AND ADOPTING THE HENNEPIN  
COUNTY ALL-HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Richfield has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

**WHEREAS**, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

**WHEREAS**, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

**WHEREAS**, the Hennepin County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

**WHEREAS**, the Hennepin County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the Hennepin County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Hennepin County will maintain public participation and coordination; and

**WHEREAS**, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

**WHEREAS**, the Hennepin County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

**WHEREAS**, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Richfield supports the hazard mitigation planning effort and wishes to adopt the Hennepin County All-Hazard Mitigation Plan.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of January, 2019.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 13**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
1/8/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2019 Sno\*ball Dance taking place February 9, 2019.**

**EXECUTIVE SUMMARY:**

On December 14, 2018, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2019 Sno\*ball Dance taking place February 9, 2019. They will serve intoxicating liquor, wine and 3.2 percent malt liquor from 6:00 p.m. to 10:00 p.m. on Saturday, February 9, 2019, only.

They will provide food and snacks for dinner. The Blessed Trinity Catholic School has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

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

**RECOMMENDED ACTION:**

**By motion: Approve issuance of a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South for their 2019 Sno\*ball Dance taking place February 9, 2019.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

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

- Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

**C. CRITICAL TIMING ISSUES:**

- The event takes place on February 9, therefore consideration of the license is required at the City Council's January 22 meeting.

**D. FINANCIAL IMPACT:**

- The required licensing fees have been received.

**E. LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council could deny the approval of the Temporary On- Sale Intoxicating Liquor license for the Blessed Trinity Catholic School. This would mean the applicant would not be able to serve intoxicating liquor, wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Blessed Trinity Catholic staff has been notified of the date of this meeting.



**STAFF REPORT NO. 14**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
1/8/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Ham Bingo event taking place on March 30, 2019.**

**EXECUTIVE SUMMARY:**

On December 18, 2018, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Ham Bingo event taking place on March 30, 2019. They will serve intoxicating liquor, wine and 3.2 percent malt liquor from 5:30 p.m. to 9:00 p.m. on Saturday, March 30, 2019.

They will serve a hot meal and snacks for dinner. The Church of St. Peter has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve issuance of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South for their Ham Bingo event taking place on March 30, 2019.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

**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:**

- There are no critical timing issues.

D. **FINANCIAL IMPACT:**

- The required licensing fees have been received.

E. **LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council could deny the approval of the Temporary On-Sale Intoxicating Liquor license for Church of St. Peter. This would mean the applicant would not be able to serve intoxicating liquor, wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Church of St. Peter staff has been notified of the date of this meeting.



**STAFF REPORT NO. 15**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
1/8/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Spaghetti Dinner event taking place on February 10, 2019.**

**EXECUTIVE SUMMARY:**

On December 18, 2018, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South, for their Spaghetti Dinner event taking place on February 10, 2019. They will serve intoxicating liquor, wine and 3.2 percent malt liquor from 5:30 p.m. to 9:00 p.m. on Sunday, February 10, 2019.

They will serve a hot meal and dessert for dinner. The Church of St. Peter has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

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

**RECOMMENDED ACTION:**

**By motion: Approve the issuance of a Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter, located at 6730 Nicollet Avenue South for their Spaghetti Dinner event taking place February 10, 2019.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The applicant has satisfied the following requirements for the issuance of this license:
  - The required licensing fee has been paid.
  - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

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

- Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

**C. CRITICAL TIMING ISSUES:**

- The event takes place on February 10, therefore consideration of the license is needed at the City Council's January 22 meeting.

**D. FINANCIAL IMPACT:**

- The required licensing fees have been received.

**E. LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council could deny the approval of the Temporary On-Sale Intoxicating Liquor license for the Church of St. Peter. This would mean the applicant would not be able to serve intoxicating liquor, wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Church of St. Peter staff has been notified of the date of this meeting.



**STAFF REPORT NO. 16**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
1/8/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2019.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health contract with the City of Bloomington to provide public health services on Richfield's behalf for 41 years. The 2019 contractual agreement with Bloomington requires City Council approval and reflects an approximate 3% increase over the 2018 contract amount.

**RECOMMENDED ACTION:**

**By motion: Approve the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2019.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2019 reflects an approximate 3% increase over the 2018 contract amount. The contract amount for 2019 is \$255,085; with the 2018 contract amount having been \$247,656.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of the dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health subsidy.

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

- The City of Bloomington has sufficient resources to provide a professional level of public health services to Richfield residents. Annual evaluations of their services has demonstrated that they are providing effective services in a very cost efficient manner and that Richfield residents are very satisfied.

**C. CRITICAL TIMING ISSUES:**

- N/A

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The City Attorney has reviewed and approved the contents of the contract.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may choose to have Richfield provide its own public health nursing services. The costs of hiring nursing staff necessary to provide the same level of services and administrative support would be more than our current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
☐ Agreement	Contract/Agreement

**LOCAL PUBLIC HEALTH SERVICES AGREEMENT**  
**BETWEEN THE MINNESOTA CITIES OF**  
**BLOOMINGTON AND RICHFIELD**

THIS AGREEMENT is made this first day of January, 2019 (“Effective Date”) by and between **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 local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, health assessment, counseling, teaching and evaluation in the community, disease prevention and control, health planning, and program administration (“Public Health Services”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing local Public Health Services at a nominal fee to those making use of such services, and desires to contract with Bloomington to provide such Public Health Services.
- D. The governing bodies of Bloomington and Richfield are authorized by Minn. Stat. §145A.04, Subd. 5, and Minn. Stat. §471.59, Subd. 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield.
- E. Through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minn. Stat. §145A.04, Subd.1a(2).
- F. Bloomington is willing to provide such Public Health Services 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, Bloomington and Richfield agree as follows:

**AGREEMENT**

- 1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with Public Health Services as set forth in Bloomington’s Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between

Bloomington and Richfield (the "Services"). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until December 31, 2019, unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed \$255,086.00, pursuant to the terms of payment set forth in Exhibit B and incorporated herein to this Agreement.
4. **Funding.** The Parties understand and agree that each shall apply and qualify, independently and separately, for all grants, matching funds, and payments of all kinds from state, federal, and other governmental bodies relating to, or for the provision of, all Public Health Services. Except as agreed to herein, all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient shall determine, without regard to this Agreement.
5. **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.
6. **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.
7. **Amendments.** No amendments may be made to this Agreement except with the written consent of the Parties.
  8. **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.

9. **Indemnification.** To the fullest extent permitted by law, each party, and its successors or assigns, shall be liable for its acts and the results thereof and 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 acting 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. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Parties agree that liability under this Agreement is controlled by Minnesota Statutes §471.59, subdivision 1a, and that the total liability for the Parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes §466.04, subdivision 1(a). The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
  
10. **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.
  
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
17. **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.
18. **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.

19. **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.
20. **Agreement Not Exclusive.** Bloomington retains the right to perform other local public health services for other entities, in Bloomington's sole discretion.
21. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Richfield, 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.
22. **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.
23. **Authorized Agents.** Bloomington's authorized agent for purposes of administration of this contract is Bonnie Paulsen, Bloomington's Public Health Administrator, or her designee. Richfield's authorized agent for purposes of administration of this contract is Jennifer Anderson, Richfield's Health Administrator/Support Services Manager, and all Services shall be performed by or under her supervision.
24. **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: Bonnie Paulsen; [bpaulsen@bloomingtonmn.gov](mailto:bpaulsen@bloomingtonmn.gov); 952-563-8905;

Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; [jenniferanderson@richfieldmn.gov](mailto: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.

25. **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.
26. **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.
27. **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.
28. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees 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 advanced written approval. Publicity approvals may be provided electronically.
29. **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.
30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
31. **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 Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
Melissa J. Manderschied

**CITY OF RICHFIELD, MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Manager

EXHIBIT A TO LOCAL PUBLIC HEALTH SERVICES AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

1. Bloomington agrees to provide residents of Richfield with Public Health Services, which include activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources (Public Health Services), and by extending Public Health Services into the community.
2. Bloomington agrees to provide Public Health Services to the residents of Richfield in a manner consistent with the level of care and skill ordinarily exercised, and utilizing the same quality and kind of personnel, equipment and facilities, as Public Health Services are provided and rendered to residents of Bloomington.
3. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.
4. Bloomington shall require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.
5. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws.
6. It shall be Bloomington's sole responsibility to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.
7. Bloomington will communicate with Richfield relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Richfield shall request. All reports relating to the provision of Public Health Services that are given by Bloomington to the Bloomington City Council or to the Bloomington City Manager during the term of this Agreement shall also be given to Richfield.
8. Bloomington also agrees to send to Richfield an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

9. Bloomington will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2019 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.

EXHIBIT B TO LOCAL PUBLIC HEALTH SERVICES AGREEMENT BETWEEN  
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

1. Richfield shall pay Bloomington the total not-to-exceed amount of \$255,086.00 during the term of this Agreement for Public Health Services.
2. The amounts above will be paid according to the following terms:
  - a. Bloomington shall invoice Richfield for the Services identified on Exhibit A, as follows:

<b>Invoice Date</b>	<b>Amount</b>
April 15, 2019	\$63,772
July 15, 2019	\$63,772
October 15, 2019	\$63,772
January 15, 2020	\$63,770

- b. Payment shall be made within 15 days of receipt by Richfield of Bloomington's invoice.



**STAFF REPORT NO. 17**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
1/15/2019

OTHER DEPARTMENT REVIEW: Jim Topitzhofer, Recreation Services Director

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a Declaration of Covenants related to the use of City property by CPII Development, LLC for the construction of a public pocket park at approximately 63rd Street East and Richfield Parkway.**

**EXECUTIVE SUMMARY:**

On September 25, 2018, the Council approved plans for an apartment and townhome development (RF64) along 16th Avenue and Richfield Parkway between approximately Taft Park and 65th Street. CPII Development, LLC (Developer) has proposed to create a bike trail way stop, or pocket park, in a small City-owned area of land along the northern edge of their property. The park would consist of a bike "fix-it" station, public art, covered seating areas and a sign identifying the area as a City of Richfield park. The Declaration of Covenants (Declaration) memorializes and describes the responsibilities of the Developer and City in regard to this area. The agreement, and Developer's obligation to maintain the pocket park, terminates in 25 years. The City will retain ownership after that time and will be responsible for maintenance. The Declaration was prepared by the City Attorney's Office and has been reviewed by the Developer's legal counsel.

**RECOMMENDED ACTION:**

**By motion: Approve a Declaration of Covenants between the City of Richfield and CPII Development, LLC for the construction and maintenance of a public pocket park.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Council approved plans for the RF64 apartment and townhome project on September 25, 2018.
- Approvals were conditioned upon the Developer entering into an agreement with the City related to the creation of a public park on City-owned land immediately adjacent to the development.

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

- By policy, the City Council reviews, considers, and executes all City contracts, including agreements related to the Declaration of Covenants.

**C. CRITICAL TIMING ISSUES:**

- Building permits cannot be issued until the Declaration has been approved.

**D. FINANCIAL IMPACT:**

- By agreement, the Developer is responsible for the construction cost of all required items listed in the agreement and site plan. In addition, the Developer is responsible for upkeep and maintenance of the pocket park for a period of 25 years. Therefore, there is no financial impact to the City during the time of the agreement.

**E. LEGAL CONSIDERATION:**

- The Declaration was drafted by the City Attorney's office.

**ALTERNATIVE RECOMMENDATION(S):**

- None. Approvals of this project were conditioned upon the Developer entering into an agreement with the City related to the creation of a public park on City-owned land immediately adjacent to the development.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Representative(s) of CPII Development, LLC

**ATTACHMENTS:**

Description	Type
□ Declaration of Covenants	Contract/Agreement

**DECLARATION OF COVENANTS  
FOR THE BENEFIT OF THE CITY OF RICHFIELD**

THIS DECLARATION OF COVENANTS (“Declaration”) dated as of January 8, 2019, by CPII Development, LLC, a Minnesota limited liability company (“Declarant”), is given to, and in favor of, the City of Richfield, a municipal corporation under the laws of the State of Minnesota (“City”).

**RECITALS**

- A. Declarant is the owner of property in Richfield, Minnesota, legally described as: all of Blocks 1 and 2, Iverson’s Second Addition, Hennepin County, Minnesota, together with that part of vacated East 64<sup>th</sup> Street, as dedicated on the plat of said Iverson’s Second Addition, which lies Easterly of the Southerly extension of the Westerly line of Block 1, said Iverson’s Second Addition, and which lies Westerly of the Southerly extension of the Easterly line of said Block 1; excepting therefrom Lots 1, 15, and 16 of Block 1, said Iverson’s Second Addition (the “Property”).
- B. City is the owner of property in Richfield, Minnesota, legally described as: Lots 1, 15, and 16, Block 1, Iverson’s Second Addition, Hennepin County, Minnesota, subject to road (the “City Property”).
- C. Declarant has applied with the City for approval of a development plan and a conditional use permit for a planned unit development to include 218 apartments and 72 townhomes on the Property.
- D. As a condition of approval of Declarant’s development plan, City has required the construction and donation of a pocket park on the City Property (the “Park”), as depicted in the site plan attached as Exhibit A (the “Site Plan”), together with Declarant’s promise to maintain the Park for a period of years.
- E. Declarant has agreed to construct the Park according to the specifications in said Site Plan, plus signage, and has further agreed to accept full responsibility for maintaining and repairing said Park according to City standards.

- F. Declarant is willing to enter into this Declaration memorializing the obligation to construct, maintain and repair the Park as more fully set forth below.

Now, therefore, in consideration of the promises exchanged herein, the Declarant declares that the Property shall be owned, held, sold, conveyed, subject to and bound by the following covenants, and the City grants the following:

**1. Obligation to Construct/Donate.** Within 12 months from the date of this Declaration, Declarant will complete construction of the Park according to the specifications set forth in the attached Site Plan, which will include on the Park site a sign indicating the Park is available to the public. All material and fixtures comprising the Park will be, upon installation, City property.

**2. Obligation to Maintain.** Declarant, its successors and assigns, agrees to maintain and repair, at its sole expense, the Park for a period of 25 years (the "Term"), including but not limited to regular upkeep, repair and maintenance to all structures located thereon, as well as all landscaping, snow and ice removal, weeding, trimming, surface repair and reconstruction, as required to meet City standards, as reasonably determined by City in its sole discretion, and shall at all times keep the Park in compliance with the regulations of the City. The Park shall be at all times open to the public and the Declarant shall not interfere with public use except as reasonably necessary in the course of maintenance and repair.

**3. Access Easement.** In order that Declarant be able to fulfill its obligations herein, City hereby grants to Declarant, its successors and assigns, for the Term of this Declaration, a non-exclusive easement for ingress, egress and access across, over and under the City Property for the purposes of constructing, maintaining and repairing the Park as set forth herein, including the right of Declarant, its contractors, agents, employees, successors and assigns to enter the City Property at all reasonable times for the purpose of constructing, maintaining and repairing the Park. As a condition of City's grant of this easement and Declarant's use of this easement, the Declarant shall indemnify the City from any and all damages arising out of Declarant's actions while in or on the City Property.

**4. City's Rights.** The City may perform the obligations contained in this Declaration on the Declarant's behalf if the Declarant has failed to perform the obligations and such failure continues for 30 days after the City gives Declarant written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that the Declarant is making a good faith effort to complete said task. The City's notice shall specifically state which Obligations are to be performed. If the Declarant does not complete the Obligations within the required time period after such notice is given by the City, the City shall have the right to enter upon the Park to perform such Obligations. In such case, the City shall send an invoice of its reasonable operation and maintenance costs to Declarant or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Declarant fails to pay the invoice within 30 days after receipt, the City may specially assess the Property, or any portion of it, for such costs, and Declarant hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

**5. Indemnification.** Except to the extent caused by the willful misconduct or negligence of the City, its employees or agents or the general public or arising out of the default by the City and its officers, employees or agents of obligations made pursuant to a contract with Owner, including this Declaration, the Declarant indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Declarant to comply with any provision in this Declaration, or arising from or by reason of the maintenance, use, and repair of the City Property. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

**6. Agent of the City.** The City has the right to appoint an agent to carry out any of the obligations or covenants herein, provided that the City inform the Declarant of any agency appointment by written notice.

**7. Severability.** The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

**8. Notices.** All notices to be given pursuant to this Declaration must be in writing and will be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to any other place as a party may from time to time designate in writing. The Declarant and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications are sent. The initial addresses for notices and other communications are as follows:

To the City:	City of Richfield 6700 Portland Avenue Richfield, MN 55423
With a copy to:	Richfield City Attorney Kennedy and Graven, Chartered 470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402
To the Declarant:	CPII Development, LLC 317 2 <sup>nd</sup> Avenue South, Suite 800 Minneapolis, MN 55401
With a copy to:	Siegel Brill, P.A. Attn: Anthony J. Gleekel

100 Washington Ave S  
Suite 1300  
Minneapolis, MN 55401

**9. Governing Law.** This Declaration is governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

**10. Attorneys' Fees.** In case any action at law or in equity, including an action for declaratory relief, is brought by a party against the other party to enforce its rights under this Declaration, the prevailing party shall be entitled to collect from the other party reasonable attorneys' fees and other reasonable expenses, fees and costs paid or incurred by the prevailing party in connection with the action.

**11. Declaration Binding.** This Declaration and the covenants contained herein will run with the Property and will bind the Declarant and its successors and assigns and all subsequent owners of the Property or any interest therein, and the benefits will inure to the City and its successors and assigns for the term of this Declaration.

**12. Enforceable by City.** The provisions of this Declaration shall be for the benefit of and enforceable by the City.

**13. No Amendments Without City's Prior Written Approval.** This Declaration may not be amended or rescinded without the prior written approval of the City. Any purported amendment or rescission of this Declaration which has not been previously approved in writing by the City shall be null and void and of no force or effect.

**14. Counterparts.** This Declaration may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**15. Authority.** The parties hereto each represent and warrant unto each other that the party executing this Agreement on its behalf is duly authorized to enter into this Agreement and bind the party thereby, and that, as of the Effective Date, it is vested with the right to convey the easements and rights granted herein.

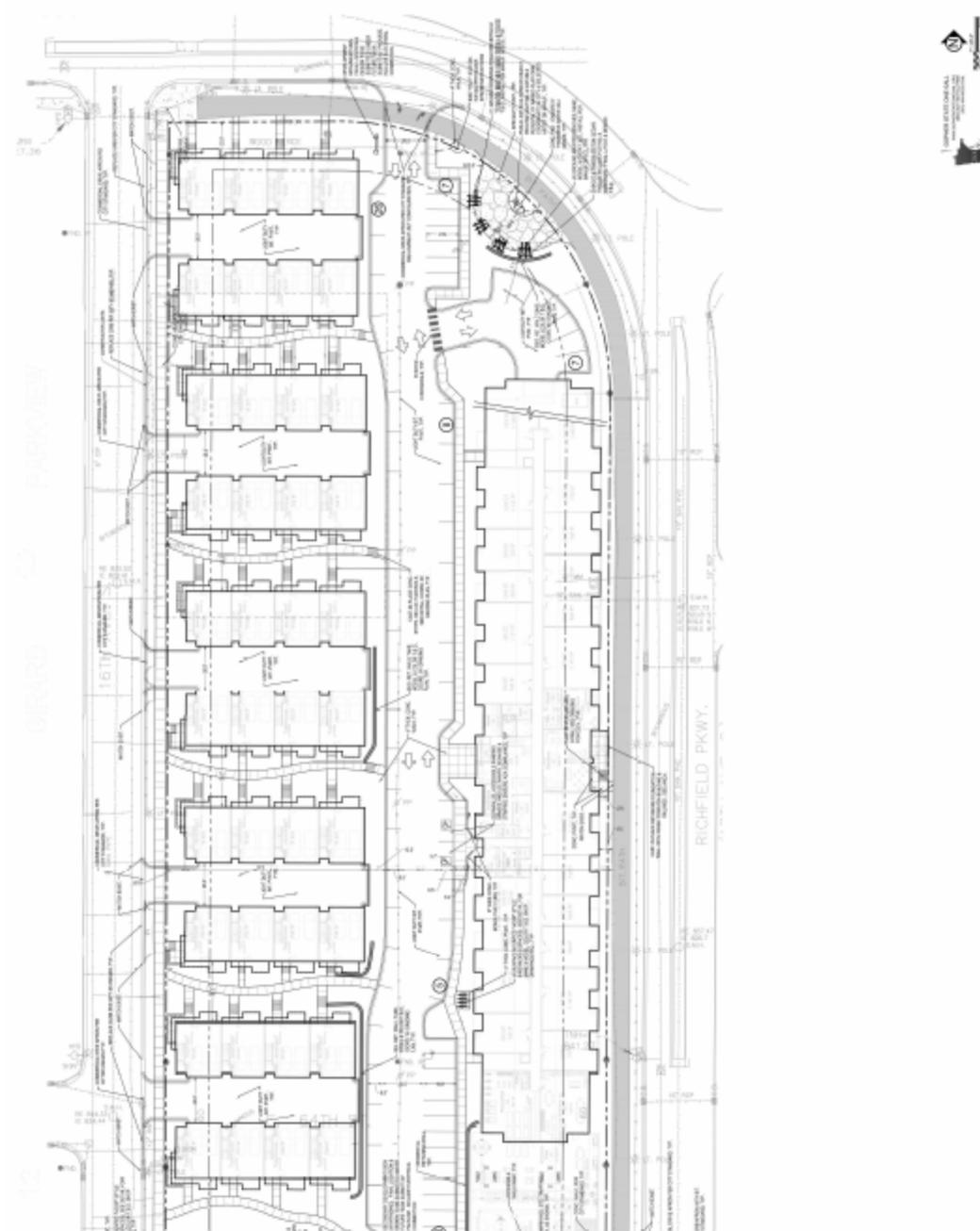
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# EXHIBIT A

## Site Plan





**STAFF REPORT NO. 18**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
1/2/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

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

**EXECUTIVE SUMMARY:**

Minnesota Statute Section 412.681 states that cities with a Council/City Manager form of government must have an office of City Treasurer and an office of City Clerk that are subordinate to the City Manager. These two offices must be created by ordinance. The current ordinance does not formally establish these offices, although they have existed in the City for some time. Therefore, as a housekeeping measure, staff is recommending that Section 300 of the Richfield City Code be amended to establish these two offices and designate the Finance Director as the City Treasurer.

**RECOMMENDED ACTION:**

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

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- N/A

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

- Minnesota Statute Section 412.681 states that Council/City Manager form of governments must have City Treasurer and City Clerk offices that are subordinate to the City Manager.
- These offices must be created by ordinance.

C. **CRITICAL TIMING ISSUES:**

- N/A

D. **FINANCIAL IMPACT:**

- N/A

E. **LEGAL CONSIDERATION:**

- N/A

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
📎 Ordinance	Ordinance

BILL NO. \_\_\_\_\_

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

**THE CITY OF RICHFIELD DOES ORDAIN:**

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

**300.23. – City treasurer.**

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

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

**300.25. – City clerk.**

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

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

Adopted this \_\_\_\_ of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 19**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Julie Urban, Housing Manager

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
1/22/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/22/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the adoption of a resolution supporting a grant application to the Minnesota Department of Employment and Economic Development for the Cedar Point II Housing redevelopment project.**

**EXECUTIVE SUMMARY:**

The Minnesota Department of Employment and Economic Development (DEED) is accepting applications for their semi-annual Redevelopment Grant Program. The Redevelopment Grant program offers grants to support redevelopment of developed/previously developed property in an effort to "recycle" the land for a more productive use. Applications are due on February 1, 2019.

City staff is proposing to submit a grant application requesting funding for the Cedar Point II Housing project to assist with demolition and infrastructure costs.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution supporting the submittal of a grant application to the Minnesota Department of Employment and Economic Development for Redevelopment Grant funds for the Cedar Point II Housing project.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Cedar Corridor Redevelopment Area was established in 2004 to provide a transition between the airport/commercial development areas to the east and the single-family residential areas to the west.
- NHH Properties (dba NHH Companies, LLC) is proposing to redevelop the Cedar Point II Housing Area with multi-family housing.
- The City Council approved a similar resolution for application to this same grant program for this particular development last January.

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

- DEED requires the applicant to submit a resolution in support of the grant application.
- It is the City's policy to seek grant funding when available and as appropriate.

**C. CRITICAL TIMING ISSUES:**

- The grant application is due on February 1, 2019.
- Funds would be awarded in March.
- The project must be completed within 5 years of the grant award date or the money returned.

**D. FINANCIAL IMPACT:**

- Grant funding is being requested for the Cedar Point II Housing project.
- DEED requires a minimum 50% local match. The match can come from any money available to the applicant, including other grants or developer funds. The Housing and Redevelopment Authority has spent and/or committed sufficient funds to count as a match for the grant request.
- If the project fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Richfield may be required to repay 100 percent of the awarded grant.

**E. LEGAL CONSIDERATION:**

- The City will be required to enter into a grant agreement with DEED, if funding is awarded.
- The City Attorney will review the grant agreement prior to execution.

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the resolution.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

	Description	Type
▢	Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION AFFIRMING AND RATIFYING CITY'S STAFF SUBMITTAL OF AN APPLICATION AND AUTHORIZING CONTRACT SIGNATURE TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) FOR REDEVELOPMENT GRANT FUNDS FOR THE CEDAR POINT HOUSING REDEVELOPMENT AREA**

**WHEREAS**, the City had identified certain property for redevelopment within the Cedar Point Housing Redevelopment Area; and

**WHEREAS**, NHH Companies, LLC has proposed a redevelopment project within the Cedar Point Housing Redevelopment Area; and

**WHEREAS**, the City approves participation in this program as a multi-jurisdictional project; and

**WHEREAS**, the City recognizes the need to, and benefit of, recycling the land for a more productive use as part of this proposed development; and

**NOW, BE IT RESOLVED**, that the City of Richfield act as the legal sponsor for the project contained in the Redevelopment Grant Program submitted on February 1, 2019 and that the City Manager is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Richfield; and

**BE IT FURTHER RESOLVED**, that the City of Richfield has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

**BE IT FURTHER RESOLVED**, that the sources and amounts of the local match identified in the application are committed to the project identified; and

**BE IT FURTHER RESOLVED**, that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Richfield may be required to repay 100 percent of the awarded grant per Minn. Stat. 116J.575 Subd. 4; and

**BE IT FURTHER RESOLVED**, that the City of Richfield has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice, and

**BE IT FURTHER RESOLVED**, that upon approval of its application by the State, the City of Richfield may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of Richfield certifies that it will comply with all applicable laws and regulation as stated in all contract agreements; and

**NOW, THEREFORE BE IT FINALLY RESOLVED**, that the City Manager is hereby authorized to execute such 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 22nd day of January, 2019.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 20**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: John Evans, Recreation Specialist

DEPARTMENT DIRECTOR REVIEW: Kris Weiby, Acting Recreation Services Director  
 1/14/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services Department in 2018 and authorizing the Recreation Services Department to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.**

**EXECUTIVE SUMMARY:**

The Richfield Recreation Services Department received a number of donations in 2018 from various individuals and organizations to fund different events and projects and require acceptance of these grants by the City Council. The Department received the following grants and donations in 2018:

<b>Date Received</b>	<b>Amount</b>	<b>Donor</b>	<b>Purpose</b>
March 2018	\$500.00	Home Depot	Ice Fishing Bowl
April 2018	\$3,158.00	Hennepin County (Youth Sports Grant)	Donaldson Park Ballfield Equipment
June 2018	\$1,348.69	MN Department of Health (SHIP Grant)	Richfield Farmers Market
July 2018	\$200.00	MN Department of Agriculture (MN Grown Grant)	Richfield Farmers Market
July 2018	\$2,460.00	Hunger Solutions (Market Bucks Program)	Richfield Farmers Market
July/August 2018	\$3,421.57	US Department of Agriculture	Free Summer Meal Program
August 2018	\$17,223.41	MN Department of Natural Resources (Conservation Partners Legacy Grant)	Prairie Restoration at Wood Lake Nature Center
August 2018	\$1,000.00	Renewing the Countryside	Richfield Farmers Market
December 2018	\$11,250.00	Hennepin County	Organics Recycling Program
December 2018	\$1,575.00	Hennepin County	Purchase of recycling containers

**RECOMMENDED ACTION:**

By motion: Adopt a resolution accepting grants and donations received by the Richfield Recreation Services Department in 2018 and authorizing the Recreation Services Department to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- Provided in the Executive Summary.

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

- Minnesota Statute 465.03 requires every acceptance of a grant or devise of real or personal property on terms prescribed by donor be made by resolution and adopted by two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and adopted by two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. **CRITICAL TIMING ISSUES:**

- None

D. **FINANCIAL IMPACT:**

- All of the donations listed were given without obligation to provide any additional matching funds.

E. **LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

- Should Council not accept the grants, the Recreation Services Department would be required to locate alternate funding sources to cover the grant amounts.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter

**RESOLUTION NO.**

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

**WHEREAS**, Minnesota Statute 465.03 reads in part as follows:

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

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

<b>DATE</b>	<b>DONOR</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
<i>March 2018</i>	Home Depot	Ice Fishing Bowl	\$500.00
<i>April 2018</i>	Hennepin County	Youth Sports Grant: Donaldson Park Ballfield Equipment	\$3,158.00
<i>June 2018</i>	MN Department of Health	SHIP Grant: Farmers Market	\$1,348.69
<i>July 2018</i>	MN Department of Agriculture	MN Grown: Farmers Market	\$200.00
<i>July 2018</i>	Hunger Solutions	Market Bucks: Farmers Market	\$2,460.00
<i>July/August 2018</i>	US Department of Agriculture	Free Meal Program	\$3,421.57
<i>August 2018</i>	MN Department of Natural Resources	Conservation Partners Legacy Grant: Prairie Restoration at Wood Lake Nature Center	\$17,223.41
<i>August 2018</i>	Renewing the Countryside	Farmers Market	\$1,000.00
<i>December 2018</i>	Hennepin County	Organics Recycling Program	\$11,250.00
<i>December 2018</i>	Hennepin County	Purchase of recycling containers	\$1,575.00

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

That the City Council of the City of Richfield hereby accepts the grants and donations as listed above, received in 2018, and authorizes the City to administer the funds in accordance with grant agreements and terms prescribed by donors.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of January, 2019.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 21**  
**CITY COUNCIL MEETING**  
**1/22/2019**

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Katie Rodriguez, City Manager  
1/16/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/16/2019

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of appointments to City advisory commissions.**

**EXECUTIVE SUMMARY:**

Terms of several City advisory commission members expire on January 31, 2019. In addition, due to resignations there are mid-term vacancies that should be filled. Terms for advisory commissions are for three years.

The City Council directs the City Manager's office to conduct an annual recruitment seeking applicants to fill the vacancies. This recruitment includes a press release and information on the City's website and social media platforms. Applicants were interviewed at a work session held on January 12, 2019.

To ensure a quorum at future advisory commission meetings, the City Council should make advisory commission appointments at the January 22, 2019, City Council meeting.

**RECOMMENDED ACTION:**

**By motion: Appoint persons to fill the expiring or vacant terms on City advisory commissions.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- This information is contained in the Executive Summary.

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

- City advisory commissions were established by City ordinance or resolution.

C. **CRITICAL TIMING ISSUES:**

- Several terms of City advisory commission members expire on January 31, 2019.
- To ensure a quorum at future advisory commission meetings, the City Council should make appointments at the January 22, 2019, City Council meeting.

D. **FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ 2019 Vacancy List	Backup Material

**ADULT COMMISSION VACANCIES**

Term Expires

**ADVISORY BOARD OF HEALTH**

	January 31, 2022
	January 31, 2022
	January 31, 2022

**ARTS COMMISSION**

	January 31, 2022
	January 31, 2022

**CIVIL SERVICE COMMISSION**

	January 31, 2022
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**COMMUNITY SERVICES COMMISSION**

Mid-term vacancy

	January 31, 2021
	January 31, 2022
	January 31, 2022
	January 31, 2022

**FRIENDSHIP CITY COMMISSION**

	January 31, 2022
	January 31, 2022

**HUMAN RIGHTS COMMISSION**

Mid-term vacancy

Mid-term vacancy

	January 31, 2020
	January 31, 2021
	January 31, 2022

**PLANNING COMMISSION**

	January 31, 2022
	January 31, 2022

**TRANSPORTATION COMMISSION**

Mid-term vacancy

	January 31, 2020
	January 31, 2022
	January 31, 2022
	January 31, 2022