



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JULY 27, 2021
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

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. Individuals who wish to address the Council must have registered prior to the meeting.

Approve the Minutes of the (1) Joint City Council/HRA/Planning Commission Meeting of June 21, 2021; (2) Special City Council Meeting of July 6, 2021; and (3) City Council Meeting of July 13, 2021.

AGENDA APPROVAL

1. Approval of the Agenda
2. **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 a resolution to withdraw the City of Richfield from the Regional All-Hazards Incident Management Organization Joint Powers Agreement and approve the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization (IMO).

Staff Report No. 112
 - B. Consider the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2022.

Staff Report No. 113
 - C. Consider the approval of engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2021 through 2025.

Staff Report No. 114
 - D. Consider the appointment of youth members to City advisory board/commissions.

Staff Report No. 115

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

PROPOSED ORDINANCES

4. Consider the second reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and a resolution authorizing a summary publication of said ordinance.

Staff Report No. 116

5. Consider the approval of the second reading of an ordinance amending Section 1105 of the Richfield City Code relating to licensing of arcades.

Staff Report No. 117

CITY MANAGER'S REPORT

6. City Manager's Report

CLAIMS AND PAYROLLS

7. Claims and Payroll

COUNCIL DISCUSSION

8. Hats Off to Hometown Hits

9. 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

Concurrent City Council, Housing and Redevelopment Authority and Planning Commission Work Session

June 21, 2021

CALL TO ORDER

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

Council Members

Present: Maria Regan Gonzalez, Mayor; Mary Supple, Ben Whalen and Sean Hayford Oleary and Simon Trautmann

Council Members

Absent: None

HRA Members

Present: Mary Supple, Chair; Maria Regan Gonzalez; Sue Sandahl and Lee Ohnesorge

HRA Members

Absent: Erin Vrieze Daniels

PC Members

Present: Kathryn Quam, Chair and Brendan Kennealy;

PC Members

Absent: Brian Pynn; Brett Stursa; Susan Rosenberg and Jim Rudolph

Staff Present:

Katie Rodriguez, City Manager; John Stark, HRA Executive Director/Community Development Director; Melissa Poehlman, Assistant Community Development Director; and LaTonia DuBois, Administrative Assistant.

Others Present:

Amy Gudmestad, MICC; Ben Lentz MICC; Bob Cunningham, Inland Development Partners; Daniel Oberpriller, Northbay; Michael Stoddard, DJR Architecture.

Item #1

INTRODUCTION AND PRELIMINARY DISCUSSION OF FUTURE PLANS FOR THE MINNESOTA INDEPENDENCE COLLEGE AND COMMUNITY.

Assistant Community Development Director Poehlman gave background information about Minnesota Independence College and Community (MICC) and introduced Amy Gudmestad and Bob Cunningham.

Bob Cunningham explained he is part of the development team for the MICC and Bumpy Lane development.

Amy Gudmestad explained who MICC is, what the program offers, history and success of the program and how the program continues to grow and the need for more space to extend the program. Amy Gudmestad spoke of partnerships with MICC and local businesses. Amy Gudmestad expressed gratitude and the benefits of being located in Richfield, the assistance offered by Richfield Police and Fire departments and invited policy makers to visit MICC for a tour.

Bob Cunningham explained the development currently envisioned and shared a power point of the development concept, explained the housing units would be available to students, graduates and all residents of Richfield at affordable or low income rates. Requested feedback on the vision, if it is an appropriate land use and hopes of a future resolution of support from the Housing and Redevelopment Authority and City Council to apply for various funding mechanisms and requested assistance of City staff to assist the development team with offering affordable and low income housing options.

Council Member Whalen inquired about the current location within the Colony Apartments.

Amy Gudmestad explained that this development would be in addition to the space used at the Colony Apartments, but fewer units at the Colony Apartments would be occupied by MICC.

Commissioner Ohnesorge inquired about the number of graduates for the current year.

Planning Chair Quam asked if all units would be affordable and how many would be available to the community outside of MICC.

Bob Cunningham explained the goal is to have all units at low income or affordable levels and the mix of MICC members and graduates and other community members would be about 50/50.

Chair Supple inquired about unit sizes.

Bob Cunningham explained current unit size visions.

Council Member Trautmann inquired about how many units would be ADA Accessible and if there would be any tax revenue from the non-profit organization that would own the property.

Bob Cunningham stated that the development team would be asking for Tax Increment Financing and mentioned that they would have more than the minimum requirement of Accessible units, but more programming is yet to come.

Mayor Regan Gonzalez supported the proposal overall and encouraged MICC to reach out to get Best Buy involved with the program. Spoke of the opportunity to be an example by building partnership with local businesses and MICC.

Council Member Hayford O'Leary commented on the land use and inquired about if this would be a tax base development and concerns with the project and the residential units in the area.

Chair Supple inquired about parking.

Bob Cunningham stated the current plan is to have all surface parking, but that they would be looking into the possibilities of having underground parking as well.

Council Member Whalen shared that he would like to see units affordable at 30% Area Median Income and a variety of affordability levels and would also like to see the design on the building incorporate business partnerships.

Planning Chair Quam inquired about zoning changes and potential Comp Plan changes.

Assistant Community Development Director Poehlman explained current zoning and possible changes that would be required in the future.

Item #2	DISCUSSION OF A NEW DEVELOPMENT PROPOSAL FOR THE PROPERTY AT 101 66TH STREET EAST (SITE OF THE PREVIOUSLY APPROVED EMI DEVELOPOMENT).
----------------	---

Community Development Director Stark reminded policy makers of the history of the development site and recommended the development team to hold neighborhood meetings, and introduced Michael Stoddard, DJR Architecture and Daniel Oberpriller, Northbay Company.

Michael Stoddard shared the proposed development plans for a mixed use building with commercial space.

Daniel Oberpriller provided further building design information, access points and parking information for the proposed development. Daniel Oberpriller informed staff and policy makers that they have closed on the property, spoke of the sustainability of the building, informed staff and policy makers they would be seeking Tax Increment Financing and would offer 20% of units at 60% of the Area Median Income.

Council Member Hayford Oleary inquired about traffic on 66th Street.

Assistant Community Development Director Poehlman explained the engineering department and Hennepin County would review the proposal and evaluate any traffic concerns.

Council member Hayford Oleary mentioned concerns around the building height and the preference to lower the building height, lighting concerns with the parking ramp and potential noise and lighting on the balcony.

Daniel Oberpriller explained.

Planning Chair Quam inquired about the six story portion of the building and the location to the houses on Stevens Avenue.

Daniel Oberpriller explained there are no houses directly across from the six story portion of the building.

Assistant Community Development Director explained the lot directly across from the six story portion of the building is a retaining pond and a home would not be developed at that location.

Planning Chair Quam inquired about the main entrance and exit and inquired about how the lighting may affect homes and mentioned it would be more desirable to spread out units on top of the one story commercial space to reduce the six story portion.

Mayor Regan Gonzalez mentioned concerns around the building height.

Council Member Whalen also inquired about including residential units above the commercial space and the oddity of having a single story portion of a building that also has six stories.

Council Member Trautmann stated concerns about lighting from the entrance.

Mayor Regan Gonzalez stated the benefits of having a community meeting regarding the development and thanked residents for their comments and attendance.

Chair Supple inquired about green space on the lot.

Michael Stoddard explained landscaping plans and opportunities.

Chair Supple inquired about parking ratio

Daniel Oberpriller shared the proposed parking ratio.

Chair Supple echoed the desire to reduce the six story portion of the development.

Council Member Whalen stated he would like to know what the neighbors think about the proposal and other building height designs.

Chair Supple inquired about accessibility.

Michael Stoddard shared the accessibility plans.

Community Development Stark shared what the next steps and requirements would be.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:44 p.m.

Date Approved: July 19, 2021

Mary Supple
Chair

LaTonia DuBois
Administrative Assistant

John Stark
Executive Director



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Meeting

July 6, 2021

CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 11:00 a.m. in the Council Chambers.

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Simon Trautmann; and Sean Hayford O'leary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Joe Powers, City Engineer; and Blanca Martinez Gavina, Equity Administrator

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

ITEM #1	CONSIDER (1) APPROVAL OF THE BID TABULATION FOR THE 77TH STREET AND TRUNK HWY 77 IMPROVEMENTS PROJECT; (2) ADOPTION OF A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO AWARD AND EXECUTE A CONTRACT FOR CONSTRUCTION BETWEEN THE CITY AND C.S. MCCROSSAN CONSTRUCTION, INC. FOR THE 77TH ST AND TRUNK HWY 77 IMPROVEMENTS PROJECT IN THE AMOUNT OF \$22,260,863.88 WHEN ALL STATE AND FEDERAL APPROVALS HAVE BEEN GIVEN; AND (3) AUTHORIZATION FOR THE CITY MANAGER TO APPROVE CONTRACT CHANGES UP TO \$175,000 WITHOUT FURTHER CITY COUNCIL CONSIDERATION (STAFF REPORT 103)
---------	---

Council Member Trautmann read staff report 103.

City Engineer Powers provided a background of the project and the need for the meeting to avoid any fees.

Council Member Hayford O'leary asked about incremental steps for the project.

City Engineer Powers explained MnDOT is working through approvals and is hopeful to have the contract approved by the end of the week to allow for the July 21, 2021 project start date.

Council Member Supple thanked everyone involved in the project both past and present.

Mayor Regan Gonzalez echoed gratitude.

Council Member Trautmann spoke of the long road this project has taken to come to fruition.

M/Trautmann, S/Supple to (1) approve the bid tabulation for the 77th Street and Trunk Highway 77 Improvements Project; (2) Adopt the resolution authorizing the Mayor and City Manager to award and execute the contract for construction between the City and C.S. McCrossan Construction, Inc., for the 77th Street and Trunk Highway 77 Improvements Project in the amount of \$22,260,863.88 when all State and Federal approvals have been given; and (3) Authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Motion carried 4-0

ADJOURNMENT

The meeting was adjourned by unanimous consent at 11:07 a.m.

Date Approved: July 27, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

July 13, 2021

CALL TO ORDER

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

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Sean Hayford O'Leary; Ben Whalen; and Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Sam Ketchum, Acting City Attorney; John Stark, Community Development Director; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Jennifer Anderson, Health Administrator; and Kelly Wynn, Administrative Assistant

Others Present: Deirdre Coleman, Partners in Energy/CEE

PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

OPEN FORUM

No speakers.

APPROVAL OF MINUTES

M/Supple, S/Whalen to approve the minutes of the: (1) City Council Work Session of June 22, 2021; and (2) City Council Meeting of June 22, 2021.

Motion carried 5-0.

Item #1

PRESENTATION OF PROCLAMATION TO CELEBRATE THE 31ST ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT

Mayor Regan Gonzalez presented the proclamation and praised Judy Moe along with the Richfield Disability Advocacy Partnership (RDAP). The advocates have inspired many conversations on how to improve the city including the increase in accessible affordable housing.

Council Member Supple spoke of how the legislation passed to stop the practice of sub-minimum wages to persons with disabilities. She then thanked all who advocate for those who cannot and worked so hard to get this passed.

Council Member Hayford Oleary mentioned some areas that are still not accessible but continue to improve. He also spoke of the inclusive playground opening next week which is one more step in make the city more inclusive.

Council Member Trautmann thanked all the advocates along with Judy Moe and RDAP. He expressed gratitude for all the community members who continue to speak up to make the community inclusive.

Council Member Whalen echoed comments and lifted up the housing impacts associated with such strong advocacy. He spoke of the Housing and Redevelopment Authority's new member and the important conversations that have been brought to the table.

Item #2	APPROVAL OF THE AGENDA
----------------	-------------------------------

M/Whalen, S/Trautmann to approve the agenda

Motion carried 5-0.

Item #3	CONSENT CALENDAR
----------------	-------------------------

City Manager Rodriguez presented the consent calendar.

- A. Consider the first reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and schedule a second reading for July 27, 2021. Staff Report No. 104
- B. Consider the approval of the first reading of an ordinance amending Section 1105 of the Richfield City Code relating to licensing of arcades, updating several sections to bring them current. Staff Report No. 105
- C. Formally discharge the racial covenants from all City of Richfield parkland and require that staff review all future park-land acquisition titles and discharge those covenants at the time of purchase. Staff Report No. 106
- D. Consider an Acknowledgement of Receptivity of a Metropolitan Council Livable Communications Act funding award for a proposed multi-family housing development at 6501 Penn Avenue South. Staff Report No. 107
- E. Consider the approval of a ten-year use and indemnification agreement between the City of Richfield and Tom Price for the use of a 4,690 square-foot strip of land along the edge of Lincoln Field. Staff Report No. 108
- F. Consider the approval of a resolution authorizing a Limited Use Permit (LUP) between the City and State of Minnesota, Department of Transportation (MnDOT) for a non-motorized recreational trail in Trunk Highway 77 (TH 77) right-of-way as part of the 77th Street and Trunk Highway 77 Improvements Project. Staff Report No. 109

- G. Consider the approval of the Small Wireless Facility Collocation Supplemental Agreement with Cellco Partnership d/b/a Verizon Wireless, that set forth the terms and conditions of collocation on city-owned wireless support structures (light poles). Staff Report No. 110

M/Supple, S/Trautmann to approve the consent calendar

Council Member Whalen stated he has had residents reach out in support of the development at 6501 Penn. He spoke of where the project is currently at and next steps.

Council Member Trautmann expressed appreciation to staff for taking the time to remove the racial covenants associated with properties in Richfield as it is important to recognize the past and where the city continues to grow into the future.

Council Member Supple added she is pleased to see the city working together with Mr. Price and the neighborhood.

Mayor Regan Gonzalez thanked Director Markle for her work on the removal of racial covenants in the city.

Motion carried 5-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
----------------	--

None

Item #5	CONSIDER THE APPROVAL OF THE RICHFIELD ENERGY ACTION PLAN (STAFF REPORT NO. 111)
----------------	---

Council Member Whalen presented staff report 111.

Sustainability Specialist Lindholm presented on Richfield's Energy Action Plan along with Deirdre Coleman, Partners in Energy/CEE:

- What Partners in Energy is;
- Planning support;
- Implementation support;
- Xcel Energy benefits;
- Energy Action Team; and
- Plan Framework
 - Richfield's energy vision
 - Plan goal
 - Focus areas
 - Targets

Council Member Hayford O'Leary asked where the 15% comes from.

Sustainability Specialist Lindholm explained it is a goal that is between achievable and ambitious.

Deirdre Coleman stated it combines all the focus area goals and applies a number to work towards.

Council Member Hayford Oleary stated the plan is encouraging and is wondering what more everyone can be doing to reduce emissions. He expressed excitement for the plan but also recognizes it is only the first step of many.

Council Member Supple thanked the Energy Action Team and asked about geothermal technology as a resident had inquired.

Sustainability Specialist Lindholm stated there are still details to be hashed out regarding renewable infrastructure and future municipal projects.

Council Member Whalen mentioned the public works building utilizes solar panels and geothermal technology. He also spoke of his support with the plan and how the ten year plan should be more audacious but will also require change on a larger stage. He then stated how he highly encourages ongoing conversations with Xcel.

Mayor Regan Gonzalez thanked staff for all their hard work and everything done around sustainable living, specifically in the last two years.

M/Whalen, S/Hayford Oleary to approve the Energy Action Plan.

Motion carried 5-0

Item #6	CITY MANAGER'S REPORT
----------------	------------------------------

City Manager Rodriguez addressed comments from residents during the last open forum. She also mentioned the exciting news of the Legislator passing new guidelines which give the city more flexibility with TIF funds to build and renovate affordable housing. She thanked Mayor Regan Gonzalez, Julie Urban and Legislators for their support and advocacy. She also supplied a brief covid report.

Council Member Whalen asked staff and HRA/EDA chairs to keep council updated with the new flexibility with TIF funds.

Mayor Regan Gonzalez expressed her excitement for the work regarding TIF and spoke of how the city will have more access to use millions of dollars that have accumulated over time. Having the access will give the city a chance to achieve affordable housing goals. She thanked Director Stark for his leadership in overcoming such a barrier and being able to expand these benefits to so many cities.

Item #7	CLAIMS AND PAYROLL
----------------	---------------------------

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

U.S. Bank	07/13/2021
A/P Checks 298015 - 298495	\$ 2,191,551.29
Payroll: 163199 – 163562 43403	<u>784,701.42</u>
TOTAL	\$ 2,976,252.71

Motion carried 5-0

Item #8	HATS OFF TO HOMETOWN HITS
----------------	----------------------------------

Council Member Hayford Oleary spoke of the Augsburg Park all inclusive playground grand opening Thursday, July 22 and encouraged all residents to come out for the event.

Council Member Trautmann stated what a privilege and blessing it has been to connect in person with constituents. He thanked the public health staff for encouraging and assisting residents to get vaccinated. He also spoke of Ever-Care Orthotics & Prosthetics and the wonderful work they are doing by providing new limbs to people and grateful for the investment in Richfield.

Council Member Whalen spoke of the Bandshell hosting music in the park in the mornings and evenings on Tuesdays. He also spoke of the 77th Underpass groundbreaking ceremony happening following by an open house at the public works building from 4-6pm and encouraged residents to stop by to ask questions.

Council Member Supple stated Bloomington Public Health will be at the Richfield Community Center from 9am-12pm. She then encouraged residents to opt in to sign up for curbside organics.

Mayor Regan Gonzalez thanked Red White and Blue Days committee for the work they have done over the years and what a success the Lil' Sparkler event was for the community. She thanked all the staff for their time and encouraged residents to volunteer for future events.

Item #9	ADJOURNMENT
----------------	--------------------

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

Date Approved: July 27, 2021

Maria Regan Gonzalez
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



STAFF REPORT NO. 112
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Mike Dobesh, Fire Services Director

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/20/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution to withdraw the City of Richfield from the Regional All-Hazards Incident Management Organization Joint Powers Agreement and approve the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization (IMO).

EXECUTIVE SUMMARY:

The Incident Management Organization (IMO) is changing the operating structure from a Joint Powers Agreement (JPA) to a Cooperative Agreement, for liability issues that have been reviewed with the League of Minnesota Cities Insurance Trust (LMCIT). In order to complete this transition, Richfield must remove themselves from the JPA and join the Cooperative Agreement (Resolution attached). This will allow participation in the IMO with an agreement that clearly defines and limits the City's liability.

RECOMMENDED ACTION:

By motion, approve the attached resolution to withdraw the City of Richfield from the Regional All-Hazards Incident Management Organization Joint Powers Agreement and approving the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization (IMO).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Richfield has been a member of the All-Hazards Incident Management team for more than 12 years. As a member of this IMO, our employees have been deployed to multiple flooding events across the state and responded to the state of New York to assist with recovery from Hurricane Sandy.

This assistance has given Richfield employees experience working on emergencies that would easily overwhelm the city's resources and instill the confidence that we have the knowledge and strategic partnerships to deal with large events.

At this time, Mike Dobesh (Fire Chief) is the only active member in the IMO for the city. There is interest from both Assistant Chiefs and a Public Works Manager to participate in the future.

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

Included in Executive Summary

C. **CRITICAL TIMING ISSUES:**

None

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

If moved from consent, Mike Dobesh will attend.

ATTACHMENTS:

Description	Type
☐ Resolution withdrawing from JPA	Resolution Letter
☐ COOPERATIVE AGREEMENT	Backup Material

RESOLUTION NO.

A RESOLUTION WITHDRAWING FROM THE JOINT POWERS AGREEMENT ESTABLISHING THE REGIONAL ALL-HAZARDS INCIDENT MANAGEMENT ORGANIZATION AND APPROVING THE COOPERATIVE AGREEMENT FOR THE MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT ORGANIZATION

WHEREAS, the City of Richfield is a signatory to and participant in the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization (the "JPA"); and

WHEREAS, participants in the JPA agreed to make available employees to be rostered for deployment and activated to respond to incidents inside and outside the State of Minnesota as requested by another local agency or unit of government; and

WHEREAS, the City of Richfield and other participants in the JPA wish to re-structure the organization so that it is no longer a joint powers entity with a board of directors, but rather a cooperative association managed by an operating committee; and

WHEREAS, the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization was prepared to govern the re-structured organization and replace the JPA; and

WHEREAS, the JPA provides that a participant may only withdraw from the JPA by resolution of its governing body declaring its intent to withdraw effective no less than ninety (90) days from the date of the resolution.

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

1. The City of Richfield hereby declares its intent to withdraw and does withdraw from the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization effective ninety (90) days from the date of this Resolution, and hereby consents to termination of the JPA. A certified copy of this resolution shall be delivered to the Chair of the Board as provided in the JPA.
2. City of Richfield's participation in the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved.
3. The Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved and a signature page shall be executed by the City Manager and delivered to the Operating Committee as provided in the Cooperative Agreement.

ADOPTED, by the City Council of the City of Richfield on this ____ day of _____, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk

**COOPERATIVE AGREEMENT
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION**

1. PURPOSE

The purpose of this Cooperative Agreement is to establish the Minnesota Statewide All-Hazards Incident Management Organization for the purpose of training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental unit. The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from Participants to the requesting agencies and governmental units. The Participants hereto do not intend, and this Cooperative Agreement shall not be construed, to form a joint powers entity pursuant to Minn. Stat. § 471.59.

2. DEFINITIONS

The following definitions apply to this Cooperative Agreement:

- 2.1 “Minnesota Statewide All-Hazards Incident Management Organization” or “IMO” – The Participants who will or may provide Team Members who may be available to be rostered or activated to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.2 “All-Hazards Incident Management Team” or “IMT” – A group of Team Members who are rostered for deployment or are deployed to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.3 “Team Member” – A trained and qualified person who is employed by, contracted to, or volunteering with a Participant, who is or may be available to be activated to support incident management activities pursuant to this Agreement.
- 2.4 “Participant(s)” – Any “governmental unit” as that term is defined in Minn. Stat. § 471.59, subd. 1(b) that is a signatory to this Agreement.
- 2.5 “Requesting Entity” – Any public agency or governmental unit, whether located within or outside of the State of Minnesota, that requests incident management support from the IMO.
- 2.6 “Assistance” – Incident management support activities, which may include but are not limited to: public works personnel and equipment; fire and/or emergency medical services personnel and equipment; law enforcement personnel and equipment; utility personnel and equipment; incident organization; command; operations; planning; logistics; and finance/administration.

- 2.7 “Operating Committee” – The group of individuals designated in this Agreement to receive requests for Assistance from a Requesting Entity and organize the deployment of an IMT.

3. **Operating Committee**

- 3.1 Functions. The IMO will be administered by the Operating Committee. The Operating Committee will receive requests for Assistance from a Requesting Entity and facilitate the deployment of an IMT to provide the requested Assistance. The Operating Committee may also organize and facilitate the training of Team Members to provide incident management support.

- 3.2. Composition. All members of the Operating Committee must be employees or representatives of a Participant. The initial Operating Committee will be comprised of the following individuals:

Terry Stoltzman, Anoka County
Chris Breitbach, Allina Health
Lance Ross, North Memorial
Wayne Kewitsch, Anoka County
Jeff Lanenberg, Allina Health
Trevor Hamdorf, City of New Brighton
Marlyn Halverson, Carlton County
Kristi Rollwagen, Metropolitan Airports Commission
Greg Hayes, Mdwakenton Public Safety
Scott Gerber, City of Eden Prairie

- 3.3 Vacancies. A vacancy on the Operating Committee must be filled by the majority vote of the remaining members of the Operating Committee.
- 3.4 Meetings. The Operating Committee will meet as needed, but at least quarterly, to discuss any matters related to the IMO.
- 3.5 Operations Manager. The Operating Committee must designate one of its members as the “Operations Manager,” who will be the contact person for receiving requests for Assistance. The initial Operations Manager will be Terry Stoltzman from Anoka County. The Operating Committee may designate a different Operations Manager at any time by the majority vote of its members.
- 3.6 No Other Power or Authority. The Operating Committee will have no authority to receive or expend funds, to enter into contracts, to hire employees, to purchase or otherwise acquire and hold real or personal property, or to sue another entity or individual.
- 3.7 Procedure. Upon receiving a request for Assistance, the Operations Manager must report the request to the other members of the Operating Committee. The Operating

Committee will then consult with the Participants to assemble an IMT to respond to the request. A Participant is not required to provide Team Members to response to any particular request.

4. Participants; Liability; Insurance; Indemnification

- 4.1 Participants. Any governmental unit (as defined in Minn. Stat. § 471.59, subd. 1(b)) may become a Participant in the IMO by providing a signature page to the Operating Committee that has been duly executed by those person(s) having authority to enter into this Cooperative Agreement on behalf of the unit or entity. The Operating Committee must maintain a current roster of all Participants.
- 4.2 Responsibility for Employees. Any employee, agent, volunteer or contractor of a Participant engaged in providing Assistance under this Cooperative Agreement shall not be considered an employee, agent, volunteer or contractor of any other Participant for any purpose, including worker's compensation and other claims that may or might arise out of the employment context. All claims made against a Participant as a result of any act or omission of an employee, agent, volunteer or contractor of the Participant while the employee is engaged in providing Assistance under this Cooperative Agreement are not the obligation or responsibility of any other Participant.
- 4.3 Indemnification. No Participant is liable for the acts or omissions of another Participant under this Cooperative Agreement, unless the Participant has agreed in writing to be responsible for the acts or omissions of another Participant. Each Participant agrees to defend, indemnify, and hold harmless the other Participants against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, resulting from or arising under this Cooperative Agreement and caused by or resulting from negligent acts or omissions of the Participant and/or those of its employees, agents, volunteers, or contractors. To the extent a Participant is a "municipality" covered by Minnesota Statutes Chapter 466, under no circumstances may the Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Participant. To the extent a Participant is a federally recognized sovereign Native American tribe or a department or agency thereof (a "Tribal Participant"), under no circumstances may such Tribal Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established by a tribal ordinance or law limiting the tort liability of such Tribal Participant.
- 4.4 Worker's Compensation. No Participant will be responsible for injuries to or death of any employee, agent, volunteer, or contractor of another Participant who provides Assistance as part of an IMT. Each Participant must maintain workers' compensation insurance or self-insurance coverage, covering its own employees and volunteers while they are providing Assistance pursuant to this Cooperative Agreement and must require contractors and agents to provide workers'

compensation coverage as required by law. Each Participant waives the right to sue any other Participant for any workers' compensation benefits paid to its own employees, agents, volunteers, contractors, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

- 4.5 EMAC Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a request under the Interstate Emergency Management Assistance Compact ("EMAC") is afforded all the protections and coverage as stated in Minnesota Statutes Sections 192.89–192.91.
- 4.6 Specialized Emergency Response Team Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a specialized emergency response team under Minnesota Statutes Section 12.351 shall be deemed an employee of the state as provided by section 12.351.
- 4.7 No Compensation from IMO. Participants and Team Members are not entitled to compensation from the IMO for providing Assistance under this Cooperative Agreement.

5. Equipment

- 5.1 Ownership. Neither the IMO nor the Operating Committee shall own or control any personal property that may be used by an IMT in providing Assistance under this Cooperative Agreement. Individual Participants may purchase and maintain equipment designated exclusively or non-exclusively for IMT purposes, but such equipment will be owned and deployed solely by that Participant. A Participant owning property designated for IMT purposes is solely responsible for the maintenance, repair, replacement, and insurance of the property.
- 5.2 Damage. Each Participant will be responsible for damages to or loss of its own equipment. Each Participant waives the right to sue any other Participant for any damages to or loss of its equipment even if the damages or losses were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

6. Effective Date; Duration; Withdrawal; Termination

- 6.1 Effective Date. This Cooperative Agreement will become effective upon the approval and signature of any two Participants and will become binding upon the remaining Participants on the dates of the approval of each of them.
- 6.2 Duration. This Cooperative Agreement will remain in full force and effect until it is terminated in the manner provided in section 6.4.

- 6.3 Withdrawal. Any Participant may withdraw from this Cooperative Agreement upon thirty (30) days' written notice to the other Participants and the Operating Committee.
- 6.4 Termination. Notwithstanding the Participants' authority to withdraw, this Cooperative Agreement and the IMO created hereby will continue in force until all remaining Participants mutually agree to terminate or revise this Cooperative Agreement. If only one Participant remains, this Cooperative Agreement will terminate automatically and the IMO will cease to exist.

IN WITNESS WHEREOF, each Participant has executed this Cooperative Agreement on the date indicated.

**Signature Page to
Statewide All-Hazards Incident Management Organization
Cooperative Agreement**

PARTICIPANT: _____

Contact Person: _____

Email: _____

Phone Number: _____

Executed by:

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Please provide executed signature pages to the Operating Committee, attention Terry Stoltzman, at 2100 3rd Avenue, Suite 700, Anoka, MN 55303.



STAFF REPORT NO. 113
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/20/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2022.

EXECUTIVE SUMMARY:

The City of Bloomington and the City of Richfield have had a contract for over 30 years for Bloomington Environmental Health to provide inspection and enforcement services in the areas of food, beverage, lodging, therapeutic massage, body art and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2022 for these services will be \$150,800, compared to the 2021 contract amount of \$146,500. This is a 3% increase over the dollar amount paid to Bloomington in 2020. The increase is tied to increased benefit costs and staff salaries.

RECOMMENDED ACTION:

By motion: Approve the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2022.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Contained in the Executive Summary.

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

The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

C. CRITICAL TIMING ISSUES:

D. FINANCIAL IMPACT:

A 3% budget increase has been communicated to Richfield by Bloomington so the amount of \$150,800

has been captured in Richfield's 2022 budget.

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ 2022 Food, Pools and Lodging contract	Cover Memo

**AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND
RICHFIELD, MINNESOTA FOR INSPECTIONS OF FOOD & BEVERAGE, LODGING,
THERAPEUTIC MASSAGE & BODY ART ESTABLISHMENTS AND INSPECTIONS OF
PUBLIC SWIMMING POOLS**

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

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

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

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

1. The term of this Agreement shall be from January 1, 2022 through December 31, 2022, subject to termination as provided in paragraph 6.
2. For the term of this Agreement, Bloomington shall provide the following services:
 - a. Food establishment inspections and code enforcement as necessary.
 - i. "High risk" food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.
 - ii. "Medium risk" food establishments required to have a certified food manager (license type III) will be inspected two (2) times per year.
 - iii. "Medium risk" food establishments not required to have a certified food manager (license type IV) and "Low risk" (license type V) food establishments will be inspected one (1) time per year.
 - b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.

c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.

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

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

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

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

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

5. In 2022, Richfield shall pay Bloomington the sum of ONE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$150,800.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2022, and the remainder shall be due on November 30, 2022.

6. Either party may terminate this Agreement as follows:

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

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

7. In the event of a termination prior to December 31, 2022, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or

expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

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

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

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

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$62.00 per hour plus the direct cost of all laboratory sample analysis, and said hourly rate shall be separate from, and in addition to, the

payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

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

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

15. This Agreement represents the entire Agreement between Bloomington and Richfield and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

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

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON, MINNESOTA

DATED: July 14, 2021

DocuSigned by:
James D. Verbrugge
46BAC1F15829469...
Its City Manager

Reviewed and approved by the City Attorney.

DocuSigned by:
Melissa J. Manderschied
5664A00FA896406...
City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: BY: Its Mayor

DATED: BY: Its City Manager



STAFF REPORT NO. 114
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
7/21/2021

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/21/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2021 through 2025.

EXECUTIVE SUMMARY:

Every five years, the City solicits proposals from engineering firms for inclusion in the engineering consultant pool. The consultant pool consists of firms the City can contract with for routine engineering services. The City ultimately selects consultants that it believes demonstrate an understanding and appreciation for municipal services. The specific areas of practice considered for professional engineering services are:

- General Municipal Engineering
- Traffic Engineering and Transportation Planning
- Water Treatment Process Engineering
- Structural, Mechanical and Electrical Engineering
- Landscaping, Urban Design and Urban Planning
- Surface Water Resources Engineering
- Water Supply, Storage and Distribution
- Wastewater Conveyance, Treatment and Disposal

Following solicitation of proposals and after completing the selection process, the City will be including the following firms in the 2021-2025 consultant pool:

- Barr Engineering Co.
- Bolton & Menk, Inc.
- Kimley-Horn and Associates, Inc.
- Short Elliott Hendrickson, Inc.
- WSB & Associates, Inc.
- CBS Squared, Inc.
- TKDA

Inclusion in the City's engineering consultant pool does not guarantee any engineering consultant any specific project or volume of work, nor does it preclude the City from removing an engineering firm from the pool or adding others as needed. The engineering consultant pool allows the City to efficiently request proposals for services and enter into work order agreements based upon previously negotiated terms which

are laid out in the individual agreements.

RECOMMENDED ACTION:

By Motion: Approve the engineering consultant pool agreements between the City and the selected engineering firms for routine professional engineering services for calendar years 2021 through 2025.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Requests for proposals (RFPs) were sent in mid-December.
- RFPs were due in mid-January and finalists were notified in late February.
- The final consultant pool was determined in March and agreements were then negotiated.
- The City received 25 proposals for inclusion in the consultant pool.
- Seven engineering firms were chosen for the 2021-2025 consultant pool.

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

Any proposal for service or work order estimated to exceed the purchasing threshold of \$175,000 would be brought before the City Council for consideration and approval.

C. CRITICAL TIMING ISSUES:

While the City has existing agreements with many of the firms in this proposed 2021-2025 consultant pool, these new agreements should be approved so future work orders are governed by the updated agreement terms.

D. FINANCIAL IMPACT:

- None at this time.
- Future work orders are approved on an as-needed basis and the fee for service is negotiated at that time.
- The City budgets annually for anticipated consultant services expenses.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the individual agreements and will be available to answer questions.
- Because the seven agreements are large and substantially similar, only one generic consultant agreement is included in this staff report.
- Each individual agreement is available upon request to the Public Works Department Engineering division.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ [Example] Engineering Consultant Pool Agreement	Contract/Agreement

CITY OF RICHFIELD, MINNESOTA

CLIENT-CONSULTANT PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made effective on this ____ day of _____, 2021, ("Effective Date") between the City of Richfield, Minnesota, a Minnesota Municipal corporation (hereinafter referred to as the "CITY"), and «Firm_Name», a corporation (hereinafter referred to as "CONSULTANT").

From time to time the CITY intends to engage CONSULTANT to provide Professional Engineering Related Services. This AGREEMENT sets forth the general terms and conditions which shall govern the relationship and performance of the CITY and CONSULTANT.

In consideration of the foregoing recitals and following terms and conditions contained herein, the CITY and CONSULTANT agree as follows:

ARTICLE 1: SERVICES OF THE CONSULTANT

1.1 Scope of Services:

- A. The services to be provided by CONSULTANT shall be set forth in a written communication or Work Order that is authorized by the CITY prior to the start of work.
- B. Professional Engineering Related Services will, in general, include studies and reports, design, preparation of working drawings and specifications; construction administration and construction observations; mapping, preparation of cost estimates; and other related tasks of a type normally associated with infrastructure improvements.
- C. This AGREEMENT is not a commitment by the CITY to CONSULTANT to request services or to issue any Work Orders.

1.2 Work Order Procedure

- A. CONSULTANT shall provide the CITY with a proposal for specific services or projects when requested by the CITY. Each Work Order will indicate the specific task, scope of services, time for performance, deliverables to be provided, and the basis of compensation.
- B. Individual Work Orders or written communications authorizing services by CONSULTANT shall be mutually approved by the CITY and CONSULTANT. Each duly executed Work Order shall be incorporated and made a part of this AGREEMENT and the General Considerations thereof.

ARTICLE 2: PERIOD OF SERVICE AND TIMES FOR RENDERING SERVICES

- 2.1 Term: This AGREEMENT shall be effective and applicable to each Work Order issued hereunder and shall apply to any service provided by CONSULTANT, whether retained under a formal Work Order or other written action or approval by the CITY, subject, however, to termination by either party in accordance with ARTICLE 6.11.

- 2.2 The times for performing services or providing deliverables shall be as stated in each Work Order or written communication authorizing the service or deliverable.

ARTICLE 3: COMPENSATION

- 3.1 Basis for Compensation: Compensation to CONSULTANT shall be as set forth in each Work Order. When services are requested by the CITY and a Work Order is not executed, the services shall be provided on an hourly rate basis in accordance with the hourly rate sheet on file at the CITY, or as mutually agreed to in written form.
- 3.2 Payments for Services
- A. *Preparation and Submittal of Invoices:* CONSULTANT shall prepare and submit invoices to the CITY on a monthly basis, unless otherwise mutually agreed. Invoices are due and payable within 45 days of receipt.
- B. *Disputed Invoices:* If the CITY contests an invoice, the CITY shall advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- C. *Required Invoice Information:* CONSULTANT's invoices shall contain the following information: 1) The CITY's Project number; 2) invoice number (sequential); 3) current costs incurred; 4) cumulative costs to date; 5) work order amount; 6) work order amount remaining; 7) signature request on each invoice attesting to services and costs as new and no previous payment received.

ARTICLE 4: CONSULTANT'S RESPONSIBILITIES

- 4.1 CONSULTANT shall be responsible for project management and for using its best efforts to keep the project on schedule and within budget.
- 4.2 CONSULTANT shall complete, to the CITY's satisfaction, the "Writing to Get Things Done" course.
- 4.3 CONSULTANT shall communicate clearly and regularly with the CITY regarding the project timeline, work completion, and deadlines for review submittals and information requests.
- 4.4 CONSULTANT is responsible for building in ample time within its schedule to allow for the CITY's reviews and responses.

ARTICLE 5: THE CITY'S RESPONSIBILITIES

- 5.1 The CITY shall designate a person to act as the CITY's representative with respect to services to be rendered under this AGREEMENT. Unless otherwise designated in writing, the CITY's representative shall be the City Engineer. Such persons shall have authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to CONSULTANT's services, and render decisions relative to a specific project.
- 5.2 Provide Access: The CITY shall provide access to, and make provisions for CONSULTANT to enter upon public or private property as required to perform their work.

- 5.3 Provide supporting documentation and Services: The CITY shall provide all necessary information regarding its requirements as necessary for orderly progress of the work, including records, data, instructions, and requirements for completeness. The CITY shall also provide services in regards to accounting, fiscal and bond counseling services, insurance, and legal services as may be required for the project.
- 5.4 The CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONSULTANT pursuant to this AGREEMENT. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this AGREEMENT.
- 5.5 Provide prompt Notice and Review: The CITY shall promptly review and examine all correspondence, reports, sketches, drawings, specifications and other documents and communications prepared and presented by CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. CONSULTANT is solely responsible for any delays, however, if it does not allow for ample time for the CITY's review and decision. The CITY shall also give prompt notice to CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work.
- 5.6 The CITY shall act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; obtain permits; approvals and consents from others as may be necessary for completion of the project, unless the CITY directs CONSULTANT to obtain such permits, approvals and consents.

ARTICLE 6: GENERAL CONSIDERATIONS

- 6.1 Standards and Parameters of Performance
- A. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under like circumstances. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this AGREEMENT. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- B. *Technical Accuracy*: CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from, and the CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in the information furnished by the City.

- C. *Consultants*: CONSULTANT, with written approval by the CITY, may employ such sub-consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CITY.
- D. *Compliance with Laws and Regulations, and Policies and Procedures*: CONSULTANT and the CITY shall comply with applicable Laws and Regulations and the CITY mandated standards.
- E. Unless expressly authorized by the CITY in writing, CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work. CONSULTANT shall not have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing its work.
- F. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents, or for the acts or omissions of any Contractor, Subcontractor, or Supplier.

6.2 Independent Contractor: CONSULTANT is an independent contractor. The manner in which the services are performed shall be controlled by CONSULTANT; however, the nature of the services and the results to be achieved shall be specified by the CITY. All services provided by CONSULTANT pursuant to this AGREEMENT shall be provided by CONSULTANT as an independent contractor and not as an employee of the CITY for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

6.3 Insurance

A. CONSULTANT shall procure, and maintain and keep in force at all times during the term of the AGREEMENT, the following minimal insurance protection in the limits specified:

1. A commercial general liability insurance policy protecting CONSULTANT from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Agreement. The minimum limits shall be \$1,500,000 per occurrence; and, \$2,000,000 annual aggregate. To meet the commercial general liability requirements, the CONSULTANT may use a combination of excess and umbrella coverage. Such policy shall also include contractual liability coverage.
2. An automobile liability insurance policy, if applicable, protecting the CONSULTANT from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Agreement. The minimum limits shall be \$1,500,000 per occurrence combined single limit for bodily injury and property damage. The following coverages shall be included: Owned, Non-owned and Hired Automobiles.
3. A Professional (Errors and Omissions) Liability Insurance policy covering personnel of the CONSULTANT that provides coverage for all claims that the CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or

omission related to CONSULTANT's services under this Agreement. The minimum limits shall be \$2,000,000 per claim and \$2,000,000 annual aggregate.

4. Workers Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Employer's liability insurance with minimum limits as follows: \$500,000 – Bodily Injury by Disease per employee; \$500,000 – Bodily Injury by Disease aggregate; and \$500,000 – Bodily Injury by Accident. If the CONSULTANT is exempt from Worker's Compensation Insurance, it must provide a written statement, signed by an authorized representative, indicating the qualifying exemption under state statute.

- B. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' notice thereof to the CITY.
- C. For any specific Work Order, the CITY may request that CONSULTANT provide additional insurance coverage, increased limits, or revised deductibles.
- D. Certificates of insurance will be provided to the CITY upon execution of this AGREEMENT and thereafter upon request by the CITY. The CITY shall be listed as an additional insured on all certificates.

6.4 Opinions of Cost

- A. CONSULTANT's opinions of probable project cost, construction cost, life cycle cost, alternative evaluations, and considerations for operations and maintenance costs are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the construction industry. It is recognized, however, that CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT, therefore, cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions of probable costs prepared by CONSULTANT and submitted to the CITY.

- 6.5 Compliance Requirements: Data provided by CONSULTANT or created under this AGREEMENT shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. During the performance of this AGREEMENT, CONSULTANT shall be in compliance with applicable federal, state and city statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59. CONSULTANT shall not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, public assistance status, veteran status, disability, or other protected classes.

6.6 Use of Documents and Records Availability and Retention

- A. All Documents prepared and submitted by CONSULTANT are instruments of service, except for the CITY-furnished data. CONSULTANT grants to the CITY an irrevocable license to use such Instruments of Service as deemed necessary by the CITY. CONSULTANT shall retain an ownership and property interest therein whether or not the Project or Service is completed.

- B. At the time of completion or termination of this AGREEMENT or for each Work Order, the CITY may make and retain copies of all deliverables, maps, reports, and correspondence, pertaining to the work or Project.
 - C. In the event electronic copies of documents are made available to the CITY, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - D. The CONSULTANT shall maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, CONSULTANT also agrees that the CITY, the State Auditor, or legislative authority, or any of their duly-authorized representatives, at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of CONSULTANT which are relevant to the contract. Additionally, CONSULTANT agrees to maintain these records and make them available for examination for a minimum period of six (6) years from the date of termination of this Agreement.
- 6.7 Design without Construction Phase Services: If CONSULTANT provides design services for a project but the CITY does not retain the services of CONSULTANT for construction phase engineering services, the CITY assumes responsibility for interpretation of the plans and specifications and for construction observation or review of the Contractor's work.
- 6.8 Conflict of Interest: CONSULTANT shall use best efforts in the performance of its services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the CITY. In the event of a conflict, CONSULTANT, with the consent of the CITY, shall arrange for suitable alternative engineering representation. It is the intent of CONSULTANT to refrain from handling engineering matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the CITY, in the opinion of the CITY.
- 6.9 Hazardous Substances: CONSULTANT's scope of services does not include any services related to hazardous or toxic materials. If it becomes known that such materials may be present at or near a project that may affect the CONSULTANT's services, the CONSULTANT shall immediately inform the CITY in writing and may suspend performance of its services, without liability. The CONSULTANT shall also assist the CITY to retain appropriate specialists or consultants to adequately identify and abate such materials so that CONSULTANT's services may resume.
- 6.10 Construction Project Observation: If requested by the CITY, CONSULTANT shall visit and document a contractor's work at appropriate intervals during a construction project to monitor the progress and quality of the contractor's work and determine, in general, if the work is proceeding in accordance with the contractor's responsibilities under a construction project. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on such a construction project. If the CITY desires more extensive observation or a full-time or on-site representative, the CITY shall request such services be provided by the CONSULTANT in a work order.

6.11 Termination/Default

- A. Either party may terminate this AGREEMENT upon thirty (30) days written notice.
- B. Either party has the right to terminate any Work Order upon ten (10) days written notice unless otherwise stated in the Work Order. In addition, the CITY may at any time, reduce the scope of a Work Order. Such reduction in scope of a Work Order shall be set forth in a written notice from the CITY to CONSULTANT.
- C. In the event of a reduction in scope of a Work Order, CONSULTANT shall be paid for the work performed and expenses incurred on the Work Order thus reduced and for any completed and abandoned work for which payment has not been made.
- D. In the event of termination of an Work Order, copies of all documents prepared by CONSULTANT under the Work Order shall be made available by CONSULTANT to the CITY, pursuant to ARTICLE 6.6, and there shall be no further obligation of the CITY to CONSULTANT under the Work Order, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.
- E. In like manner, if the entire AGREEMENT is terminated pursuant to ARTICLE 6.11A, copies of all remaining documents on file with CONSULTANT shall also, upon request, be made available to the CITY pursuant to ARTICLE 6.6 upon receipt of payment of amounts due and owing CONSULTANT for any authorized work.
- F. If CONSULTANT fails to fulfill its obligations under this AGREEMENT in a professional and reasonably timely manner to provide the services described in Article 1 of this AGREEMENT or otherwise violates the terms of this AGREEMENT the CITY shall have the right to terminate this AGREEMENT if CONSULTANT has not cured the default after receiving ten (10) days written notice of the performance issue or other item of default.
- G. Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY as a result of any breach of this AGREEMENT by CONSULTANT. The CITY may, in such event, withhold payments due to CONSULTANT for the purpose of set-off until such time as the exact amount of damages due to the CITY is determined. The rights or remedies provided for herein shall not limit the CITY, in case of any default by CONSULTANT from asserting any other right or remedy allowed by law, equity, or by statute.

6.12 Controlling Law: This AGREEMENT is to be governed by the laws of the State of Minnesota.

6.13 Successors, Assigns, and Beneficiaries

- A. The CITY and CONSULTANT are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the CITY and CONSULTANT are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.

- B. CONSULTANT may not assign, sublet, or transfer any rights under or interest in this AGREEMENT, or any portion thereof, without the written consent of the CITY. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder, pursuant to ARTICLE 6.1C.
- C. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and CONSULTANT.

6.14 Dispute Resolution

- A. The CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking other provisions of this AGREEMENT, or exercising their rights under law, except for an item of default which is governed by ARTICLE 6.11 F-G.

6.15 Notices: Any notice required under this AGREEMENT will be in writing and given personally, by registered or certified mail postage prepaid, or by a commercial courier service, addressed as follows:

To: THE CITY:

Joe Powers, City Engineer
City of Richfield
1901 E 66th Street
Richfield, MN 55423-2560
Phone: (612) 861-9791

To: CONSULTANT:

«Contact_Name»
«Firm_Name»
«Street_Address»
«City», «State» «Zip»

All notices shall be effective upon the date of receipt.

6.16 Liability and Indemnification:

- A. CONSULTANT agrees to defend, indemnify and hold the CITY harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from the provision of the services provided to the CITY under this AGREEMENT.
- B. The CITY agrees to defend, indemnify and hold CONSULTANT harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from the provision of the services provided to CONSULTANT described in ARTICLE 5 of this AGREEMENT.

6.17 Survivability, Severability, Waiver

- A. *Survivability:* All express representations, waivers, indemnifications, and limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.

- B. *Severability*: Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONSULTANT.
- C. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

«Firm_Name»

CITY OF RICHFIELD, MINNESOTA

By _____

By _____

«Contact_Name»

Maria Regan Gonzalez, Mayor

«Title»

By _____

Katie Rodriguez, City Manager



STAFF REPORT NO. 115
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Kelly Wynn, Administrative Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/21/2021

ITEM FOR COUNCIL CONSIDERATION:

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

EXECUTIVE SUMMARY:

City advisory commission terms for youth members are for one year and expire August 31 of each year. The City Manager's office conducted recruitment seeking applicants to fill the youth vacancies for 2020-2021. This recruitment included information on the City's website, Facebook page, and communication with the local high schools.

Due to covid restrictions among other obstacles, no youth members were appointed for the 2020-2021 year. The city has decided to continue recruitment year round and Council will appoint applicants as they apply.

RECOMMENDED ACTION:

Approve the appointment of Hazel Bieganek and Elise Melendez to fill vacant youth terms on the Arts Commission.

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:**

D. **FINANCIAL IMPACT:**

None

E. **LEGAL CONSIDERATION:**

None

ALTERNATIVE RECOMMENDATION(S):

Postpone appointment of youth commissioners to a future City Council Meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
☐ Vacancies	Backup Material

YOUTH COMMISSION VACANCIES

Term Expires

ADVISORY BOARD OF HEALTH

August 31, 2021

ARTS COMMISSION

Hazel Bieganeck

August 31, 2021

Elise Melendez

August 31, 2021

COMMUNITY SERVICES COMMISSION

August 31, 2021

August 31, 2021

FRIENDSHIP CITY COMMISSION

August 31, 2021

August 31, 2021

HUMAN RIGHTS COMMISSION

August 31, 2021

August 31, 2021

TRANSPORTATION COMMISSION

August 31, 2021

August 31, 2021



STAFF REPORT NO. 116
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Ryan Krzos, Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
7/20/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/20/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the second reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan and a resolution authorizing a summary publication of said ordinance.

EXECUTIVE SUMMARY:

In 2018, the City adopted the 2040 Comprehensive Plan (Plan) to guide future growth within the City. This Plan is meant to inform decisions regarding land use, transportation, parks, and public facilities. Cities are required by State Law to ensure that their zoning ordinances are in compliance with their Plan. This includes changing the zoning designation (rezoning) of properties where necessary to align with the Plan.

City staff has identified nine properties within the City where the current zoning designation does not align with the land use designations prescribed by the 2040 Comprehensive Plan. The proposed ordinance amendment would change the zoning for those nine properties to the corresponding zoning designation, enacting the following changes:

- 6936 and 6944 Penn Ave South; and 6745, 6737 and 6729 Pleasant Ave South will be rezoned from R to MR-2;
- 7104 and 7108 Chicago Ave South will be rezoned from MR-3 to C-1;
- 2010 66th St W, and 6701 Lyndale Ave South will be rezoned from R to C-1.

RECOMMENDED ACTION:

By motion:

- 1. Approve a second reading of an ordinance rezoning nine properties throughout the City in order to comply with the Comprehensive Plan.**
- 2. Approve a resolution authorizing summary publication of said ordinance.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City has approved a number of Comprehensive Plans over the years, including the current Plan in 2018. The current Plan largely builds on the plans completed in 1997 and 2008.
- Following adoption of the 2008 Comprehensive Plan the City rezoned a significant number of

parcels throughout the City to achieve consistency with that plan.

- The 2040 Comprehensive Plan mostly remained consistent with the guidance of the 2008 Comprehensive Plan. As such, the current zoning designation of the vast majority of property in the City complies with the current Plan. However, the nine sites included in the proposed rezoning were re-guided to a commercial or medium density residential land use designation based on the their existing use.
- The sites being rezoned to MR-2 contain multi-family apartments, and the sites being rezoned to C-1 contain commercial/office uses. The previous Comprehensive Plan approved in 2008 had differing future land use guidance, hence these properties were all rezoned in 2011 to comply with the 2008 Comprehensive Plan to a designation that did not match the multi-family and commercial uses respectively. In the 2008 Comprehensive Plan, the future land use guidance for these sites was uniform with the land use category prevalent in the area surrounding each site. The 2040 Comprehensive Plan re-guided these nine parcels to match these existing uses. Accordingly, the commercial and medium density residential zoning category proposed for each site will similarly match the existing use.
- The Planning Commission held a public hearing for the rezoning on June 28. The Planning Commission voted unanimously to recommend approval of the ordinance rezoning the nine properties.

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

- Minnesota Statutes Section 473.858 requires that cities amend their zoning ordinance so as to not conflict with the Comprehensive Plan.
- Past practice has been to rezone single-family properties that do not align with the Comprehensive Plan only in areas that are ripe for investment or when a project comes forward. Although technically required by Law to rezone all parcels to match their Comprehensive Plan designation, staff has made Metropolitan Council staff aware of this policy and it has been accepted. As such, no single-family properties are included in the proposed rezoning.

C. CRITICAL TIMING ISSUES:

Cities have nine months following adoption of a Comprehensive Plan to amend their ordinances to conform with the Comprehensive Plan.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

- A public hearing on the rezoning was held before the Planning Commission on June 28, 2021. Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 500 feet of the subject properties.
- The Planning Commission voted unanimously to recommend approval of the ordinance rezoning the nine subject properties.
- Since the proposed ordinance includes change in the zoning of properties from a residential district to a commercial zoning district a two-thirds affirmative vote of the City Council is required per State Statute.

ALTERNATIVE RECOMMENDATION(S):

Approve a second reading of the attached ordinance with modifications.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None.

ATTACHMENTS:

Description	Type
□ Ordinance Rezoning Subject Property	Ordinance
□ Summary Publication Resolution	Resolution Letter
□ 7104-08 Chicago Ave Exhibit	Exhibit
□ 6923-45 Penn Ave Exhibit	Exhibit

- ▣ 2010 66th St W Exhibit
- ▣ Lyndale & Pleasant Exhibit

Exhibit

Exhibit

ORDINANCE NO.

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY
CODE BY REZONING NINE PARCELS
THROUGHOUT THE CITY IN ORDER TO
CONFORM TO THE COMPREHENSIVE PLAN**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 13 (Multiple Family Residential District (MR-2)) of Appendix I of the Richfield City Code is amended by adding new paragraphs (53) and (54) as follows:

(53) M-6 (NW Corner of Penn and 70th) Lots 10, 11 and 12; and the South 25 feet of Lot 9, Block 16, Tingledale Bros.' Lincoln Hills Third Addition.

(54) M-8 (E side of Pleasant N of 68th) Lots 5, 6, and 7, Block 2, Ralph Hollenback's First Addition.

Sec. 2. Paragraph (31) of Section 14 (High Density Multiple Residential (MR-3)) of Appendix I of the Richfield City Code is amended to read as follows:

(31) M-13 (SW corner, 71st and Chicago). That area lying between the east line of Block 1, Wallaces Sunnyside Acres 6th Addition and the center line of Chicago Avenue, and between the center line of 71st Street and a line distant **200140** feet south and parallel to said center line.
(Added, Bill No. 2010-22)

Sec. 3. Paragraph (10) of Section 2 (Neighborhood Business District (C-1)) of Appendix I of the Richfield City Code is amended to read as follows:

(10) M-13 (W side of Chicago, 71st to 72nd). That area lying between the east line of Block 1, Wallaces Sunnyside Acres 6th Addition and the center line of Chicago Avenue, and between the center line of 72nd Street and a line distant **200140** ft. south and parallel to the center line of 71st Street. (Amended, Bill No. 1999-15, Bill No. 2010-22)

Sec. 4. Section 2 (Neighborhood Business District (C-1)) of Appendix I of the Richfield City Code is amended by adding new paragraphs (20) and (21) as follows:

(20) M-3 (NE Corner of 66th and Newton) Part of Lots 10 and 11 lying South of the North 58 feet except part taken for Road, Block 9, Fairwood Park First Addition.

(21) M-8 (SE Corner of Lyndale and 67th) Lots 24 and 25, except that part taken for Road, Block 4, Lyndale Shores on Wood Lake.

Sec. 5. This Ordinance constitutes a rezoning of the following properties: 6936 and 6944 Penn Ave; 7108 and 7104 Chicago Ave; 2010 66th St W; 6701 Lyndale Ave; and 6745, 6737 and 6729 Pleasant Ave.

Sec. 6. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of July, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I TO THE RICHFIELD CITY CODE
BY REZONING NINE PARCELS THROUGHOUT THE CITY
IN ORDER TO CONFORM TO THE COMPREHENSIVE PLAN**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE RELATING TO ZONING; AMENDING
APPENDIX I TO THE RICHFIELD CITY CODE BY
REZONING NINE PARCELS THROUGHOUT THE CITY IN
ORDER TO CONFORM TO THE COMPREHENSIVE PLAN**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance rezones nine properties throughout the City in order to comply with the Comprehensive Plan. The ordinance affects the following properties:
Single Family Residential District (R) to Multifamily Residential District (MR-2): 6936 and 6944 Penn Ave South; and 6745, 6737 and 6729 Pleasant Ave South;
High-Density Residential District (MR-3) to Neighborhood Business District (C-1): 7104 and 7108 Chicago Ave South; and
Single Family Residential District (R) to Neighborhood Business District (C-1): 2010 66th St W, and 6701 Lyndale Ave South.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of July, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk

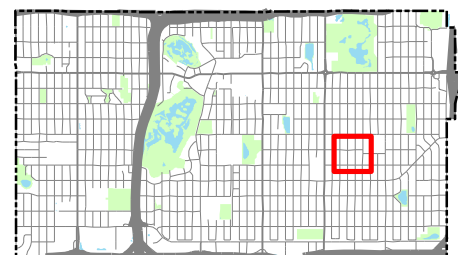
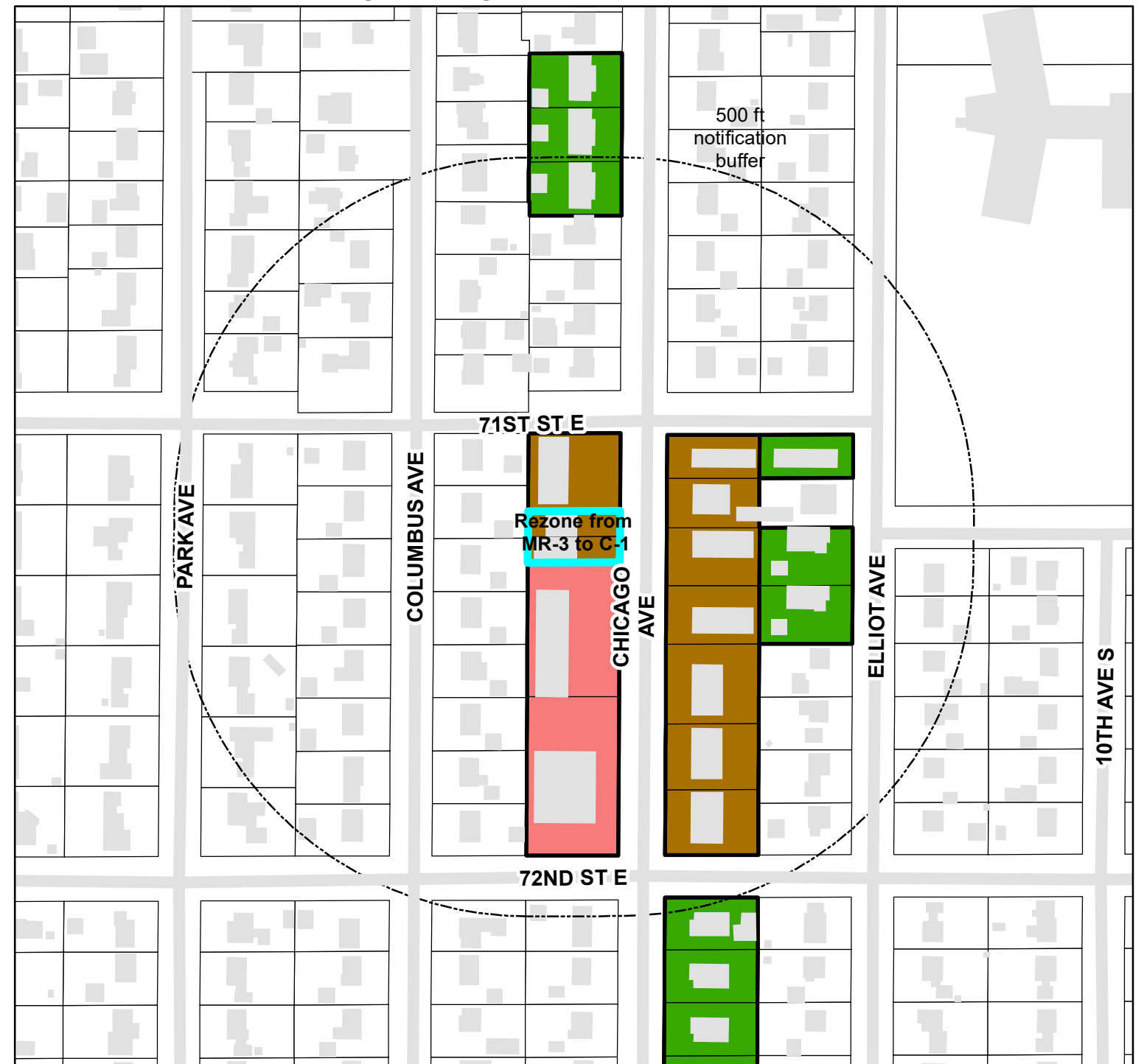
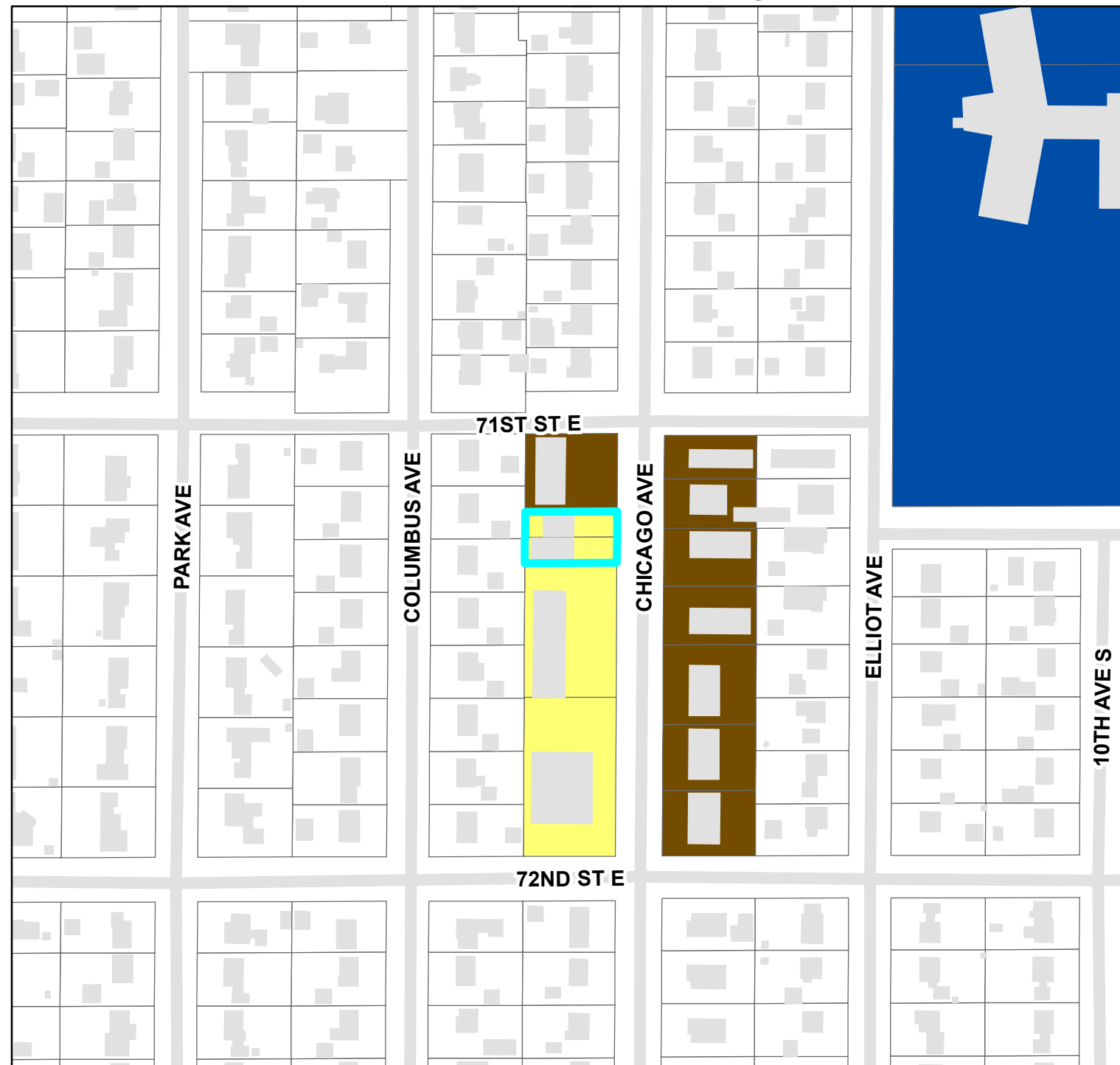


Comprehensive Plan Rezoning - 7104-08 Chicago Avenue

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04



2040 Comprehensive Plan Designations

- | | | |
|----------------------------|-------------------------|--------------------|
| Low Density Residential | Regional Commercial | Quasi-Public |
| Medium Density Residential | Community Commercial | Right-of-Way (ROW) |
| High Density Residential | Neighborhood Commercial | |
| Mixed Use | Park | |

Zoning Districts

- | | | | |
|------------------------------------|---------------------------------|------------------------------------|-----------------------------|
| R Single-Family | MR-3 High-Density Multi-Family | PMU Planned Mixed Use | MU-N Mixed Use-Neighborhood |
| R-1 Low-Density Single-Family | SO Service Office | MU-C Mixed Use-Community | MU-R Mixed Use-Regional |
| MR-1 Two-Family | C-1 Community Commercial | MU-C/CAC Mixed Use + Cedar Overlay | I Industrial |
| PMR Planned Multi-Family | C-2 General Commercial | MU-C/PAC Mixed Use + Penn Overlay | |
| MR-2 Multi-Family | PC-2 Planned General Commercial | | |
| MR-2/CAC Multi-Fam + Cedar Overlay | | | |

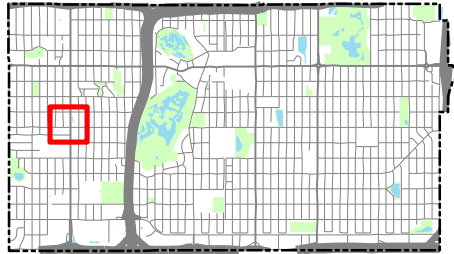
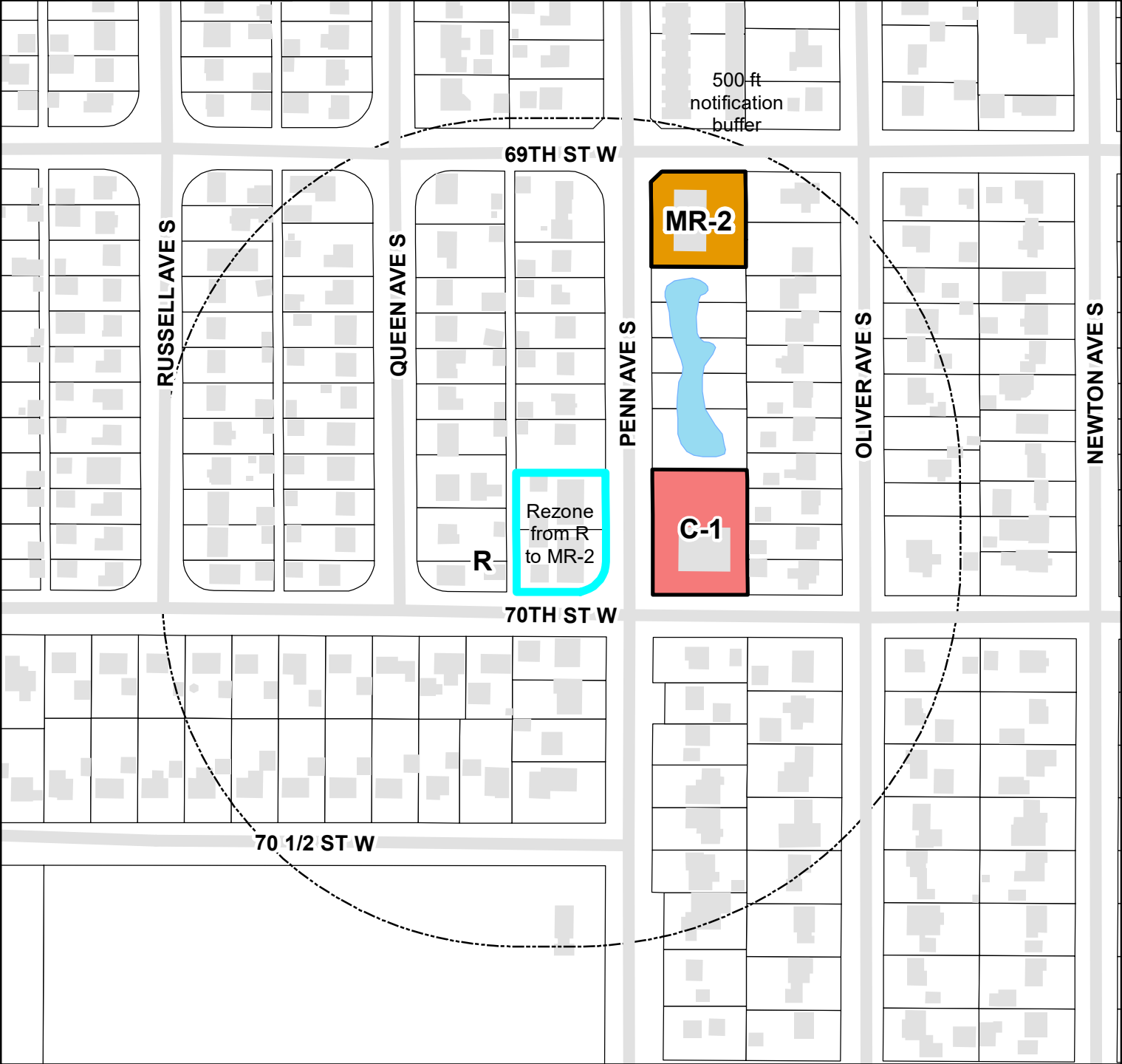
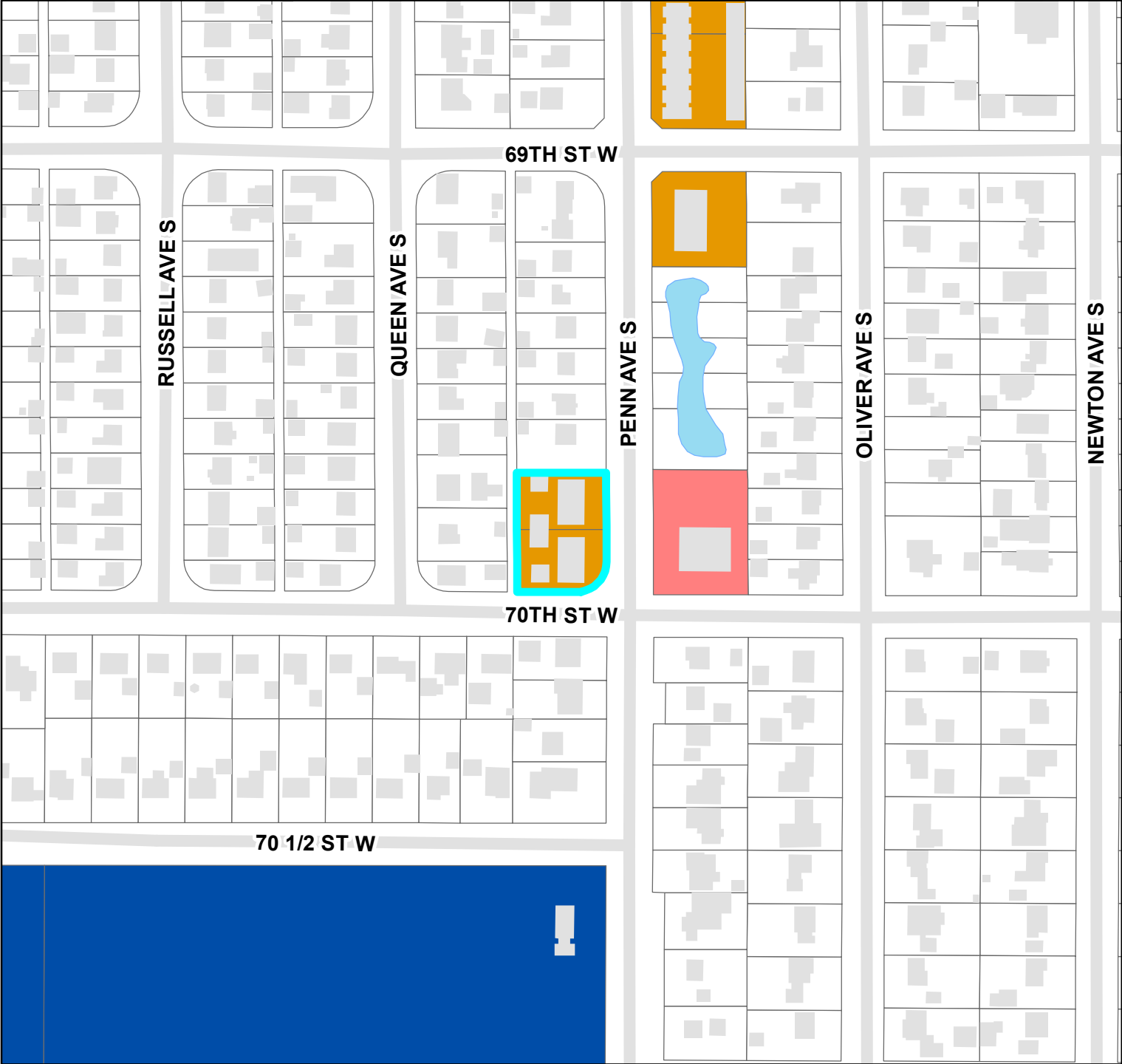


Comprehensive Plan Rezoning - 6936-45 Penn Avenue

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04

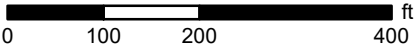


2040 Comprehensive Plan Designations

- | | | |
|----------------------------|-------------------------|--------------------|
| Low Density Residential | Regional Commercial | Quasi-Public |
| Medium Density Residential | Community Commercial | Right-of-Way (ROW) |
| High Density Residential | Neighborhood Commercial | |
| Mixed Use | Park | |

Zoning Districts

- | | | |
|------------------------------------|---------------------------------|------------------------------------|
| R Single-Family | MR-3 High-Density Multi-Family | PMU Planned Mixed Use |
| R-1 Low-Density Single-Family | SO Service Office | MU-C Mixed Use-Community |
| MR-1 Two-Family | C-1 Community Commercial | MU-C/CAC Mixed Use + Cedar Overlay |
| PMR Planned Multi-Family | C-2 General Commercial | MU-C/PAC Mixed Use + Penn Overlay |
| MR-2 Multi-Family | PC-2 Planned General Commercial | MU-N Mixed Use-Neighborhood |
| MR-2/CAC Multi-Fam + Cedar Overlay | | MU-R Mixed Use-Regional |



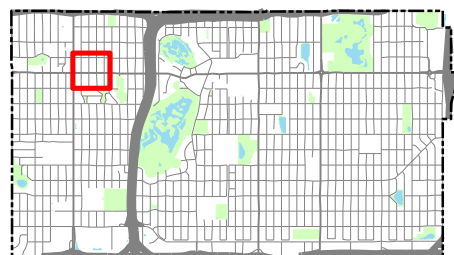
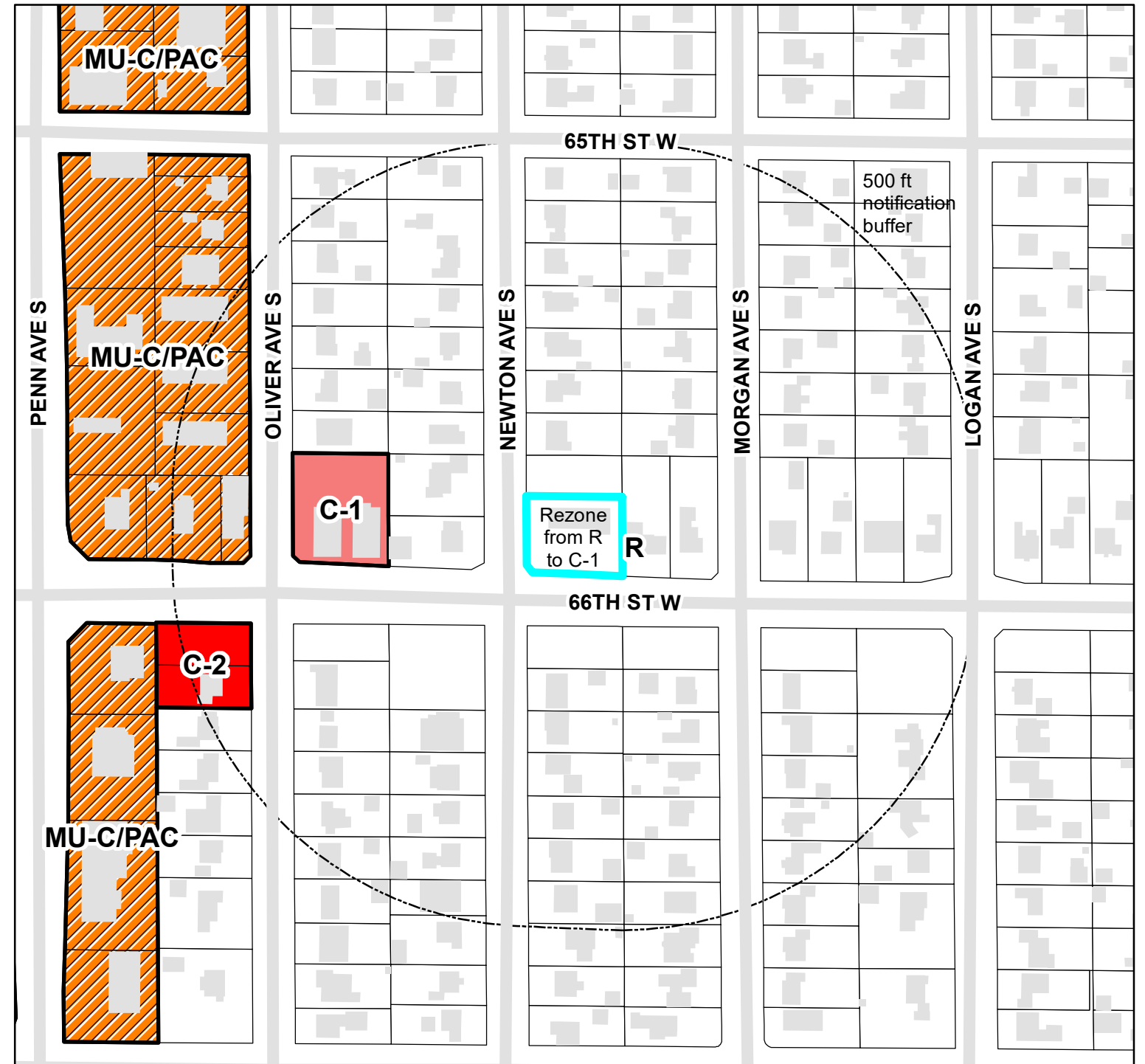


Comprehensive Plan Rezoning - 2010 66th Street W

2040 Comprehensive Plan Designations

Existing Zoning

Case No: 21-RZN-04



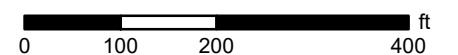
2040 Comprehensive Plan Designations

- | | | |
|----------------------------|-------------------------|--------------------|
| Low Density Residential | Regional Commercial | Quasi-Public |
| Medium Density Residential | Community Commercial | Right-of-Way (ROW) |
| High Density Residential | Neighborhood Commercial | |
| Mixed Use | Park | |



Zoning Districts

- | | | |
|------------------------------------|---------------------------------|------------------------------------|
| R Single-Family | MR-3 High-Density Multi-Family | PMU Planned Mixed Use |
| R-1 Low-Density Single-Family | SO Service Office | MU-C Mixed Use-Community |
| MR-1 Two-Family | C-1 Community Commercial | MU-C/CAC Mixed Use + Cedar Overlay |
| PMR Planned Multi-Family | C-2 General Commercial | MU-C/PAC Mixed Use + Penn Overlay |
| MR-2 Multi-Family | PC-2 Planned General Commercial | |
| MR-2/CAC Multi-Fam + Cedar Overlay | | MU-N Mixed Use-Neighborhood |
| | | MU-R Mixed Use-Regional |
| | | I Industrial |

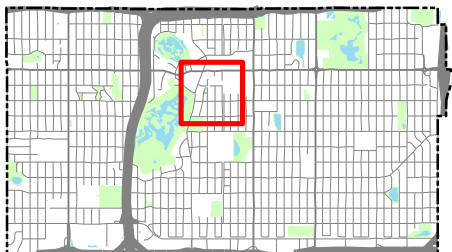
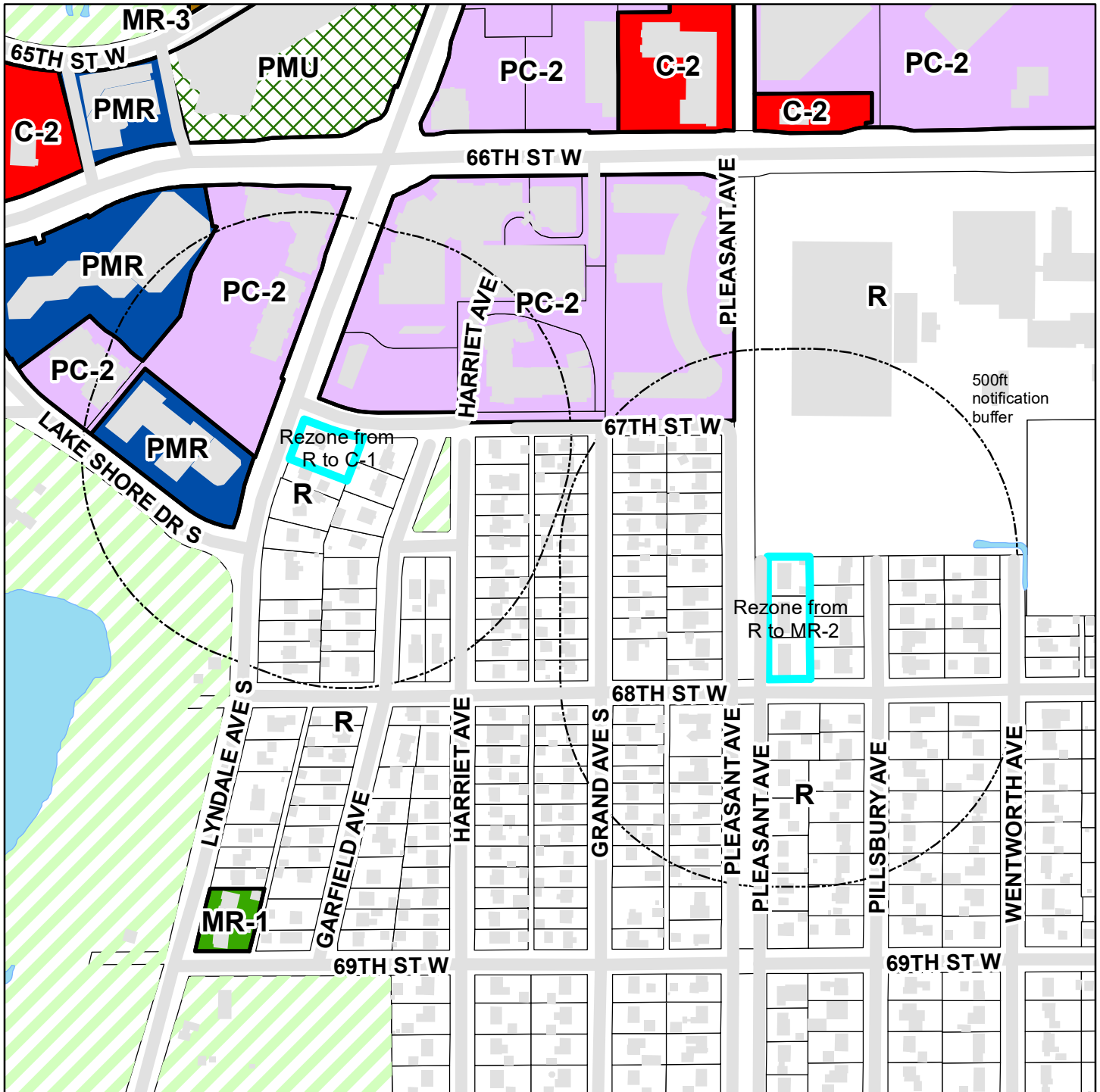




6701 Lyndale Ave & 6729-45 Pleasant Ave

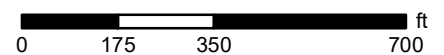
Surrounding Zoning

Case No: 21-RZN-04



Zoning Districts

R Single-Family	MR-2/CAC Multi-Fam + Cedar Overlay	PC-2 Planned General Commercial	MU-C/PAC Mixed Use + Penn Overlay
R-1 Low-Density Single-Family	MR-3 High-Density Multi-Family	PMU Planned Mixed Use	MU-N Mixed Use-Neighborhood
MR-1 Two-Family	SO Service Office	MU-C Mixed Use-Community	MU-R Mixed Use-Regional
PMR Planned Multi-Family	C-1 Community Commercial	MU-C/CAC Mixed Use + Cedar Overlay	I Industrial
MR-2 Multi-Family	C-2 General Commercial		



AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	5.



STAFF REPORT NO. 117
CITY COUNCIL MEETING
7/27/2021

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
7/19/2021

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
7/20/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the second reading of an ordinance amending Section 1105 of the Richfield City Code relating to licensing of arcades.

EXECUTIVE SUMMARY:

Staff recently received an inquiry from an individual wanting to open a billiards hall in the city. Since this section of the code has been left untouched for many years, staff felt it was an appropriate time to update the code. Staff feel the proposed changes provide an acceptable level of flexibility while still addressing public safety concerns. The Arcade ordinance sets requirements for application and licensure as well as certain conditions to be met such as alcohol restrictions, hours of operation, age requirement for entry and licensure of billiard tables.

The first reading of this ordinance amendment was heard by the City Council on July 13, 2021.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending Section 1105 of the Richfield City code regulating arcades.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

According to The Verge, an American technology news website, "The arcade has always been aligned with the coin-operated amusements industry, and — since the birth of pinball — with youth. By definition, an "amusement arcade" is a place that houses coin-operated machines, and for the first half of the 20th century, that meant pinball." Arcades, billiard halls, foosball, air hockey, and pinball machines, etc. were largely popular in the 1970's - early 1990's and began to fade in popularity after. Richfield currently has no licensed arcades in the city.

The Arcade Code has not been updated in the last several decades, if at all. The industry has changed drastically since the 80's and 90's. The proposed updates address reductions in requirements for

applications, process changes for granting licenses, and updates to the conditions of licensure. This is an update and refresh for Section 1105.

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

The Arcade Code establishes basic parameters for an application as well as conditions of licensure for operating an establishment in the city. The ordinance also requires a minimal bond and outlines a revocation/suspension process, if necessary.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the ordinance and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could choose to not approve the proposed amendments and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Arcade Ordinance proposed changes	Cover Memo
<input type="checkbox"/>	Resolution of Summary Publication	Cover Memo

BILL NO. _____

**AN ORDINANCE AMENDING SECTION 1105 OF THE RICHFIELD
CODE OF ORDINANCES RELATING TO LICENSING OF ARCADES**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 1105 of the Richfield City Code is amended as follows:

1105.01. - Arcades.

Subdivision 1. Definitions.

(a) For purposes of this section the term "arcade" means a building, structure or tract of land which has as its principal use or activity the providing of any of the following, or any combination of the following, amusements:

(a)(1) Billiards, pool, foosball, air hockey or pigeon-hole tables;

(b)(2) Pinball machines;

(c)(3) Shooting gallery machines; and

(d)(4) Any other mechanical or electronic device which is designed to be played by a contestant or contestants and upon which the contestants receive a score or rating based upon their performance.

(b) For purposes of this section the term "Director" means the Director of Public Safety or the Director's designee.

Subd. 2. License required. No person may operate an arcade without first paying a license fee and obtaining a license ~~therefor from the City Council~~. The license shall be in addition to any license or licenses required to be obtained for any of the amusements regulated in Section 1100.

Subd. 3. Application. The application shall include the following:

(a) Name, ~~and address, and telephone number~~ of applicant;

(b) Address of the proposed arcade;

~~(c) The name and address of all persons owning or having an interest in the licensed premises; this requirement shall include the names and addresses of the owners of any amusement devices intended to be used by the applicant in connection with the licensed activity; in the case of a corporation the requirements of this paragraph shall include the names and addresses of the officers and directors of the corporation and all shareholders who own alone or in conjunction with their spouse or children more than ten percent (10%) of the issued shares of corporate stock; the applicant shall also submit with the~~

~~application any leases covering the premises or the amusement devices.~~

- ~~(d)~~(c) If the licensed business is owned by a corporation, a copy of the certificate of incorporation, articles of incorporation and bylaws of the corporation.
- ~~(e)~~(d) The name, ~~and address, and telephone number~~ of the ~~M~~anager or managers who will supervise the licensed activity.
- ~~(f)~~(e) Whether any of the persons listed in clauses (a), ~~(b)~~, or ~~(c)~~(d) of this subdivision have been engaged in the business of operating an arcade in the last five (5) years.
- ~~(g)~~(f) Whether any of the persons listed in clauses (a), ~~(b)~~, or ~~(c)~~(d) of this subdivision have been convicted of a crime or have had an application for an arcade license denied, revoked, or suspended within the last five (5) years.

Subd. 4. Fees: term period. The license shall be for the calendar year or remaining portion of the calendar year in which the license is first issued~~thereof~~. The license fee is fixed by Appendix D. The entire fee shall accompany the application and the fee shall be refunded only if the application is withdrawn before ~~council~~ consideration of the application.

Subd. 5. Granting of licenses. Applications for licenses shall be ~~referred~~submitted to the Director of Public Safety, who will refer the application ~~and to other persons on the City staff as the~~ Director ~~Manager shall deem~~ necessary for investigation and recommendation. ~~The persons to whom an application has been referred shall make their report and recommendations in writing. Upon receipt of the written reports and recommendations the City Manager shall cause to be published in the official newspaper, at least ten (10) days in advance, a notice of public hearing to be held by the City council setting forth the day, time and place when the hearing will be held, the name of the applicant and the location where the business is to be conducted. The application will be reviewed by the Director who, together with the Manager's recommendation, shall be submitted to the City council at the hearing. After the hearing the council may grant or deny the license. In granting the license, the council~~ Director may impose special conditions if it deems the conditions to be necessary because of particular circumstances related to the application.

Subd. 6. Ineligibility for license. No license may be issued if ~~Existence of any of the following conditions shall render the applicant ineligible for a license.~~(a) ~~If the applicant or the m~~Manager of the licensed business is:

- ~~(1)~~(a) Is Under 21 years of age;
- ~~(2)~~(b) Is not a citizen of the United States or a A residentn alien, or is legally prohibited from working in the United States; or
A foreign corporation.
- ~~(b) If the applicant, Manager, or persons owning the licensed activity:~~

- ~~(1)(c)~~ Is not a person of good moral character and repute;
- ~~(2)(d)~~ Has been convicted of an ~~offense which~~ crime that is directly related to the conduct of the licensed business and has not shown competent evidence of sufficient rehabilitation as prescribed by Minn. Statutes Chapter 364;
 - ~~Has operated a similar business elsewhere which operation did not substantially comply with the provisions of this subsection relating to the manner in which the business is conducted; or~~
- (e) Has been denied a license to conduct a ~~like or~~ similar activity or has had the license suspended, revoked, or canceled in the last five (5) years.
- (f) Is not the real party in interest in the business or occupation being licensed; and
- (g) Knowingly misrepresented or falsified information on the license application.
- ~~(a)~~ If the Manager supervising the licensed activity is not a resident of the City.

1105.03. - Conditions of licensure.

Subdivision 1. Compliance with zoning code. Only premises which are within commercial, mixed use – community, or mixed use- regional zoning districts of the City may be licensed. ~~No arcade established after November 1, 1975 may be located on land which is adjacent to residential or multiple residence zoning districts within the City.~~

Subd. 2. Hours. Arcades shall be closed at between the hours of 2:00 a.m. and 8:00 a.m. each day and may not open until 9:00 a.m. on weekdays or until 12:00 noon on Sundays.

Subd. 3. Alcoholic beverages. The consumption of intoxicating liquor or non-intoxicating malt liquor, or the use of any controlled substance, as those terms are defined in this code or state statute, are not permitted on any part of the licensed premises.

Subd. 4. Persons under Minimum age. ~~No person under the age of 17 may be permitted to remain on any part of the licensed premises after 10:00 p.m. unless accompanied by his parent or legal guardian.~~ No person under the age of 18 years may be permitted to enter or remain upon any part of the licensed premises at any time unless accompanied by the person's parent or legal guardian.

Subd. 5. Parking. Adequate off-street parking shall be provided for patrons of the premises in compliance with the provisions of the zoning code.

Subd. 6. Compliance with laws. The licensed premises shall comply with all applicable state and local regulations dealing with health, zoning and building requirements.

Subd. 7. Licensee to maintain order. The licensee shall be responsible for maintaining order on all parts of the licensed premises.

Subd. 8. Amusements must be licensed. Only amusements with a current valid license sticker attached may be offered for use or kept on the licensed premises.

Subd. 9. Gambling prohibited. No wagering or betting for a consideration or any other gambling may be permitted on the licensed premises.

Subd. 10. Conduct nondisruptive. The licensed activity shall be conducted in a manner and located in a place so as not to be likely to result in injury or damage to persons or property in the neighborhood or injurious, annoying, or disruptive to patrons of other businesses located in the area.

Subd. 11. Manager must be present. The applicant or ~~m~~Manager designated in the license application shall be present on the premises during all times the premises are open; ~~no new Manager may be placed in supervision of the premises until he has been approved by the City council.~~

Subd. 12. Owner of amusement devices. No amusement device may be located in an arcade if the owner of the device would be ineligible to obtain an arcade license by virtue of subsection 1100.041.

1105.05. - Bond.

At the time of filing an application for license under subsection 1105.01, the applicant shall file a bond with corporate surety with the ~~Clerk~~Director in the amount of ~~\$1,000~~700.00. The surety on the bond shall be a surety company duly licensed to do business in the State. The surety bond shall be approved by the City ~~A~~ttorney as to form and execution and deposited with the City ~~Clerk~~Director. The bond shall be conditioned as follows:

- (a) The licensee shall obey the laws relating to the licensed business;
- (b) The licensee shall pay to the City when due all taxes, license fees, penalties and other charges provided by law; and
- (c) In the event of violation of any law relating to the business for which the license has been granted, the bond shall be forfeited to the City.
- (d) The bond shall be kept in full force and effect throughout the license period.

1105.07. - Revocation or suspension.

The Director may suspend or revoke an arcade license ~~may be revoked or suspended by the City Manager whenever the licensee, its owner, Manager, or employees or agents of the licensee have engaged in~~ for any of the following conduct:

- (a) Fraud, deception, or misrepresentation in connection with the securing of a license;
- (b) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the ~~inimical to the interests of public health, safety, or general welfare or morals;~~
- (c) ~~Conduct involving moral turpitude;~~
- (d) Criminal Conviction that is directly related to the licensed business, provided that the licensee cannot show competent evidence of sufficient rehabilitation under Minn. Stat. Chapter 364 ~~of an offense involving moral turpitude by any court of competent jurisdiction;~~ and
- (e) Failure to comply with any of the provisions of this section, or applicable state law, or engaging in conduct which would be grounds for denial of an initial application for licensure.

1105.09. - Violations.

It is unlawful to falsify an application for an arcade license, to operate an arcade while the licensee is ineligible for a license, or to operate an arcade in violation of the conditions of the license.

Section 2. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted this ____th of _____, 2021.

By: _____
Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, Acting City Clerk

RESOLUTION NO. ____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF
AN ORDINANCE PERTAINING TO THE LICENSING OF
ARCADES**

WHEREAS, the City has adopted the above-referenced Ordinance; and

WHEREAS, the verbatim text of the Ordinance is cumbersome, and the expense of publication of the complete text is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the Ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. 2021- ____**

**AN ORDINANCE AMENDING SECTION 1105 OF
THE CITY CODE PERTAINING TO THE LICENSING
OF ARCADES**

On July 27, 2021, the Richfield City Council adopted an Ordinance designated as Bill No. 2021 - _____, the title of which is stated above. This summary of the Ordinance is published pursuant to Section 3.12 of the Richfield City Charter. The purpose of the Ordinance is to: update the body of the Ordinance, to update requirements for application, changes in granting of licenses, and updating conditions of licensure and revocation/suspension.

Copies of the Ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling 612-861-9738.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of July 27, 2021.

Maria Regan Gonzalez, Mayor

ATTEST:

Kari Sinning, City Clerk