



**REGULAR CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
JANUARY 14, 2020  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance Led by Arrow of Light Den of Richfield Cub Scout Pack 3384

Approval of the Minutes of: (1) City Council Work Session of December 10, 2019; (2) Regular City Council meeting of December 10, 2019 (3) Special City Council Meeting of December 18, 2019.

**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 granting an amendment to approved development plans at Cedar Point Commons, requesting approval of a standalone trash enclosure for the retail building at 1840 66th Street East.  
Staff Report No. 01
  - B. Consider approval of the first reading of an ordinance rezoning property at 6501 Woodlake Drive (Market Plaza & Village Shores) as Planned Mixed Use (PMU) and schedule a second reading for January 28, 2020.  
Staff Report No. 02
  - C. Consider approval of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2020.  
Staff Report No. 03
  - D. Consider approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2020 Sno\*ball Dance taking place February 8, 2020.  
Staff Report No. 04
  - E. Consider approval to designate an Acting City Manager for 2020.  
Staff Report No. 05
  - F. Consider the resolutions designating official depositories for the City of Richfield for 2020, including the approval of collateral.  
Staff Report No. 06

- G. Consider a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

Staff Report No. 07

- H. Consider a resolution designating an official newspaper for 2020.

Staff Report No. 08

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

### **RESOLUTIONS**

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

Staff Report No. 09

5. Consider a resolution approving the contract with the Police Officers and Detectives LELS Local 123 for the contract period January 1, 2020 through December 31, 2021 and authorize the City Manager to execute the agreement.

Staff Report No. 10

6. Consider a resolution approving the contract with the International Association of Firefighters Local 1215 for the contract period January 1, 2020 through December 31, 2021 and authorize the City Manager to execute the agreement.

Staff Report No. 11

### **OTHER BUSINESS**

7. Consider the designation of a Mayor Pro Tempore for 2020.

Staff Report No. 12

8. Consider representatives to serve as the 2020 liaisons to various local, regional and state organizations, and City boards and commissions.

Staff Report No. 13

9. Consider the acceptance of bid minutes/tabulation, dated January 7, 2020, award of contract to Commercial Refrigeration Systems, the lowest bidder, in the amount of \$2,849,895.00 (minus an 8% contingency during construction), and the authorization of staff to execute the contract for the Richfield Ice Arena Refrigeration Project, managed by B32 Engineering Group.

Staff Report No. 14

### **CITY MANAGER'S REPORT**

10. City Manager's Report

### **CLAIMS AND PAYROLLS**

11. Claims and Payroll

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 on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

### **COUNCIL DISCUSSION**

12. Hats Off to Hometown Hits

13. 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

## City Council Work Session

December 10, 2019

### CALL TO ORDER

The work session was called to order by Mayor Maria Regan Gonzalez at 5:47 p.m. in the Bartholomew Room.

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

*Council Members Absent:* Edwina Garcia

*Staff Present:* Katie Rodriguez, City Manager; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; Mary Tietjen, City Attorney; Neil Ruhland, Communication and Engagement Manager; and Kelly Wynn, Senior Office Assistant.

*Others Present:* Michael Drysdale, Attorney with Dorsey and Whitney

<b>Item #1</b>	<b>PRESENTATION OF ORGANIZED RESIDENTIAL CURBSIDE RECYCLING AND ORGANICS COLLECTION</b>
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City Manager Rodriguez described that staff is looking for direction on the next steps going forward and if there will be need for more work sessions.

Director Markle introduced the item and an overview. She spoke of the goal of where they would like to be with recycling and organics collection by 2030. Director Markle pointed out that Richfield is toward the bottom of the cities in Hennepin County concerning these items.

Sustainability Specialist Lindholm expressed the lack of education to residents regarding recycling and organics collection.

Director Markle referenced the Hennepin County disposal projections and how organics are the most common materials in the trash.

Sustainability Specialist Lindholm spoke to how they are introducing recycling in the parks to help the issue. They want to see reduction in what is going into the trash.

Director Markle discussed the task force and events they attended in helping educate the residents. She also addressed the organics drop-off program and how many residents are currently participating. Sustainability Specialist Lindholm discussed the number of residents that would like to take part in this program but are unable.

Sustainability Specialist Lindholm detailed the RFP process, timeline and cities they spoke with to help find the best solution for Richfield residents. They have requested proposals from haulers and it has created competitive pricing. The goal is to decrease trash and decrease trash pricing services. Other things being considered are revenue sharing, processing fees, education and safety.

City Attorney Tietjen addressed the legal consideration from the Garbage Haulers for Citizen Choice as well as business concerns and differing opinions of definitions of trash and recyclables and the potential exposure to liability.

Council Member Trautmann wondered if other cities have had similar issues going through this process. City Attorney Tietjen is not aware of any legal challenges regarding organized recyclables and organics.

Mayor Regan Gonzalez asked what category recyclables and organics in if they are not considered solid waste. City Attorney Tietjen explained that they have their own category and have their own definition.

Mayor Regan Gonzalez also asked when other cities used this process for organized collection. Sustainability Specialist Lindholm explained there is no real precedence for this process. She did address the example of Edina in which they are open for trash collection and organized for recycling along with Bloomington is organized for trash and recycling.

Council Member Whalen asked if it is possible to quantify the legal risks, if any. City Attorney Tietjen expressed how that is difficult to answer but feels confident in their interpretation. Council Member Whalen asked moving forward, there would be reevaluation of risk if other legal action is required. City Attorney Tietjen confirmed they would reevaluate.

Council Member Trautmann wondered about outstanding contracts with curbside organics pick up. Sustainability Specialist Lindholm guessed there to be about 75 households. Council Member Trautmann would like to make sure we are keeping the best interest of the residents in mind.

Sustainability Specialist Lindholm discussed the current three options for next steps. They are looking for suggestions from Council. She addressed the three options along with pros and cons for each possibility.

Michael Drysdale, Attorney with Dorsey and Whitney, addressed the Council and believes recyclables and organics are solid waste. He also does not believe that there is a clear picture pertaining to environmental and financial benefits. Mr. Drysdale also stated that it is not their intent to bring litigation but will if necessary.

Mayor Regan Gonzalez thanked Mr. Drysdale for speaking and asked if the council had any other comments or questions.

Council Member Supple would like to see option two eliminated because it does not make sense for the goal trying to be reached.

Council Member Whalen agreed with Council Member Supple on eliminating option two. He also addressed the resident feedback in that many bring up the issue of wanting to see fewer garbage trucks on the streets. Option one is where he is most comfortable, barring any legal actions. Council Member Whalen also asked about the transition from existing contracts to new ones pertaining to cancellation fees, physical cart return fees, and other items that will affect residents.

Mayor Regan Gonzalez also supports option one. She thanked the staff and task force for all the great work that has been done in this effort. She also believes that we are behind in these efforts and need make changes.



Sustainability Specialist Lindholm addressed the question of opting in versus across the board inclusion. She discussed what a few cities are currently doing but the process and charges vary greatly from city to city depending on the needs and wants.

Mayor Regan Gonzalez wondered what the process would like going forward. Sustainability Specialist Lindholm is attempting to keep costs as low as possible so residents are able to participate but not sacrifice education and service.

Mayor Regan Gonzalez requested to see a comparison of what residents are paying now, the proposals and around the county fees. She would also like to see a reduction of haulers.

Council Member Trautmann was curious of a level assessment in the worst case scenario of legal exposure. City Attorney Tietjen stated there is no of knowing at this point.

Council Member Whalen wanted to learn more about the competitive process for proposals, annual escalators for the residents, and the period of time a contract would be for and if we would revisit this entire process.

Sustainability Specialist Lindholm stated the contracts would be for five years and then there would be the option to renegotiate or possibly switch haulers. The bids they received did contain rates for all five years that included annual escalators but the increase was minimal. The increases varied depending on the carrier but were all relatively small increases.

City Manager Rodriguez confirmed that there was a consensus for moving forward with option one but keeping Council in the loop on new findings and keeping disruption to the residents at a minimum.

Mayor Regan Gonzalez reiterated that communication to the residents is very important in the process as well as Dorsey and Whitney.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:45 p.m.

Date Approved: January 14, 2019

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Office Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

December 10, 2019

### 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; Simon Trautmann; and Ben Whalen.

*Council Members Absent:* Edwina Garcia

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Neil Ruhland, Communications Manager; John Stark, Community Development Director; Chris Regis, Finance Director; Jay Henthorne, Police Chief; Jennifer Anderson, Support Services Supervisor; Amy Markle, Recreation Services Director; Rachel Lindholm, Sustainability Specialist; and Kelly Wynn, Senior Office Assistant.

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Whalen, S/Supple to approve the minutes of the: (1) City Council Work Session for November 26, 2019; and (2) City Council Meeting Minutes for November 26, 2019.

Motion carried 4-0.

Item #1

### PRESENTATION RICHFIELD FOUNDATION AWARDING GRANTS

Scott Hvizdos, Board Chair of the Richfield Foundation, discussed the work of the Foundation and presented grants to the following organizations:

- Assistance League;
- Bilingual Learning Center;
- Blessed Trinity Science Fair;

- Centennial Elementary PTSO;
- Crossroads Panorama;
- Human Rights Commission
- Hope Church/Richfield Young Life;
- Loaves and Fishes;
- Meals on Wheels;
- Oasis for Youth
- People with Capes;
- Red, White and Blue Days;
- Richfield HS Senior Class Party;
- Senior Community Services;
- Tapestry; and
- VEAP

<b>Item #2</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar

- A. Consider the acceptance of bid minutes/tabulation, dated December 3, 2019, award of contract to Peterson Companies, the lowest bidder, in the amount of \$187,371.00, plus 10% contingency, and authorization of staff to execute the contract for the Wood Lake Nature Center Boardwalk Replacement Project, managed by WSB Engineering. (Staff Report No. 152).
- B. Consider a resolution of support for MnDOT to construct noise walls along the south side of Highway 62, between Xerxes and Russell avenues and between 11<sup>th</sup> and Bloomington avenues within corporate City of Richfield (City) limits. (Staff Report No. 153).

#### RESOLUTION NO. 11683

#### RESOLUTION OF SUPPORT FOR THE MINNESOTA DEPARTMENT OF TRANSPORTATION METRO STANDALONE NOISE BARRIER APPLICATION

- C. Consider the adoption of a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses (Staff Report No. 154).

#### RESOLUTION NO. 11684

#### RESOLUTION AUTHORIZING RICHFIELD PUBLIC SAFETY/POLICE DEPARTMENT TO ACCEPT DONATIONS FROM THE LISTED AGENCIES, BUSINESSES AND PRIVATE INDIVIDUALS FOR DESIGNATED USES

- D. Consider to approve a contract from the City of Edina to provide dispatching service to the City of Richfield's Police and Fire Departments (Staff Report No. 154).
- E. Consider to approve the renewal of the 2020 licenses for On-Sale 3.2 Percent Malt Liquor, Off-Sale 3.2 Percent Malt Liquor and taxi companies doing business in Richfield (Staff Report No. 156).

Licenses to Operate in Richfield

Licenses to sell 3.2 Percent Malt Liquor

Gold Star Taxi - 7 vehicles	La Vaquita Short Stop- Off-Sale
	La Vaquita 2- Off-Sale
	Portland Food Mart - Off-Sale
	Pump & Munch - Off-Sale
	Richfield Minnoco - Off Sale
	Speedway #4186 - Off-Sale
	Speedway #4188 - Off-Sale
	Speedway #4191 - Off-Sale
	Speedway #4615 - Off-Sale
	Target Corporation - Off-Sale
	Vina Restaurant - On-Sale

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

Motion carried 4-0.

<b>Item #3</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>ITEM #4</b>	<b>CONSIDER RESOLUTIONS APPROVING THE 2019 REVISED/2020 PROPOSED BUDGET AND TAX LEVY AND RELATED RESOLUTIONS (STAFF REPORT 157).</b>
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Council Member Supple read Staff Report 157.

Council Member Whalen encouraged the public to circle back to previous work sessions reviewing the budget. He also thanked the staff for how diligently they worked.

Mayor Regan Gonzalez gave praise to Director Regis for his quality work and keeping Richfield in the middle of the pack and similar to other cities with increasing costs.

M/Supple, S/Trautmann to approve the resolution (1) adopting a budget and tax levy for the year 2020 and (2) authorizing budget revisions.

RESOLUTION NO. 11685  
RESOLUTION ADOPTING A BUDGET AND TAX LEVY FOR THE YEAR 2020

RESOLUTION NO. 11686  
RESOLUTION AUTHORIZING BUDGET REVISIONS

RESOLUTION NO. 11687  
RESOLUTION AUTHORIZING REVISION OF 2019 BUDGET OF VARIOUS DEPARTMENTS

RESOLUTION NO. 11688  
RESOLUTION AUTHORIZING ADJUSTMENT TO CITY'S MILEAGE REIMBURSEMENT  
RATE TO CONFORM TO INTERNAL REVENUE SERVICE STATUTORY MILEAGE  
REIMBURSEMENT RATE

RESOLUTION NO. 11689  
RESOLUTION ADOPTING THE 2020 CAPITAL IMPROVEMENT BUDGET

RESOLUTION NO. 11690  
RESOLUTION ADOPTING THE 2021-2024 CAPITAL IMPROVEMENT PROGRAM

RESOLUTION NO. 11691  
RESOLUTION RELATING TO PURCHASING PRACTICES IN THE CITY OF RICHFIELD  
AMENDING RESOLUTION NO. 11586

RESOLUTION NO. 11692  
RESOLUTION ESTABLISHING WASTEWATER SERVICE RATES AND CHARGES, WATER  
RATES AND CHARGES, SPECIAL WATER SERVICE CHARGES, STORM SEWER RATES  
AND CHARGES, STREET LIGHT RATES AND CHARGES, AND 6.5% PENALTY ON PAST  
DUE ACCOUNTS

RESOLUTION NO. 11693  
RESOLUTION ESTABLISHING A PUBLIC WORKS ON-CALL COMPENSATION POLICY

RESOLUTION NO. 11694  
RESOLUTION ESTABLISHING 2020 LICENSE, PERMIT AND MISCELLANEOUS FEES  
PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE  
CITY OF RICHFIELD RESCINDING RESOLUTION NO. 11589

RESOLUTION NO. 11695  
RESOLUTION AUTHORIZING A CAR ALLOWANCE REIMBURSEMENT POLICY

RESOLUTION NO. 11696  
RESOLUTION RELATING TO THE 2020 GENERAL SERVICES SALARY COMPENSATION  
PLAN

RESOLUTION NO. 11697  
RESOLUTION RELATING TO THE 2020 MANAGEMENT SALARY COMPENSATION PLAN

RESOLUTION NO. 11698  
RESOLUTION RELATING TO THE 2020 SPECIALIZED PAY PLAN

Motion carried 4-0

Item #5	<b>CONSIDER A RESOLUTION ESTABLISHING A RICHFIELD SUSTAINABILITY COMMISSION TO CHAMPION COMMUNITY SUSTAINABILITY EFFORTS (STAFF REPORT 158).</b>
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Council Member Whalen read Staff Report 158.

Director Markle expressed the excitement from both residents and staff to move the sustainability efforts forward.

M/Whalen, S/Trautmann to approve the resolution establishing a Richfield Sustainability Commission.

RESOLUTION NO. 11699  
RESOLUTION ESTABLISHING A RICHFIELD SUSTAINABILITY COMMISSION

Council Member Whalen thanked the residents in attendance, along with staff, for all the work that has been put in to making this effort happen. He also reminded residents that the applications are open to become part of a commission and the Sustainability Commission is now part of that list.

Council Member Supple encouraged high school students to also submit applications to be a youth commissioner.

Council Member Trautmann expressed gratitude to all the existing commissioners and believes the Sustainability Commission will be a great addition.

Mayor Regan Gonzalez voiced great appreciation to everyone who was involved in forming the Sustainability Commission and all the hours spent making it a reality.

Motion carried 4-0

Item #6	<b>CONSIDER AN AMEDNMENT TO THE PLANS FOR THE RF64 APARTMENT AND TOWNHOME PROJECT ALONG 16<sup>TH</sup> AVENUE AND RICHFIELD PARKWAY, BETWEEN APPROXIMATELY TAFT PARK AND 65<sup>TH</sup> STREET. THE PROPOSED REVISION WILL REDUCE THE NUMBER OF TOWNHOMES CONSTRUCTED FROM 72 TO 64 (STAFF REPORT 159).</b>
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Council Member Whalen presented Staff Report 159.

Director Stark reiterated that with this project, there was the potential to not be able to acquire all the homes on the proposed lot.

M/Whalen, S/Supple to approve the resolution of an amended final development plan and conditional use permit for a planned unity development.

RESOLUTION NO. 11700  
RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN AND  
CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT

Council Member Whalen asked Director Stark to expand on the discussions around the ability for the developer to return if the final property does become available.

Director Stark confirmed the developer would have great advantages by completing the project in full and will continue to work with the developer.

Mayor Regan Gonzalez spoke to how unfortunate it is that the property was not able to be acquired but was aware of the risk.

Council Member Whalen asked if with the decrease in townhomes, will there still be a certain percentage of affordable housing available. Director Stark stated the information was not readily available but will look into the matter.

Motion carried 4-0.

Item #7	<b>PUBLIC HEARING AND CONSIDER THE ADOPTION OF A RESOLUTION REGARDING THE REMOVAL OF A SIDEWALK EASEMENT ON THE NOVO DEVELOPMENT SITE (STAFF REPORT 160).</b>
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Council Member Trautmann read Staff Report 160 and opened the public hearing.

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

Motion carried 4-0

M/Trautmann, S/Supple to approve the resolution authorizing the vacation of a sidewalk easement related to the NOVO development.

RESOLUTION NO. 11701  
RESOLUTION AUTHORIZING THE VACATION OF A SIDEWALK EASEMENT  
RELATED TO THE NOVO DEVELOPMENT

Motion carried 4-0.

Item #8	<b>PUBLIC HEARING AND CONSIDER TO APPROVE THE RENEWAL OF 2020 PAWNBROKER AND SECONDHAND GOODS DEALER LICENSES FOR METRO PAWN &amp; GUN, INC., 7529 LYNDALE AVE S (STAFF REPORT NO. 161).</b>
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Council Member Trautmann presented Staff Report 161 and opened the public hearing.

Mark Nichols and Jared Kuntz, owner and general manager of Metro Pawn & Gun, Inc., introduced themselves, thanked the Council for their consideration, and informed Council they were available if any issues arise.

Mayor Regan Gonzalez thanked them for coming every year and introducing themselves.

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

Motion carried 4-0

M/Trautmann, S/Regan Gonzalez to approve the renewal of 2020 Pawnbroker and Secondhand Goods Dealer licenses for Metro Pawn & Gun, Inc. 7529 Lyndale Avenue South.

Motion carried 4-0.

<b>Item #9</b>	<b>PUBLIC HEARING AND CONSIDER THE APPROVAL OF A NEW ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR O'REILLY CUSTOM 6, LLC D/B/A SANDY'S TAVERN LOCATED AT 6612 PENN AVE S (STAFF REPORT NO. 162).</b>
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Mayor Regan Gonzalez read Staff Report 162 and opened the public hearing.

Rick Oknick, Sandy's Tavern new operator, introduced himself and spoke of how grateful they are to be part of the community.

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

Motion carried 4-0

M/Regan Gonzalez, S/Whalen approval a new On-Sale Wine and 3.2 Percent Malt Liquor licenses for O'Reilly Custom 6, LLC d/b/a Sandy's Tavern located at 6612 Penn Ave S.

Motion carried 3-0

<b>Item #10</b>	<b>PUBLIC HEARING AND CONSIDER THE APPROVAL OF A NEW ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES, WITH THE OPTIONAL 2 A.M. CLOSING, FOR LOS SANCHEZ TAQUERIA II, LLC D/B/A LOS SANCHEZ TAQUERIA, 2 66TH STREET WEST. (STAFF REPORT NO. 163)</b>
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Mayor Regan Gonzalez presented Staff Report 163 and opened the public hearing.

Council Member Trautmann left the council chambers at 7:46p.m.

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

Motion carried 3-0

M/Regan Gonzalez, S/Whalen approval of a new On-Sale Wine and 3.2 Percent Malt Liquor licenses, with the option 2 a.m. closing, for Los Sanchez Taqueria II, LLC d/b/a Los Sanchez Taqueria, located at 2 66<sup>th</sup> Street West.

Motion carried 3-0

Council Member Trautmann returned to council chambers at 7:48p.m.

<b>Item #11</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC D/B/A CHIPOTLE MEXICAN GRILL, 7644 LYNDALE AVENUE SOUTH. (STAFF REPORT NO. 164)</b>
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<b>Item #12</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR DAVANNI'S, INC. D/B/A DAVANNI'S PIZZA AND HOT HOAGIES, 6345 PENN AVENUE SOUTH. (STAFF REPORT NO. 165)</b>
<b>Item #13</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR JOY'S PATTAYA THAI RESTAURANT, LLC D/B/A JOY'S PATTAYA THAI RESTAURANT, 7545 LYNDALE AVENUE SOUTH. (STAFF REPORT NO. 166)</b>
<b>Item #14</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES WITH OUTSIDE SEATING FOR LRFC, LLC D/B/A LOCAL ROOTS FOOD &amp; COFFEE, 817 66TH STREET EAST. (STAFF REPORT NO. 167)</b>
<b>Item #15</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR MINNESOTA JUNIOR HOCKEY GROUP, LLC D/B/A MINNESOTA MAGICIANS AT THE RICHFIELD ICE ARENA, 636 EAST 66TH STREET. (STAFF REPORT NO. 168)</b>
<b>Item #16</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR MY BURGER OPERATIONS, LLC D/B/A MY BURGER, 6555 LYNDALE AVENUE SOUTH. (STAFF REPORT NO. 169)</b>
<b>Item #17</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR PATRICK'S FRENCH BAKERY, INC. D/B/A PATRICK'S BAKERY &amp; CAFE, 2928 66TH STREET WEST. (STAFF REPORT NO. 170)</b>
<b>Item #18</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR HENRY THOU D/B/A RED PEPPER CHINESE RESTAURANT, 2910 66TH STREET WEST. (STAFF REPORT NO. 171)</b>

Council Member Supple presented Staff Report Nos. 164 through 171 and opened the public hearings for all 2020 On-Sale Wine and 3.2 Percent Malt Liquor licenses.

Doug Preston, District Manager of My Burger, introduced himself, thanked the Council and explained how he is available if any questions or concerns should arise.

M/Supple, S/Whalen to close the public hearings.

Motion carried 3-0.

M/Supple, S/Whalen to approve the renewal of the 2020 On-Sale Wine and 3.2 Percent Malt Liquor licenses for:

- Chipotle Mexican Grill;
- Davanni's Pizza and Hot Hoagies;
- Joy's Pattaya Thai Restaurant;
- Local Roots Food & Coffee;
- Minnesota Magicians at the Richfield Ice Arena;
- My Burger;
- Patrick's Bakery & Cafe; and
- Red Pepper Chinese Restaurant.

Council Member Trautmann abstains from voting regarding the liquor licenses for item nine through twenty seven. With his law firm representing a number of the businesses on the agenda, he prefers to stay neutral.

Motion carried 3-0.

<b>Item #19</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OPTIONAL 2 A.M. CLOSING FOR EL TEJABAN MEXICAN RESTAURANT, LLC D/B/A EL TEJABAN MEXICAN GRILL, 6519 NICOLLET AVENUE SOUTH. (STAFF REPORT NO. 172)</b>
<b>Item #20</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES WITH OUTSIDE SERVICE, FOR THOMPSON'S FIRESIDE PIZZA, INC. D/B/A FIRESIDE FOUNDRY, 6736 PENN AVENUE SOUTH. (STAFF REPORT NO. 173)</b>
<b>Item #21</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OPTIONAL 2 A.M. CLOSING, FOR FRENCHMAN'S PUB, INC. D/B/A FRENCHMAN'S, 1400 66TH STREET EAST. (STAFF REPORT NO. 174)</b>
<b>Item #22</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE, FOR VPC RICHFIELD PIZZA, LLC D/B/A GIORDANO'S OF RICHFIELD, 3000 66TH STREET WEST. (STAFF REPORT</b>

	<b>NO. 175)</b>
<b>Item #23</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE FOR WILTSHIRE RESTAURANTS, LLC D/B/A HOULIHAN'S RESTAURANT &amp; BAR, 6601 LYNDAL AVENUE SOUTH. (STAFF REPORT NO. 176)</b>
<b>Item #24</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR PAISAN INCORPORATED D/B/A KHAN'S MONGOLIAN BARBEQUE, 500 78TH STREET EAST. (STAFF REPORT NO. 177)</b>
<b>Item #25</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR LYN 65, LLC D/B/A LYN 65 KITCHEN &amp; BAR, 6439 LYNDAL AVENUE SOUTH. (STAFF REPORT NO. 178)</b>
<b>Item #26</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR LYNDAL SMOKEHOUSE, LLC D/B/A LYNDAL SMOKEHOUSE, 7745 LYNDAL AVENUE SOUTH. (STAFF REPROT NO. 179)</b>
<b>Item #27</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2020 ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES, WITH OUTSIDE SERVICE AND THE OPTIONAL 2 A.M. CLOSING, FOR PIZZA LUCE VII, INC. D/B/A PIZZA LUCE, 800 66TH STREET WEST. (STAFF REPORT NO. 180)</b>

Council Member Whalen read Staff Report Nos. 172 through 180 and opened the public hearings for all 2020 On-Sale Intoxicating and Sunday Liquor licenses.

M/Whalen, S/Supple to close the public hearings.

Motion carried 3-0.

M/Whalen, S/Regan Gonzalez to approve the renewal of the 2020 On-Sale Intoxicating and Sunday Liquor licenses for:

- El Tejaban Mexican Grill;
- Fireside Foundry;
- Frenchman's;
- Giordano's of Richfield;
- Houlihan's Restaurant & Bar;
- Khan's Mongolian Barbeque;

- Lyn 65 Kitchen & Bar;
- Lyndale Smokehouse; and
- Pizza Luce.

Motion carried 3-0.

<b>Item #28</b>	<b>PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF THE RENEWAL OF 2019 CLUB ON-SALE INTOXICATING AND SUNDAY LIQUOR LICENSES FOR FRED BABCOCK V.F.W. POST NO. 5555, 6715 LAKESHORE DRIVE. (STAFF REPORT NO. 181)</b>
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Council Member Trautmann presented Staff Report No 181 and opened the public hearing for the 2020 Club On-Sale Intoxicating and Sunday Liquor licenses.

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

Motion carried 4-0.

M/Trautmann, S/Whalen to approve the renewal of the 2020 Club On-sale Intoxicating and Sunday Liquor licenses for:

- Fred Babcock V.F.W. Post No. 5555

Motion carried 4-0.

Council Member Trautmann expressed his gratitude for the V.F.W. and its members for their sponsorships.

<b>Item #29</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Rodriguez stated the City Council meeting on Tuesday, February 25, 2020 will need to be moved to Monday, February 24, 2020. The current Planning Commission meeting taking place on Monday, February 24, 2020 will be moved to another date.

<b>Item #30</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Whalen, S/Supple that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>12/10/19</b>
A/P Checks: 282908 – 283225	\$ 1,511,835.51
Payroll: 150482 – 150811 43125 - 43128	<u>672,642.94</u>
TOTAL	\$ 2,184,478.45

Motion carried 4-0.

**OPEN FORUM**

None

**Item #31****COUNCIL DISCUSSION**

- Hats Off to Hometown Hits

Council Member Supple referenced Richfield Counts and the upcoming Census. The next meeting will be Tuesday, December 17<sup>th</sup> and begin 6:00 p.m. at the Richfield Community Center. She also mentioned the commission applications are currently open and the deadline is December 31<sup>st</sup>. Lastly, Council Member Supple is looking forward to the next round of sidewalk poetry and encouraged the public to submit their work.

Council Member Whalen called attention to the Richfield Community Education booklet and all the wonderful programming available. There will also be a breakfast with Santa Sunday, December 15<sup>th</sup> and would like to wish everyone a happy holidays.

Council Member Trautmann also referenced Breakfast with Santa as well as the Holiday Winter Market. He encouraged residents to shop the market and support local vendors with holiday gifts and items. Council Member Trautmann furthermore encouraged residents to participate in the Pajama Jingle Jam on Friday, December 13<sup>th</sup>.

Mayor Regan Gonzalez sent well wishes to Council Member Garcia as she is not feeling well. She also wished Council Member Supple a happy birthday. A big thank you sent out to the Richfield Police Department along with everyone participated with Heroes and Helpers. Lakewinds Coop is also participating in Round Up for Wood Lake Nature Center for December. Wood Lake Nature Center will be hosting a gingerbread event on Sunday December 15<sup>th</sup>. Mayor Regan Gonzalez encouraged residents to visit the website for all the upcoming events. She also referenced the Three Kings Day event at the Wood Lake Nature Center Friday, January 4<sup>th</sup> from 12-2pm as well as Friday January 10<sup>th</sup> at the STEM School from 6-8pm.

**Item #32****ADJOURNMENT**

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

Date Approved: January 14, 2019

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Administrative Assistant

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special Meeting

December 18, 2019

### CALL TO ORDER

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

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

*Staff Present:* Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Neil Ruhland, Communications Manager; Jay Henthorne, Police Chief; Jennifer Anderson, Support Services Supervisor; and Kelly Wynn, Senior Office Assistant.

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

Item #1

**PUBLIC HEARING AND CONSIDER TO APPROVE THE RENEWAL OF 2020 CLUB ON-SALE AND SUNDAY LIQUOR LICENSES FOR MINNEAPOLIS-RICHFIELD AMERICAN LEGION POST NO. 435, 6501 PORTLAND AVE S (STAFF REPORT 182).**

Mayor Regan Gonzalez presented staff report 182 and asked if staff had any additional comments.

City Manager Rodriguez corrected the staff report in that the utility fees have been paid in full.

Mayor Regan Gonzalez opened the public hearing.

Tom Eckoff, 7508 11<sup>th</sup> Ave S, finance officer for Post 435, expressed his appreciation to the Council for taking time to have the meeting. He then gave a history of the Legion in Richfield.

Casey Ludwig, First Vice Commander, gave examples of the community events he has provided through the Legion and thanked the Council for their time.

Chuck Munson, member of the Executive Board, wanted the Council to know what an asset the Legion is to the City.

Jill Davis, President of Auxiliary, voiced her support for the Legion and gave examples of how they support veterans, local youth and the community.

Julie Schmandke, Legion employee, recognized the rules and regulations but wanted to express the Legion is under new management and is working hard to make things right. She believes the community and veterans need the post. All members are committed to the community and need a place to come together.

Diane Miller, Legion Controller, thanked City Manager Rodriguez and staff for all their cooperation. She has shared a financial plan and they are ready to move forward. She is available to answer any questions or concerns.

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

Motion carried 5-0

M/Supple, S/Garcia to consider a waiver to approve the renewal of 2020 Club On-Sale and Sunday Liquor licenses for the Minneapolis-Richfield American Legion Post No. 435, 6501 Portland Avenue South.

Council Member Garcia recognized the Legion has been part of the City for a long time and how much they do for the community. She appreciated how they worked with staff and the transparency they have supplied.

Council Member Whalen thanked the Legion for everything they do in the community but wanted to remind them that tax dollars also serve the community. He wanted to see more of how they will be moving forward.

Diane Miller came on staff March 1<sup>st</sup> and noticed right away the bookkeeping was not up to par. She referenced the letter provided to Council via their CPA. The Board has put in the hours to come up with a plan. She emphasized the dedication everyone is to making improvements. She went on to give some examples of what they will be doing to avoid this situation in the future.

Council Member Whalen thanked Diane Miller for the humility and honest explanation and would like to continue open conversations going forward.

Council Member Supple expressed appreciation on the letter from the CPA and how it greatly influenced her opinion to approve the waiver.

Council Member Trautmann thanked the Legion for their service and how they are an institution in the community.

Mayor Regan Gonzalez also thanked all the Veterans for all they have done and being a foundation in Richfield. She also would like to keep communication pathways open in the future.

Motion carried 5-0

<b>Item #2</b>	<b>ADJOURNMENT</b>
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The meeting was adjourned by unanimous consent at 8:08 p.m.

Date Approved: January 14, 2019

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Maria Regan Gonzalez  
Mayor

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Kelly Wynn  
Senior Administrative Assistant

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Katie Rodriguez  
City Manager





**STAFF REPORT NO. 01**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
1/7/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/8/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution granting an amendment to approved development plans at Cedar Point Commons, requesting approval of a standalone trash enclosure for the retail building at 1840 66th Street East.**

**EXECUTIVE SUMMARY:**

Plans for Cedar Point Commons were approved by the City Council in 2006, allowing construction of Target, Home Depot, TCF Bank, and several standalone retail buildings. In 2016, the City Council approved an amendment to the Planned Unit Development, granting approval of two additional retail buildings and a childcare center, completing the nearly 30-acre development. The easternmost retail building at 1840 66th Street East is home to restaurants Five Guys and Café Zupas. In accordance with Zoning Code requirements for new development, the building was designed with an interior trash room for dumpster storage. Hempel Companies (Applicant) is now proposing to add a standalone dumpster enclosure in the parking lot. The Applicant states that the interior trash room, accessible only from the rear (south) side of the building, presents a hardship for trash haulers to access dumpsters around the perimeter of the building due to the presence of retaining walls at the building's southeast corner. They also state that the current trash room is not adequately sized to meet Hennepin County's new requirement mandating collection of organics, which requires an additional container. A letter from Hempel Companies is attached to this report, along with site plans showing the location of the proposed enclosure.

Since 2007, the Zoning Code (Section 544.05) has required that all refuse and recycling collection be designed into the interior space of new buildings, while buildings constructed prior to 2007 are permitted to use standalone trash enclosures meeting certain design requirements. This variation from Code requirements necessitates that the amendment be brought before the Planning Commission and City Council for approval. While the proposed dumpster enclosure is a deviation from normal Code requirements for new buildings, the building materials will complement the principal buildings of the development. The enclosure will be positioned to minimize impacts to parking lot circulation and views from other properties. City staff have reviewed the proposal and do not anticipate any adverse impacts. Finding that requirements to grant an amendment are met, staff recommends approval.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution amending the Planned Unit Development, Conditional Use Permit, and Final Development Plan for Cedar Point Commons at 1840 66th Street East.**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

See Executive Summary.

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

In a Planned Unit Development (PUD), variations from code requirements are processed as an amendment to the original approvals, rather than as a standard variance request. The following variation from code requirements is requested: Zoning Code Section 544.05 requires that all refuse collection, recycling and utilitarian elements shall be designed into the interior space of buildings. This requirement applies to all new construction since 2007. Existing buildings are permitted to use standalone trash enclosures meeting the design requirements of Section 544.05 (c). A full review of PUD requirements is included as an attachment to this report.

### **C. CRITICAL TIMING ISSUES:**

**60-DAY RULE:** The 60-day clock 'started' when a complete application was received on November 25, 2019. A decision is required by January 24, 2020 OR the Council must notify the applicant that it is extending the deadline (up to a maximum of 60 additional days or 120 days total) for issuing a decision.

### **D. FINANCIAL IMPACT:**

None.

### **E. LEGAL CONSIDERATION:**

- The Planning Commission held a public hearing on December 9, 2019. No members of the public spoke. The Planning Commission recommended approval (6-0).
- Notice of the public hearing was published in the Sun Current newspaper and mailed to properties within 350 feet of the site on November 28, 2019.

## **ALTERNATIVE RECOMMENDATION(S):**

- Approve the attached resolution with modifications.
- Deny the request with a finding that requirements are not met.

## **PRINCIPAL PARTIES EXPECTED AT MEETING:**

Ben Krsnak, Hempel Companies (owner)

## **ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ Requirements	Backup Material
□ Developer narrative & plans	Backup Material

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AN AMENDED  
FINAL DEVELOPMENT PLAN  
AND CONDITIONAL USE PERMIT  
FOR THE CEDAR POINT COMMONS  
PLANNED UNIT DEVELOPMENT**

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of an amended final development plan and conditional use permit for the Cedar Point Commons planned unit development located at approximately 66<sup>th</sup> Street East and Richfield Parkway, property legally described as:

LOT 3, BLOCK 1, CEDAR POINT COMMONS, HENNEPIN COUNTY,  
MINNESOTA

**WHEREAS**, the proposed amendment requests approval of a standalone dumpster enclosure for use by the tenants of the building at 1840 66th Street East; and

**WHEREAS**, Zoning Code Section 544.05 requires that refuse collection be designed into the interior space of buildings; and

**WHEREAS**, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested amendment to the final development plan and conditional use permit at its December 9, 2019 meeting; and

**WHEREAS**, notice of the public hearing was mailed to properties within 350 feet of the subject property and published in the Sun-Current on November 28, 2019; and

**WHEREAS**, the requested amendment to the final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Zoning Code Sections 542.09, Subd. 3, and 547.09, Subd. 6; and as detailed in City Council Staff Report No. \_\_\_\_\_; and

**WHEREAS**, the City has fully considered the request for approval of an amended planned unit development, final development plan and conditional use permit; and

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. An amended planned unit development, final development plan and conditional use permit are approved, allowing construction of the standalone dumpster enclosure, as described in City Council Report No. \_\_\_\_, on the Subject Property legally described above.

3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:
  - A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
  - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated November 21, 2019 and compliance with all other City and State regulations.
  - Unless specifically modified by this resolution, all previous conditions of approval remain in place.
4. This amendment to the planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.
5. The planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of January, 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

## Required Findings

**Part 1:** The following findings are necessary for approval of a PUD application (542.09 Subd. 3):

1. *The proposed development conforms to the goals and objectives of the City's Comprehensive Plan and any applicable redevelopment plans.* The Comprehensive Plan guides this area for regional commercial/office development.
2. *The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries.* While the proposed enclosure is a deviation from normal Code requirements for new buildings, building materials will complement the principal buildings of the development. The enclosure will be positioned to minimize impacts to parking lot circulation and views from other properties.
3. *The development is in substantial conformance with the purpose and intent of the guiding district, and departures from the guiding district regulations are justified by the design of the development.* The development will remain in substantial compliance with the intent of the guiding C-2 District.
4. *The development will not create an excessive burden on parks, schools, streets or other public facilities and utilities that serve or area proposed to serve the development.* The City's Public Works, Engineering and Recreation Departments have reviewed the proposal and do not anticipate any issues.
5. *The development will not have undue adverse impacts on neighboring properties.* No undue adverse impacts are anticipated.
6. *The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interest.* This requirement is met; appropriate stipulations have been incorporated into the final resolution.

**Part 2:** All uses are conditional uses in the PC-2 District. The findings necessary to issue a Conditional Use Permit (CUP) are as follows (Subd. 547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.* See above – Part 1, #1.
2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.* See above – Part 1, #2.

3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.* No changes are proposed to any current uses.

4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.* Deviation from Code requirements is requested as follows:

Zoning Code Section 544.05 requires that all refuse collection, recycling and utilitarian elements shall be designed into the interior space of buildings. This requirement applies to all new buildings since 2007. Buildings constructed prior to 2007 are permitted to use standalone trash enclosures meeting the design requirements of Section 544.05 (c).

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.* The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any adverse impacts.

6. *The use will not have undue adverse impacts on the public health, safety, or welfare.* Adequate provisions have been made to protect the public health, safety and welfare.

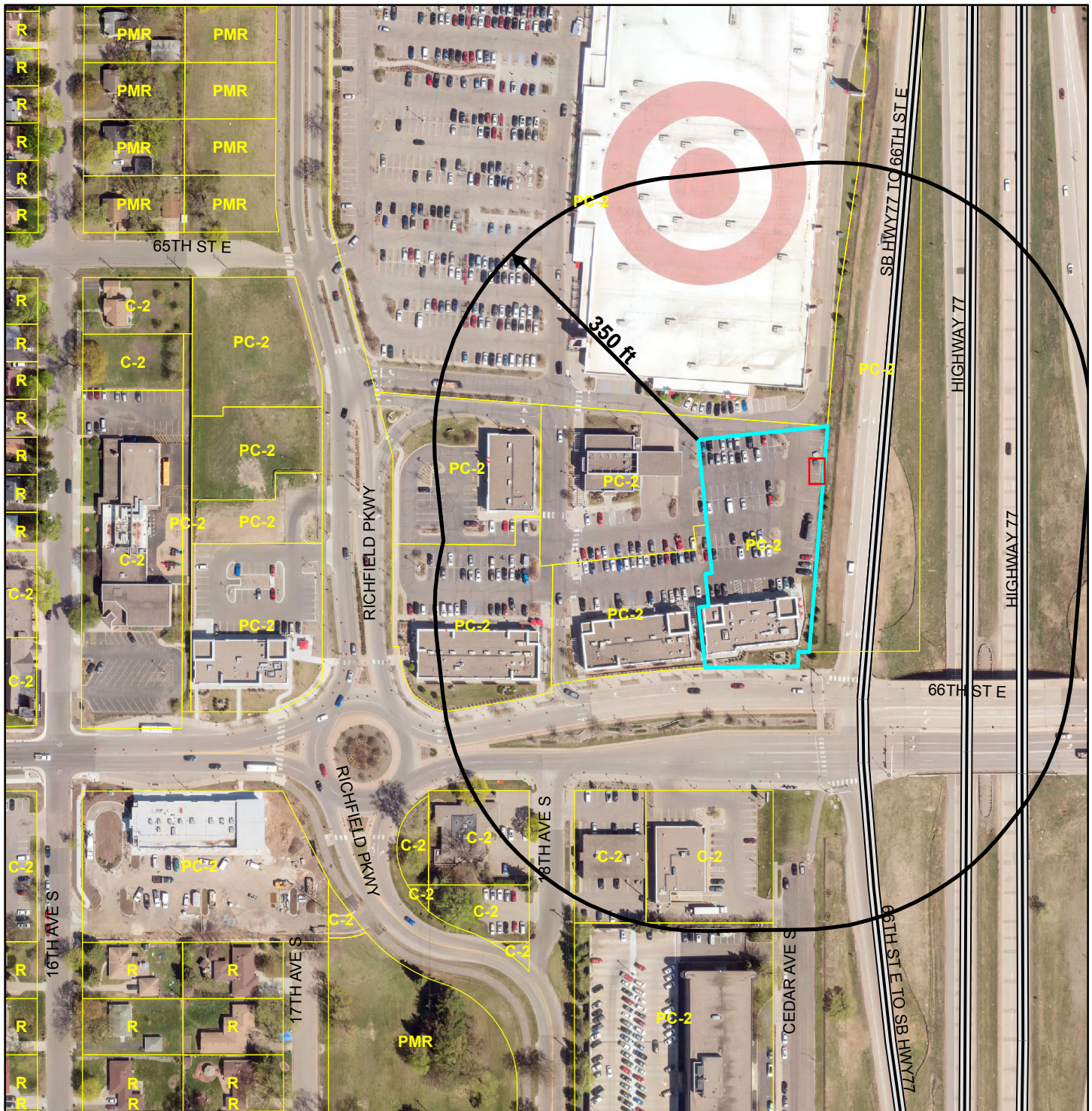
7. *There is a public need for such use at the proposed location.* No changes are proposed to any current uses.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.* This requirement is met.



# Cedar Point Commons - APUD 12/2019

## Surrounding Zoning



C-2 - General Commercial  
 PC-2 - Planned General Commercial  
 R - Single Family Residential  
 PMR - Planned Multi-Family Residential

0 105 210 420 630 840 Feet

  1840 66th St E

  Enclosure location







**HEMPEL**  
REAL ESTATE

November 12, 2019

Dear City of Richfield:

We are requesting a change to the PUD to allow for an exterior trash enclosure at Cedar Point Commons to service the Five Guys/Diamond Brows/Café Zupas building. The building was designed with an interior trash room to accommodate both recycling and refuse disposal. A variety of challenges have made this interior room unworkable:

- 1) The topography of the site and numerous retaining walls have made it difficult to navigate the large dumpsters around the side of the building for pickup
- 2) The volume produced would require multiple trips per day by a garbage truck if placed in smaller containers
- 3) The room is not sized adequately for new organic recycling requirements

We are asking for this change to be acceptable for the following reasons:

The enclosure:

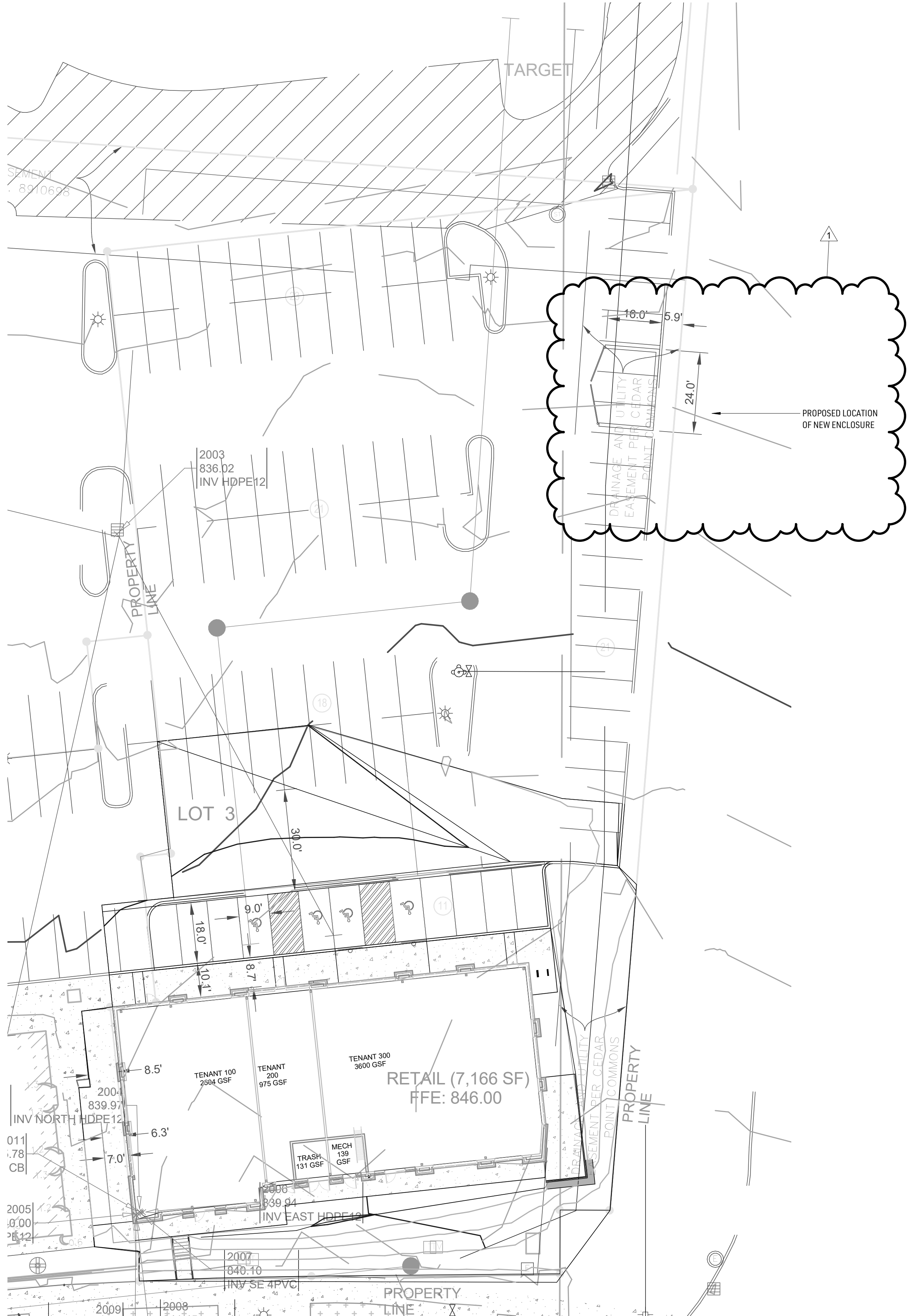
- 1) Will be located far from the front entrance of the building in an infrequently used portion of the parking lot;
- 2) Will be naturally screened by the berm in between the parking lot and the highway;
- 3) Will not be visible from any residential structure;
- 4) Will be built of the same quality of materials as the building and include a roof; and
- 5) Is environmentally responsible as it reduces truck trips and provides for organic recycling.

Thank you for your consideration.

Ben Krsnak

Hempel Companies





**DJR**  
ARCHITECTURE, INC.  
300 Washington Ave., Suite 210  
St. Paul, MN 55101  
612.676.2700 www.djr-inc.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

DATE: 11/25/2019  
SIGNATURE: [Signature]  
DESIGNER: [Name]  
PROJECT NUMBER: [Number]

ISSUE DATE: 11/25/2019  
ISSUE DATE: 11/25/2019

CLIENT: [Name]  
CONTRACTOR: [Name]  
STRUCTURAL: [Name]  
CIVIL: [Name]

**SH ENCLOSURE**  
PRELIMINARY: NOT FOR CONSTRUCTION

Issue:	Date:	Project #:
1 Revision 1	11-25-2019	15-083.05
	Date:	Issue Date
	Drawn by: CW	
	Checked by: SN	





**STAFF REPORT NO. 02**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
1/7/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/8/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of the first reading of an ordinance rezoning property at 6501 Woodlake Drive (Market Plaza & Village Shores) as Planned Mixed Use (PMU) and schedule a second reading for January 28, 2020.**

**EXECUTIVE SUMMARY:**

Market Plaza and Village Shores ("Market Plaza"), originally built in 1986, is a mixed-use, residential and commercial development on the northwest corner of Lyndale Avenue and 66th Street. The property was significantly renovated and remodeled over 2016-2018. Civil Site Group ("Applicant") has now submitted plans for a new building at the corner for a Chase Bank branch, including a drive-up ATM lane in the parking lot. In addition to their application requesting approval of a major amendment to the Planned Unit Development for Market Plaza, the Applicant is also requesting to rezone the property from Planned Multifamily Residential (PMR) to Planned Mixed Use (PMU). The comprehensive plan designates this site and the greater Lyndale Avenue & 66th Street area as "Mixed Use". However, as Market Plaza was developed prior to the creation of a mixed use zoning district, the property has remained zoned PMR over the years. While the PMR zoning district does allow for limited commercial uses within Planned Unit Developments, Market Plaza is a truly mixed use development with a large shopping center component. With the proposed addition of another commercial building, staff believes it is appropriate for the property to be rezoned to a mixed use zoning district in conjunction with this proposal.

The Planning Commission held a public hearing for the rezoning and proposed development on December 9. The Planning Commission voted unanimously to recommend approval of rezoning the property to PMU, and voted (4-2) to recommend approval of the development plans for the corner. This first reading of rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the specific development plans. A second reading and final development plans will be considered by the Council on January 28, 2020.

**RECOMMENDED ACTION:**

**By motion: Approve a first reading of an ordinance that amends Richfield Zoning Code Appendix I to change the zoning designation of property at 6501 Woodlake Drive (Market Plaza & Village Shores) from Planned Multi-Family Residential (PMR) to Planned Mixed Use (PMU).**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

See Executive Summary.

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

The comprehensive plan designates this site and the greater downtown / Lyndale Avenue & 66th Street area as "Mixed Use". However, as Market Plaza was developed prior to the creation of a Mixed Use designation or zoning district, the property has remained zoned PMR. State Statutes require that zoning designations match the comprehensive plan, and staff felt it was appropriate for the property to be rezoned in conjunction with this proposal. Absent this application, the property would likely be rezoned later in 2020 as City staff works to update zoning designations citywide to bring zoning designations into conformance with the comprehensive plan.

### **C. CRITICAL TIMING ISSUES:**

- **60-DAY RULE:** The 60-day clock started when a complete application was received on November 29, 2019. Due to the long gap between the Planning Commission meeting and City Council consideration, staff informed the applicant that the City was extending the timeline for a decision by 30 days. A decision is required by February 27, 2020, or the Council must notify the applicant that it is extending the deadline for issuing a decision (up to a maximum of 30 additional days or 120 days total).
- A second reading of the proposed ordinance is scheduled for January 28, 2020, alongside consideration of other land use applications.

### **D. FINANCIAL IMPACT:**

The required application fees have been paid.

### **E. LEGAL CONSIDERATION:**

- A public hearing was held before the Planning Commission on December 9. Notice of the public hearing was mailed to properties within 350 feet of the proposed development and published in the Sun Current newspaper.
- The Planning Commission voted unanimously to recommend approval of rezoning the property to PMU, and voted (4-2) to recommend approval of the development plans.

## **ALTERNATIVE RECOMMENDATION(S):**

None.

## **PRINCIPAL PARTIES EXPECTED AT MEETING:**

David Knable, Civil Site Group (applicant on behalf of owner)

## **ATTACHMENTS:**

Description	Type
❑ Ordinance - rezone PMR to PMU	Ordinance
❑ Zoning maps	Backup Material
❑ Developer narrative	Backup Material
❑ Chase Bank site plans	Backup Material

## ORDINANCE NO.

### AN ORDINANCE RELATING TO ZONING; AMENDING APPENDIX I TO THE RICHFIELD CITY CODE BY REZONING LAND AT THE NORTHWEST CORNER OF 66TH STREET AND LYNDALE AVENUE AS PLANNED MIXED USE

#### THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 8 of Appendix 1 of the Richfield Zoning Code (Planned Mixed Use) is amended to add a new Paragraph 9 to read as follows:

(9) M-3 (NW corner, 66th and Lyndale): All tracts of R.L.S. No. 1635 and of R.L.S. No. 1864

Sec. 2. Section 9, Paragraph 3 (Planned Multiple Residential) is amended to read as follows:

(3) M-3 (Woodlake Point Condominiums): CONDOMINIUM NO. 0533 WOODLAKE POINT

~~(3) — M-3 (NW corner, 66th and Lyndale).~~

~~Tract 1: All that part of the following described premises lying easterly of the center line of Graham Avenue as deeded to Richfield in Deed recorded in Book 2052 of Deeds, page 639; that part of Government Lot 2 described as beginning at the intersection of the center line of 66th Street with the westerly line of Government Lot 2, which is the old Military Reservation line; thence northwesterly 114.6 feet along the said Military Reservation line to Judicial Landmark No. 11 set pursuant to Torrens Case No. A-2547; thence north along a line extended to Judicial Landmark No. 9 set pursuant to Torrens Case No. A-2547 to the intersection of said line with the southerly line of 65th Street, which is the southerly line of premises conveyed to the Village of Richfield in Deed recorded in Book 2053 of Deeds, page 131; thence northeasterly along the southerly line of 65th Street, which is the southerly line of the premises conveyed to the Village of Richfield in said deed to the east line of Government Lot 2; thence south along the east line of Government Lot 2 to the center line of 66th Street; thence westerly along the center line of 66th Street to the place of beginning; all in Section 28, Township 29, Range 24, according to the recorded plat thereof, and situated in Hennepin County, Minnesota. (See Reference #2 of attached Boundary Conflicts).~~

~~Tract 2: That part of Government Lot 1, Section 27, Township 28, Range 24, described as beginning at the southwest corner of said Government Lot 1; thence east along the south line of said Government Lot 1 a distance of 64.8 feet; thence north, parallel with the west line of said Government Lot 1 and its extension north, to the southerly line of R.L.S. No. 1318, Files of the Registrar of Titles, County of Hennepin; thence southwesterly along the southerly line of said R.L.S. No. 1318 to the west line of said government Lot 1; thence south along said west line to the point of beginning, and situated in Hennepin County, Minnesota.~~

Tract 3: That part of Government Lot 1, Section 27, Township 28, Range 24, described as beginning at a point on the south line of said Government Lot 2 distant 64.8 feet east from the southwest corner of said Government Lot 1; thence east along said south line a distance of 88 feet; thence north, parallel with the west line of said Government Lot 1 and its extension north, to the southerly line of R.L.S. No. 1318, Files of the Registrar of Titles, County of Hennepin; thence southwesterly along the southerly line of said R.L.S. No. 1318 to its intersection with a line drawn north, parallel with the west line of said Government Lot 1 and its extension north, from the point of beginning; thence south along the last described parallel line to the point of beginning. That the east boundary line of said tract has been judicially determined and Judicial Landmarks set pursuant to Torrens Case No. 17641, and situated in Hennepin County, Minnesota.

Tract 4, Parcel 1: That part of Government Lot 1, Section 27, Township 28, Range 24, commencing at a point, which point is marked by Judicial Landmark, and is located 256.6 feet east and 33 feet north of the southwest corner of Government Lot 1; thence north parallel with west line of said line of said Lot 90.7 feet to a point marked by Judicial Landmark; thence at right angles East 229.2 feet to the point of intersection with the westerly line of Lyndale Avenue, which point is marked by Judicial Landmark; thence southwesterly along said line of Lyndale Avenue 95.5 feet to the point of intersection with the north line of 66th Street, which point is marked by Judicial Landmark; thence west along said line 195.7 feet to the point of beginning.

Tract 4, Parcel 2: That part of Government Lot 1, Section 27, Township 28, Range 24, described as beginning at a point in the south line of said Government Lot; distant of 152.80 feet east of the southwest corner of said Government Lot 1; thence easterly along the south line of said Government Lot 1 a distance of 103.80 feet; thence northerly parallel with the west line of said Government Lot 1, a distance of 229.60 feet; thence at a right angle westerly 2.20 feet; thence northerly deflecting to the right 89 degrees 38 minutes a distance of 104.07 feet to the southerly line of R.L.S. No. 1318; files of Registrar of Titles; County of Hennepin; thence westerly along last said southerly line to an intersection with a line drawn northerly from the point of beginning and parallel with the west line of said Government Lot 1; thence southerly along last said parallel line to the point of beginning. That the east line of said tract has been judicially determined and marked by Judicial Landmarks set pursuant to Torrens Case Nos. 10017 and 17641 and west line of said tract has been judicially determined and Judicial Landmarks set pursuant to Torrens Case No. 17641, according to the Government Survey thereof.

Tract 4, Parcel 3: All that part of Government Lot 1, Section 27, Township 28, Range 24, described as follows: Commencing on a line parallel to and 256.6 feet east of the west line of said Section 27 at a point therein which is 123.7 feet north along said line from the south line of said Government Lot 1, which point is marked by a Judicial Landmark; thence north along said parallel line a distance of 105.9 feet; thence east a distance of 306.5 feet, more or less, to an intersection with the westerly line\* of Lyndale Avenue, which point of intersection is determined by returning to the point of beginning of said line and continuing north along said parallel line a distance of 103 feet; thence south 82 degrees 56 minutes east 141.7 feet; thence north 82 degrees, 34 minutes east to the west line of Lyndale Avenue; thence southerly along said latter line, 115 feet to said point of termination of the north line of the land now being described; thence southwesterly along the westerly line of Lyndale Avenue a distance of 113.4 feet, more or less, to a Judicial Landmark located in said line at a distance of 95.5 feet northeasterly along said line from a Judicial Landmark placed at the intersection of the westerly line of Lyndale Avenue and the north line of 66th Street; thence west 229.2 feet to the point of beginning, according to the Government Survey thereof. (See Reference #6 of attached Boundary Conflicts).

\*This reference to the westerly line of Lyndale Avenue appears to be in error, and should be the center line of Lyndale Avenue. However, the Judicial Landmarks referred to later may be on the westerly line.

~~Tract 4, Parcel 4: Tract D, R.L.S. No. 1318, Files of Registrar of Titles, County of Hennepin.~~

~~Tract 5: That part of Government Lot 1, Section 27, Township 28, Range 24 described as follows: Commencing 229.6 feet north and 256.6 feet east from the southwest corner of Lot 1, thence north 103 feet; thence south 82 degrees 56 minutes east 141.7 feet; thence north 82 degrees, 34 minutes east to center line of Lyndale Avenue, thence southerly along the center line of Lyndale Avenue 115 feet, thence west 306.5 feet to beginning, and situated in Hennepin County, Minnesota.~~

~~Tract 7: Tracts B and C, R.L.S. No. 1318, Files of Registrar of Titles, County of Hennepin, State of Minnesota.~~

~~Tract 8: Tract E, R.L.S. No. 1318, Files of Registrar of Titles, County of Hennepin, State of Minnesota.~~

~~That part of Government Lot 1, Section 27, Township 28, Range 24, described as beginning at a point in the south line of said Government Lot 1, distance 256.6 feet east of the southwest corner of said Government Lot 1; thence northerly parallel with the west line of said Government Lot 1 a distance of 229.60 feet to the point of beginning; thence at a right angle westerly 2.20 feet; thence northerly deflecting to the right 89 degrees 38 minutes, a distance of 104.7 feet to the southerly line of R.L.S. No. 1318, Files of the Registrar of Titles, County of Hennepin; thence easterly along said southerly line of R.L.S. No. 1318, Files of the Registrar of Titles, County of Hennepin, to its intersection with a line drawn northerly from the point of beginning and parallel with the west line of said Government Lot 1, thence southerly along said last parallel line to the point of beginning, according to the Government Survey thereof. The west line of said tract has been judicially determined and marked by Judicial Landmarks set pursuant to Torrens Case No. 17641, and situated in Hennepin County, Minnesota.~~

- Sec. 3. This ordinance shall be published and become effective upon the land owner's submittal of proof of recording a Registered Land Survey with the Hennepin County Surveyor or Examiner of Titles. The City Clerk shall be authorized to revise Section 1 above to reflect the newly issued R.L.S. number(s). The City Clerk shall then publish the ordinance in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 28th day of January, 2020.

ATTEST:

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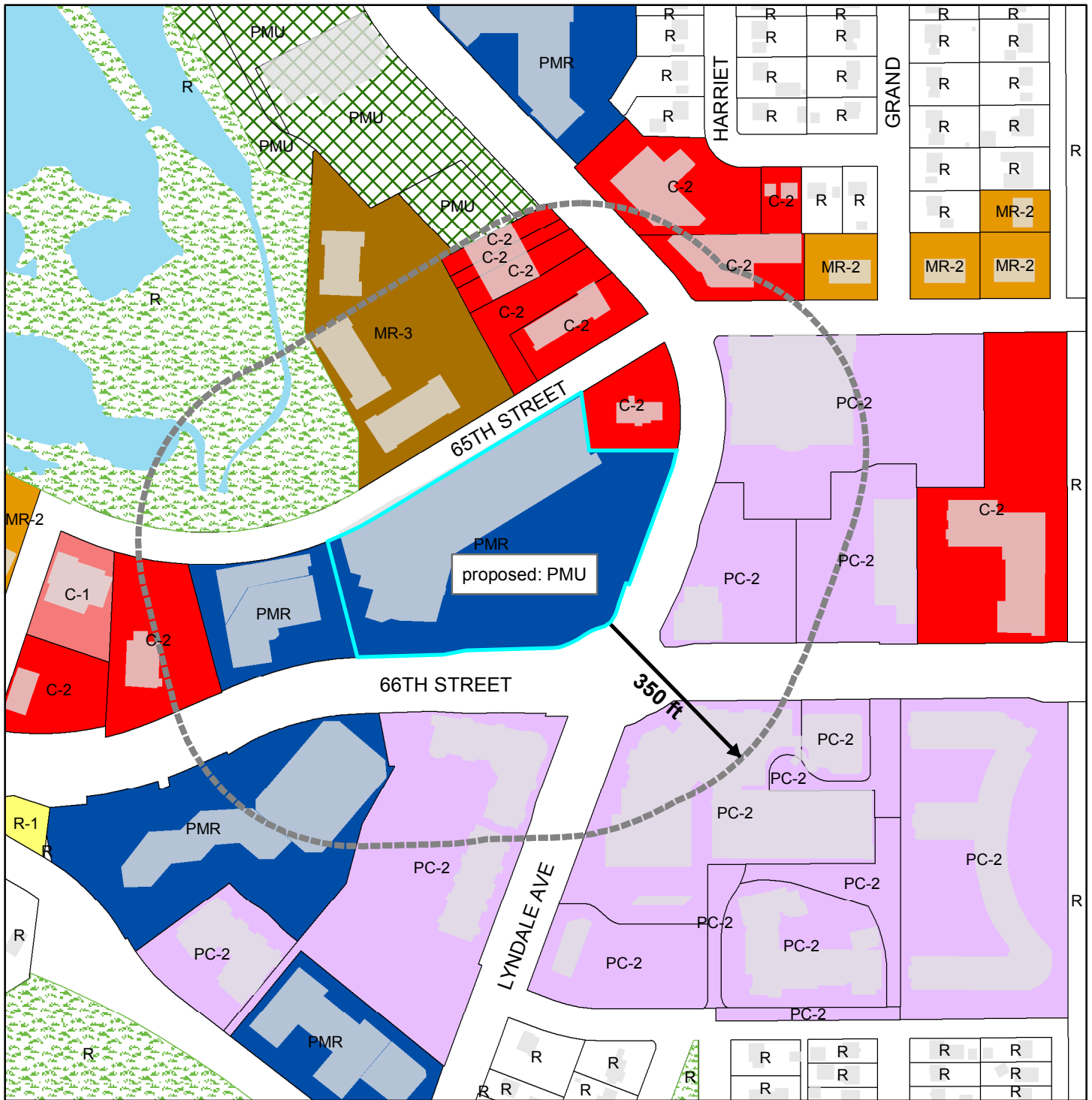
Maria Regan Gonzalez, Mayor

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Elizabeth VanHoose, City Clerk

# 6501 Woodlake Dr - APUD 1/2020

## Surrounding Zoning



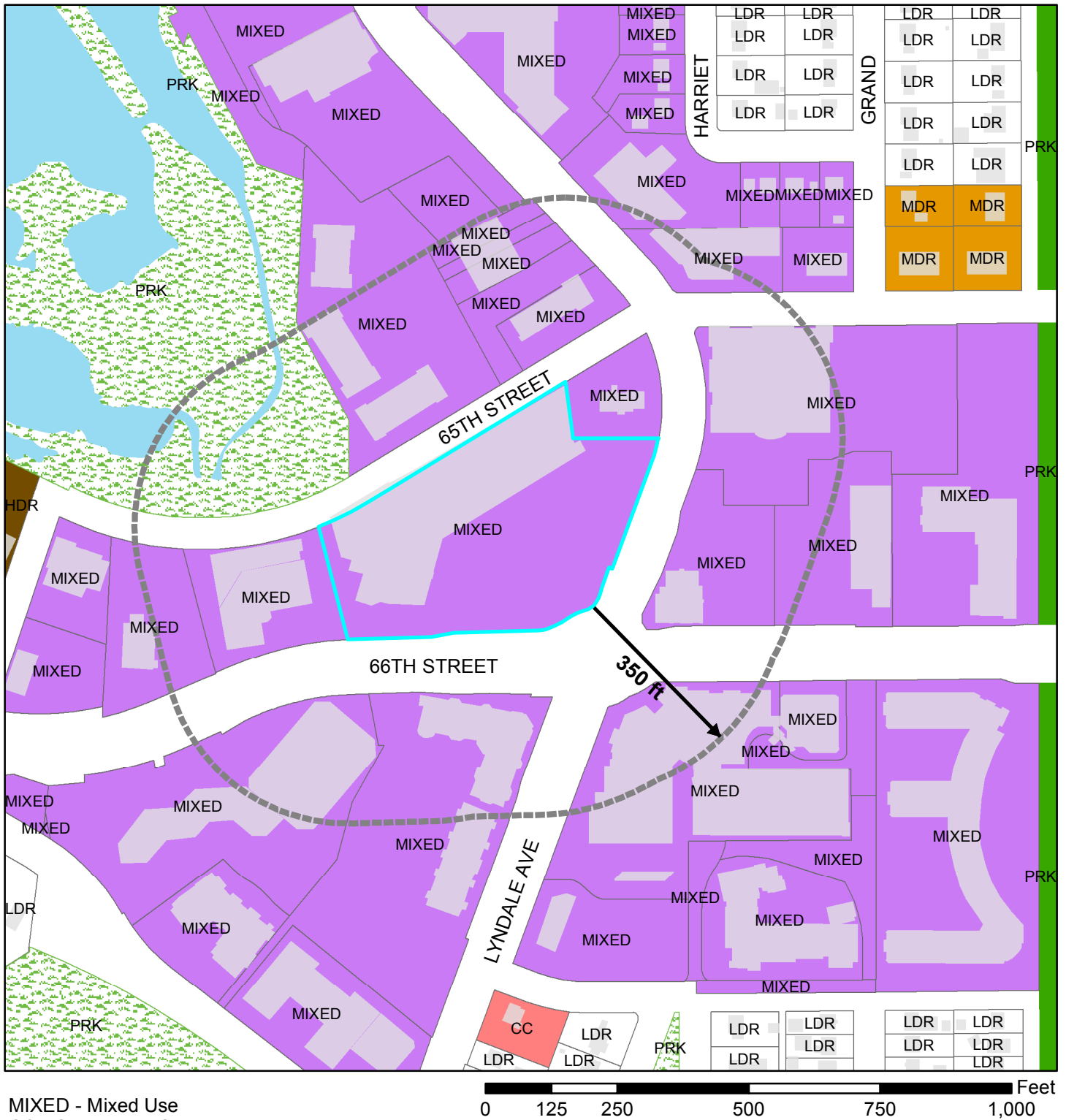
PMR - Planned Multi-Family Residential  
 PMU - Planned Mixed Use  
 C-2 - General Commercial  
 PC-2 - Planned General Commercial  
 MR-2 - Medium Density Residential  
 MR-3 - High Density Residential

0 125 250 500 750 1,000 Feet



# 6501 Woodlake Dr - APUD 1/2020

## Surrounding Comprehensive Plan



MIXED - Mixed Use  
 CC - Community Commercial  
 MDR - Medium Density Residential  
 LDR - Low Density Residential  
 PRK - Park

0 125 250 500 750 1,000 Feet



6501 Woodlake Drive, Richfield MN  
Amended PUD and Subdivision Waiver Application – Project Narrative  
PID: 2702824230103

November 27, 2019

## **Project Narrative**

The property owners of 6501 Woodlake Drive are seeking approval of a Planned Unit Development Amendment and a Subdivision Waiver. The property owner will be subdividing a portion of their property to facilitate the construction of a new bank building and associated parking and landscaping improvements.

The property is currently 4.59 acres and will be split into two new tracts.

Tract A = 4.16 AC

Tract B = 0.43 AC

The property is currently zoned PMR - Planned Multi-Family and will be rezoned to PMU - Planned Mixed Use.

The anticipated completion date for the project is Fall of 2020.

## **Site Design**

The proposed site is located in the northwest corner of 66<sup>th</sup> Street and Lyndale Avenue. The site is currently a parking lot for the Market Plaza Shopping Center. There currently is a grade change between the front entry of the proposed building and the sidewalk in the 66<sup>th</sup> Street and Lyndale Avenue Right-of-Way. In the current parking configuration, this grade change is accommodated with a retaining wall north of the stalls adjacent to the intersection. To accommodate this grade change with the proposed building, a retaining wall and railing will need to be constructed along the 66<sup>th</sup> Street and Lyndale Avenue Right-of-Way. This wall and railing will maintain a minimum of three feet of separation between the existing sidewalk to meet City and County requirements. To access the site, an accessible sloped sidewalk will be constructed to the entry off the south side of the building. This sidewalk will line up with the crosswalk on Lyndale Avenue north of 66<sup>th</sup> Street.

The project is requesting the City to allow a drive-up ATM in coordination with the construction of the bank building. The City has indicated that this drive-up ATM would typically not be allowed because the City does not allow drive-thrus adjacent to public streets and also does not allow drive-thrus within 500 feet of similar uses. To mitigate the issues of the proposed drive-thru, the project will be making some concessions to their typical design standards and providing some additional site amenities to benefit the public.

The concessions that the project is making is that they are willing to reduce the amount of vehicle stacking that they typically like at their drive-up ATM locations. This reduction will allow the drive-up

ATM location to shift away from the public street and allow room to provide the additional site amenities to benefit the public.

The amenities that the project will be constructing to benefit the public include:

- Pocket Park with benches.
- Space for public art.
- Concrete pad to accommodate a future bike share station or bicycle parking.
- A bicycle repair station.
- Decorative fencing and natural stone piers.
- Additional complementary decorative planting beds
- Additional landscaping to screen the proposed drive-thru.

These additional site amenities will not only help mitigate the construction of the drive-up ATM, but they will also enhance the public experience at the recently upgraded intersection.

## **Architectural Design**

The design intent of the proposed Chase Bank is to compliment the surrounding architecture of the recently renovated Market Plaza and the newer adjacent commercial developments. The proposed Banking Center is comprised of a thin limestone veneer, aluminum composite panels and fiber cement architectural wall panels that are designed to achieve the refined look of wood. All of the exterior cladding options are modern finishes and are long lasting cladding materials that will mesh well with the development growth of the area. In addition, the floor to ceiling glazing was incorporated to provide connectivity to the retail customers navigating the Plaza and pedestrians traversing the adjacent public thoroughfare.

This project will fit in with the character of the neighborhood and will bring a new service to this area. This project should have positive impacts to neighboring properties and will be a benefit to the City of Richfield for years to come.

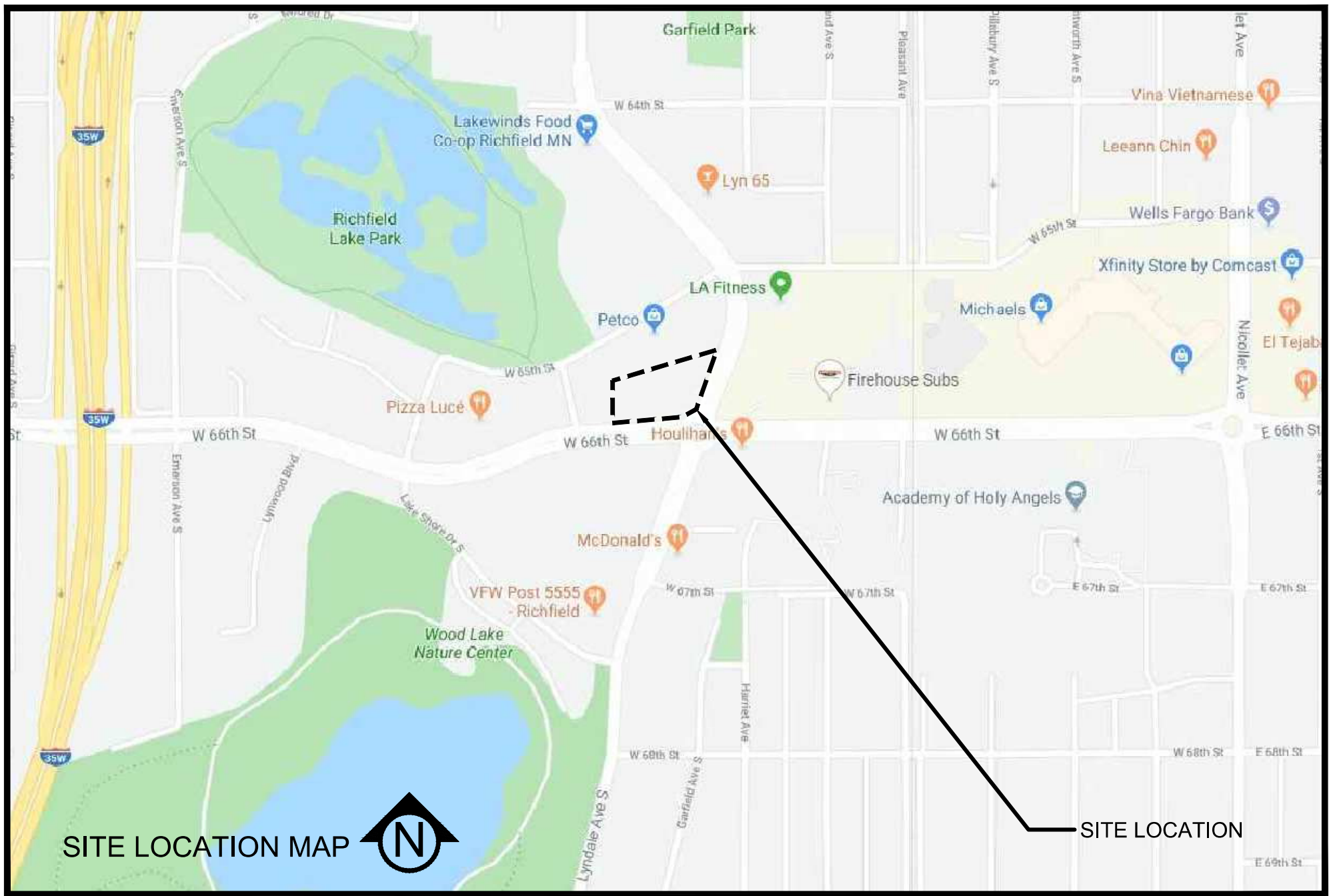
Sincerely,

David Knaeble  
Civil Site Group

# MARKET PLAZA CHASE BANK OUTLOT

RICHFIELD, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



ARCHITECT:

THE ARCHITECTS PARTNERSHIP (TAP)  
200 SOUTH MICHIGAN AVE  
SUITE 1020  
CHICAGO, IL 60604  
312-583-9800

DEVELOPER / PROPERTY OWNER:

E J PLESKO & ASSOCIATES, INC.  
6515 GRAND TETON PLAZA, SUITE 300  
MADISON, WI 53719  
608-833-7600

ENGINEER / LANDSCAPE ARCHITECT /  
SURVEY:

CIVIL SITE GROUP  
4931 W 35TH STREET  
SUITE 200  
ST LOUIS PARK, MN 55416  
612-615-0060

GEOTECHNICAL ENGINEER:

TBD

MASTER LEGEND:

1125	EX. 1' CONTOUR ELEVATION INTERVAL		PROPOSED MANHOLE STORM
X 1137.12	EXISTING SPOT GRADE ELEVATION		PROPOSED CATCH BASIN OR CATCH BASIN MANHOLE STORM
1137	1.0' CONTOUR ELEVATION INTERVAL		PROPOSED GATE VALVE
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)		PROPOSED FIRE HYDRANT
891.00 G	SPOT GRADE ELEVATION TOP OF CURB (GUTTER TOP)		PROPOSED MANHOLE SANITARY
891.00 TC	SPOT GRADE ELEVATION TOP OF WALL		PROPOSED SIGN
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF WALL		PROPOSED LIGHT
	DRAINAGE ARROW		PROPOSED SANITARY SEWER
	EMERGENCY OVERFLOW		PROPOSED STORM SEWER
EOF=1135.52			PROPOSED WATER MAIN
	SILT FENCE / BIOROLL - GRADING LIMIT		EXISTING SANITARY SEWER
	INLET PROTECTION		EXISTING STORM SEWER
	STABILIZED CONSTRUCTION ENTRANCE		EXISTING WATER MAIN
	SOIL BORING LOCATION		EXISTING GAS MAIN
	CURB AND GUTTER (T.O = TIP OUT)		EXISTING UNDERGROUND ELECTRIC
			EXISTING UNDERGROUND CABLE
			EXISTING MANHOLE
			EXISTING STOPBOX
			EXISTING LIGHT
			EXISTING GATE VALVE
			EXISTING GAS METER
			EXISTING ELECTRIC BOX
			EXISTING HYDRANT
			EXISTING GAS VALVE



Know what's below.  
Call before you dig.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
V1.0	SITE SURVEY
C1.0	REMOVALS PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
C5.2	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
LT1.0	LIGHTING PLAN
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE

PROJECT  
MARKET PLAZA CHASE  
BANK OUTLOT

9540 LYNDALE AVENUE S, RICHFIELD, MN 55423  
E J PLESKO & ASSOCIATES, INC.  
6515 GRAND TETON PLAZA, SUITE 300, MADISON, WI 53719

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

David J. Knaeble  
DATE 11/25/19 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
11/06/19	CITY SUBMITTAL
11/25/19	CITY RESUBMITTAL

DRAWN BY:BN REVIEWED BY:DK  
PROJECT NUMBER: 15016.02

REVISION SUMMARY

DATE	DESCRIPTION

TITLE SHEET

C0.0



PROJECT  
**MARKET PLAZA CHASE  
BANK OUTLOT**

9540 LYNDAL AVENUE S, RICHFIELD, MN 55423

**E J PLESKO & ASSOCIATES, INC.**  
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*David J. Knaeble*  
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DATE: 11/25/19 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
11/06/19	CITY SUBMITTAL
11/29/19	CITY RESUBMITTAL

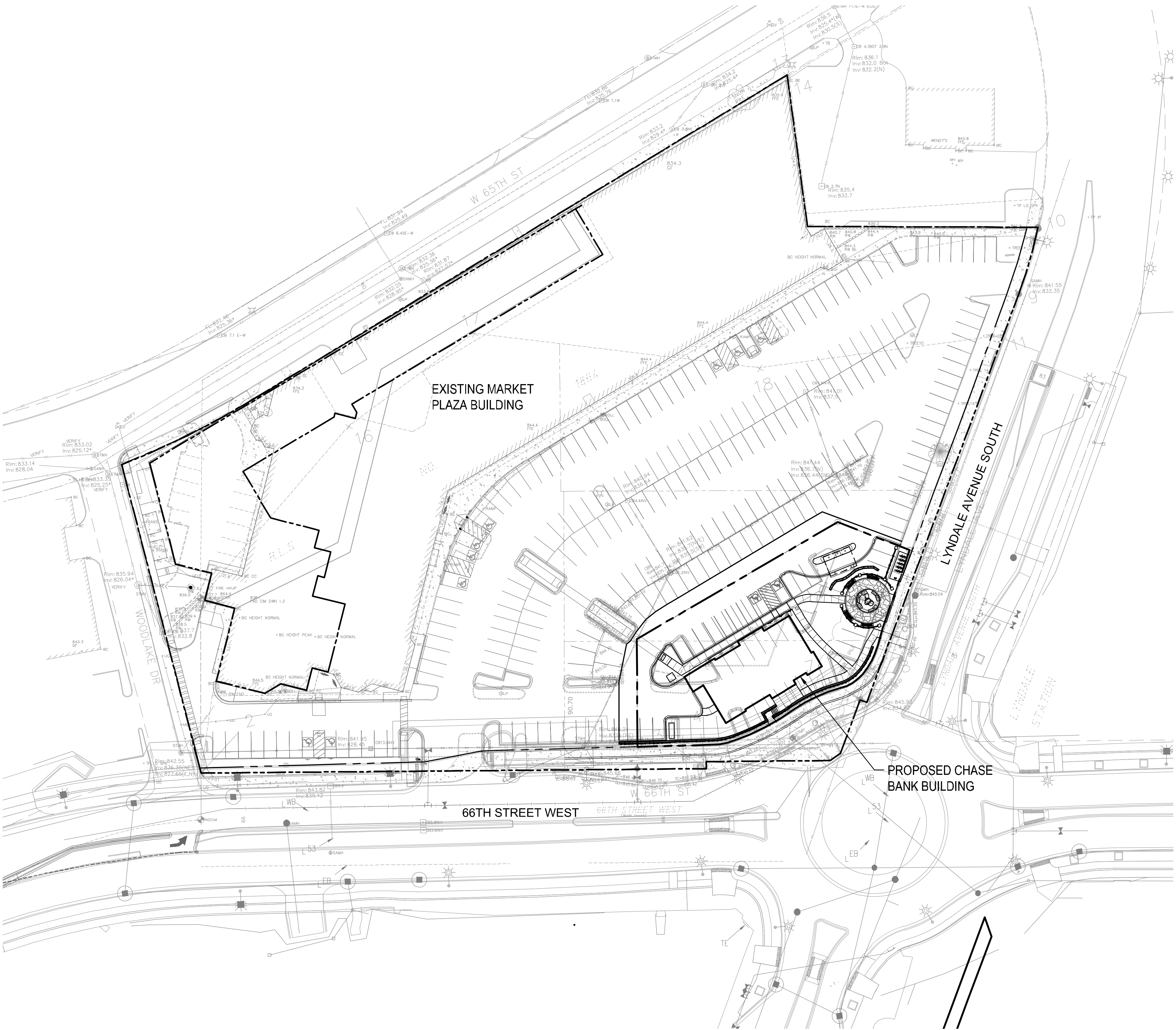
DRAWN BY: BN REVIEWED BY: DK  
PROJECT NUMBER: 15016.02

REVISION SUMMARY

DATE	DESCRIPTION

OVERALL SITE PLAN

C2.1



SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, SEE DETAIL.
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.  
HC = ACCESSIBLE SIGN  
NP = NO PARKING FIRE LANE  
ST = STOP  
CP = COMPACT CAR PARKING ONLY



1" = 40'-0"  
20'-0" 0 40'-0"

PROJECT  
MARKET PLAZA CHASE

BANK OUTLOT

9540 LYNDALE AVENUE S. RICHFIELD, MN 55423

E J PLESKO & ASSOCIATES, INC.

6515 GRAND TETON PLAZA SUITE 300, MADISON, WI 53719

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*David J. Knaeble*  
David J. Knaeble

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DRAWN BY:BN REVIEWED BY:DK  
PROJECT NUMBER: 15016.02

REVISION SUMMARY

DATE	DESCRIPTION
-	-
-	-
-	-
-	-
-	-

SITE PLAN

C2.0

SITE LAYOUT NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPPING TO BE WHITE, 4" WIDE TYP.
- BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

CITY OF RICHFIELD SITE SPECIFIC NOTES:

- PERMITS ARE REQUIRED FROM RICHFIELD ENGINEERING DEPARTMENT FOR ANY EXCAVATION IN LYNDALE AVENUE RIGHT-OF-WAY.
- RICHFIELD ENGINEERING MUST BE PRESENT TO INSPECT ALL CONCRETE FORMS WITHIN RIGHT-OF-WAY PRIOR TO CONCRETE POUR. MINIMUM 24 HOUR NOTICE REQUIRED.

SITE AREA TABLE:

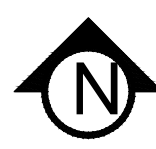
SITE AREA CALCULATIONS			
	EXISTING CONDITION		PROPOSED CONDITION
BUILDING COVERAGE	0 SF	0.0%	3,442 SF 18.5%
ALL PAVEMENTS	16,246 SF	87.3%	10,054 SF 54.1%
ALL NON-PAVEMENTS	2,355 SF	12.7%	5,105 SF 27.4%
TOTAL SITE AREA	18,601 SF	100.0%	18,601 SF 100.0%
IMPERVIOUS SURFACE			
EXISTING CONDITION	16,246 SF	87.3%	
PROPOSED CONDITION	13,496 SF	72.6%	
DIFFERENCE (EX. VS PROP.)	-2,750 SF	-14.8%	

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, SEE DETAIL.
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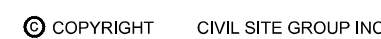


Know what's below.  
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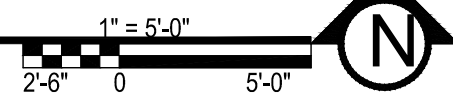


1" = 20'-0"  
10'-0" 0 20'-0"













SITE INFORMATION

ZONING

PROPOSED CHASE PARCEL: CURRENT ZONING-PMR (MU) - MAJOR AMENDMENT TO CHANGE ZONING TO PLANNED MIXED-USE COMMUNITY (UM\_C)

LOT AREA: 18,740 SQ FT (.43 ACRES)

GROSS BUILDING AREA: 3,270 SQ FT

BUILDING SETBACK:  
FRONT YARD  
REQUIRED: 10' MIN/20' MAX  
PROPOSED: 15'-11"

INTERIOR SIDE YARD  
REQUIRED: 5' MIN  
PROPOSED: 36'

CORNER SIDE YARD  
REQUIRED: 5' MIN  
PROPOSED: 92'-5"

REAR YARD  
REQUIRED: 5' MIN  
PROPOSED: 39'-1"

LANDSCAPING/PARKING SETBACK:  
REQUIRED:  
FRONT: 8' MIN  
SIDE YARD: 8' MIN  
REAR YARD: 5' MIN

PROPOSED:  
FRONT: 15'-11"  
SIDE YARD: 0 (VARIANCE REQUIRED)  
REAR YARD: 11'-5"

MAX BUILDING HEIGHT: 35'  
PROPOSED BUILDING HEIGHT: 21'-6"

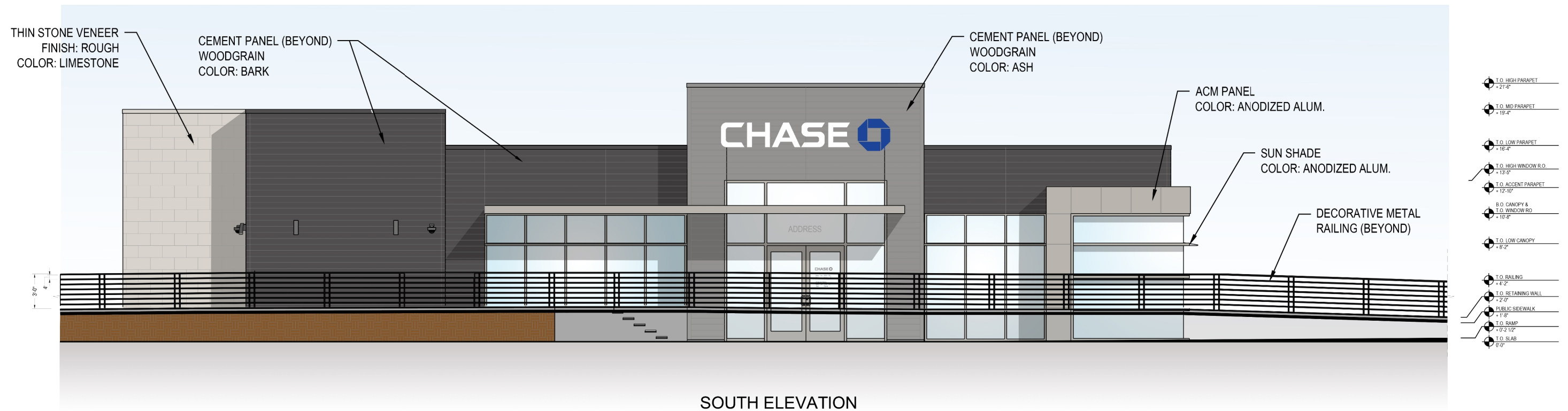
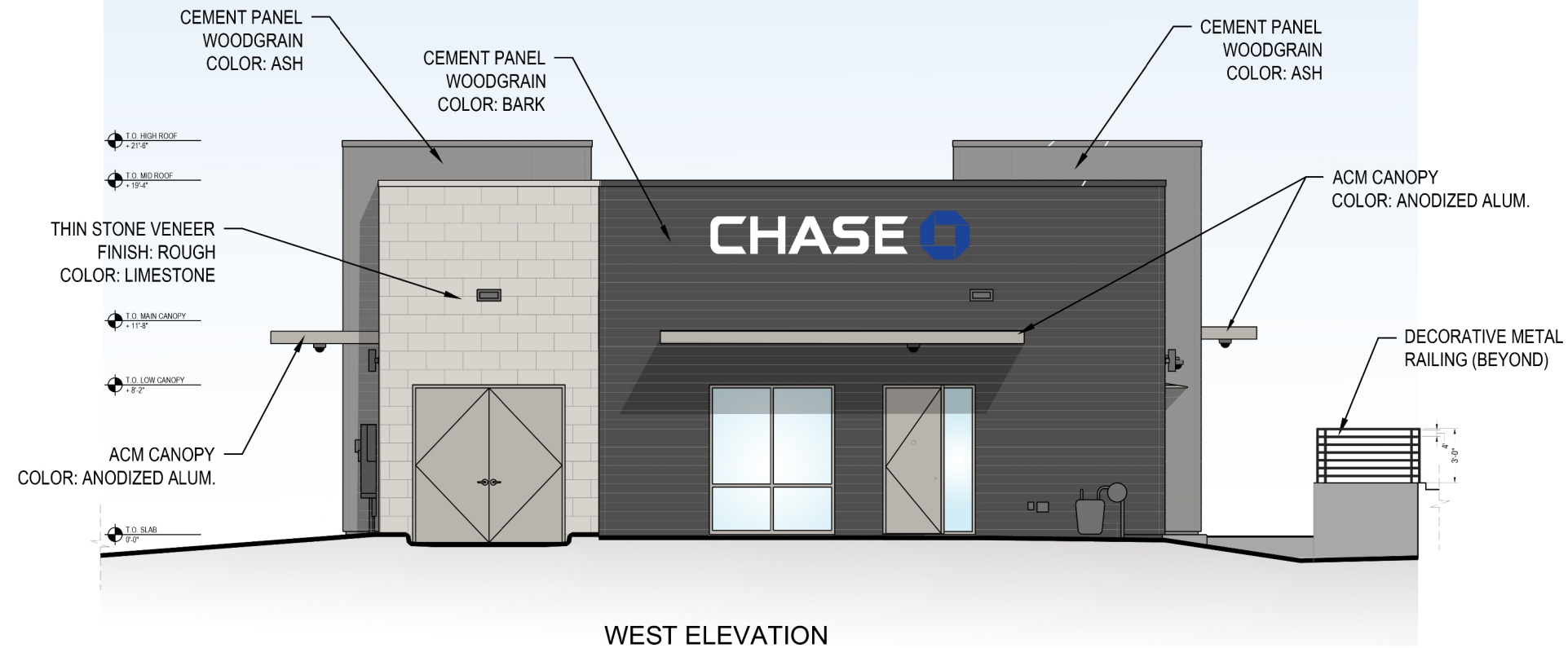
LOADING ZONE: N/A

CAR PARKING COUNT DATA:  
PARKING: 1/250 SF  
PARKING REQUIRED = 13 (INCL. 1 ACCESSIBLE)  
PARKING PROVIDED = 12 (INCL. 2 ACCESSIBLE)  
\*SHARED PARKING WITH EXISTING PLAZA

DRIVE-THRU VEHICLE STACKING:

MINIMUM REQUIRED: 4 CARS + 1 TELLER  
PROPOSED STACKING: 2 CARS  
(VARIANCE REQUIRED)

SEE CIVIL UTILITY PLAN FOR PAVED AREA AND IMPERVIOUS SURFACE AREA CALCULATIONS. IF REQUIRED.



SCALE:  $\frac{1}{4}" = 1'$

0 5' 10' 15'

















**STAFF REPORT NO. 03**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
1/8/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/8/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2020.**

**EXECUTIVE SUMMARY:**

The City of Richfield has had a public health contract with the City of Bloomington to provide public health services on Richfield's behalf for 42 years. The 2020 contractual agreement with Bloomington requires City Council approval and reflects an approximate 1.5% increase over the 2019 contract amount. Additionally, there is a new financial agreement and structure in place to account for shared services between the cities of Richfield and Bloomington.

**RECOMMENDED ACTION:**

**By motion: Approve the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2020.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- In 1977, the State of Minnesota enacted the Community Health Services Act which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since. The Act was revised in 2003 and is now referred to as the Local Public Health Act.
- The contract amount for providing public health services in 2020 reflects an approximate 1.5% increase over the 2019 contract amount. The contract amount for 2020 is \$259,000; with the 2019 contract amount having been \$255,086.
- In 2004, changes were made to the Public Health Act at the State level to make reporting, accountability, and record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific user of the dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health grant.

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

**C. CRITICAL TIMING ISSUES:**

N/A

**D. FINANCIAL IMPACT:**

Historically, the cost of the annual contract between Richfield and Bloomington for public health services has been covered by the Local Public Health (LPH) grant and mandatory 75% local match for the Richfield Community Health Board.

2017 is the first year that the cost of the agreement has significantly exceeded the LPH grant plus the mandated local match. As grant funding has not increased to match cost of living, insurance, and other costs, it became necessary for Bloomington, Edina and Richfield to address this shortage. There has never been a specific cost formula for how services were contracted. In the past 5 years, contract increases have ranged from 2-5%, however, the increases to the contracts with Bloomington have not kept up with the increase in costs to Bloomington's Public Health Division.

These increased costs for Bloomington are due to several reasons:

- Flat or reduced grant funding for long-term grants.
- Increased staffing costs related to increased salaries, new part-time, staff benefits and health insurance costs.
- Loss of grants that have supported administrative time and costs.
- Internal Charge increases (phones, copier, space and occupancy, mail room, building repairs, computers, and professional liability insurance.

City Managers, along with public health staff of Bloomington, Edina and Richfield met in May 2019 to come to an agreement on how shared services would be allocated to each city. Beginning in 2020, the yearly cost for services will be based on current 2019 contracted fees adjusted for 2018 service levels. For 2021, we would be using the 2020 contracted fees adjusted for 2019 service levels. The cities all agreed to keep this framework in place for 3 years and review and update at that time. Exhibit B in the 2020 Public Health contract outlines the agreed upon cost allocation strategy.

**E. LEGAL CONSIDERATION:**

**ALTERNATIVE RECOMMENDATION(S):**

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
2020 Public Health Contract	Cover Memo

## **LOCAL PUBLIC HEALTH SERVICES AGREEMENT**

### **BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

THIS AGREEMENT is made this first day of \_\_\_, 20\_\_ ("Effective Date") by and among **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation, acting through its Public Health Division, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 ("Bloomington"); the **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 ("Richfield"), each a "Party" and collectively the "Parties".

### **RECITALS**

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington's Division of Public Health provides local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, health assessment, counseling, teaching and evaluation in the community, disease prevention and control, health planning, and program administration ("Public Health Services").
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing local Public Health Services at a nominal fee to those making use of such services, and desires to contract with Bloomington to provide such Public Health Services.
- D. In previous years, Bloomington has also contracted with the City of Edina, Minnesota ("Edina") to provide Public Health Services. Going forward, Bloomington, Edina and Richfield desire to allocate the costs of the Public Health Services in accordance with each city's share of the total services provided by Bloomington to all three cities, as described in the Cost Allocation Strategy attached as Exhibit B.
- E. The governing bodies of Bloomington and Richfield are authorized by Minn. Stat. §145A.04, Subd. 5, and Minn. Stat. §471.59, Subd. 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield.
- F. Through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minn. Stat. §145A.04, Subd. 1 a(2)
- G. Bloomington is willing to provide such Public Health Services to residents of Richfield on the terms and conditions set forth in this Agreement.



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

### **AGREEMENT**

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with Public Health Services as set forth in Bloomington's Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the "Services"). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until December 31, 2020, unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed \$259,000, pursuant to the terms of payment set forth in Exhibit B and incorporated to this Agreement.
4. **Funding.** The Parties understand and agree that each shall apply and qualify, independently and separately, for all grants, matching funds, and payments of all kinds from state, federal, and other governmental bodies relating to, or for the provision of, all Public Health Services. Except as agreed to herein, all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient shall determine, without regard to this Agreement.
5. **Approvals.** Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days' written notice to the other party. In the event of termination,
  - (a) The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington's invoice.
  - (b) The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages from a default or violation or to enforce performance of this Agreement.
  - (c) The provisions of this section will continue and survive termination of the Agreement.
7. **Amendments.** No amendments may be made to this Agreement except with the written consent of the Parties.
8. **Records/Inspection.** Pursuant to Minnesota Statutes §16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices, that are relevant to the

contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. The Parties shall maintain such records for a minimum of six years after final payment.

9. **Indemnification.** To the fullest extent permitted by law, each party, and its successors or assigns, shall be liable for its acts and the results thereof and agree to protect, defend, indemnify, save, and hold harmless the other party, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of the acting party's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Parties agree that liability under this Agreement is controlled by Minnesota Statutes §471.59, subdivision 1a, and that the total liability for the Parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes §466.04, subdivision 1(a). The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
10. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
  - a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
  - b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subd. 2.
11. **Subcontracting.** Neither Bloomington nor Richfield shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder. Any instrument in violation of this provision is null and void.

12. **Assignment.** Neither Bloomington nor Richfield shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.
13. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the services which Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the services are performed shall be controlled by Bloomington; however, the nature of the services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided herein. All services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
14. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
15. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the Parties shall constitute the entire agreement between Bloomington and Richfield, and supersedes any other written or oral agreements between the Parties. This Agreement can only be modified in writing signed by Bloomington and Richfield. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
16. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
17. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
18. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the requested services.
19. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records,

information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive the termination of this Agreement.

20. **Agreement Not Exclusive.** Bloomington retains the right to perform other local public health services for other entities, in Bloomington's sole discretion.
21. **Data Practices Act Compliance.** All data provided to Bloomington, received from Richfield, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
22. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Parties agree to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting Party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Parties agree to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
23. **Authorized Agents.** Bloomington's authorized agent for purposes of administration of this contract is Bonnie Paulsen, Bloomington's Public Health Administrator, or her designee. Richfield's authorized agent for purposes of administration of this contract is Jennifer Anderson, Richfield's Health Administrator/Support Services Manager, and all Services shall be performed by or under her supervision.
24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: Bonnie Paulsen; [bpaulsen@bloomingtonmn.gov](mailto:bpaulsen@bloomingtonmn.gov); 952-563-8905;
- Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; [jenniferanderson@richfieldmn.gov](mailto:jenniferanderson@richfieldmn.gov); 612-861-9881;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

25. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
26. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
27. **Mediation.** The Parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
28. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington must not use the Richfield logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
31. **Recitals.** The parties agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]

IN WITNESS WHEREOF, the Parties have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON, MINNESOTA**

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

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

Reviewed and approved by the City Attorney.

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

**CITY OF RICHFIELD, MINNESOTA**

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

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

Reviewed and approved by the City Attorney.

\_\_\_\_\_

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

SCOPE OF SERVICES

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

funding provided for the MCH and TANF programs for fiscal year 2020 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.



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

TERMS OF PAYMENT

1. The parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.
2. Richfield shall pay Bloomington the total not-to-exceed amount of \$259,000 for Services during the term of this Agreement. This amount is based on the 2019 contracted amount adjusted for the 2018 service levels as noted below.

Allocation method	Description of Service (two-year look-back)	Share of total cost		
		Bloomington	Edina	Richfield
Agreed-upon percentage of cost  (fixed)	Administration and Planning & Health Promotion infrastructure	65%	17.5%	17.5%
	Internal service charges	80%	10%	10%
	Accreditation	33%	33%	33%
	SHIP	44%	30%	26%
By population (as estimated by the American Community Survey)	DP&C Senior Health Outbreak response	50%	29%	21%
By number of clients in each city  (changes annually)	Maternal Health Clinical Services	Share of total cost will change each year based on # of clients per city, according to the following formula:  $\frac{\text{(Clients served in Richfield)}}{\text{(Clients served in all three cities)}} = \text{share of total cost}$		
Direct expense	All others	cost of service provided		

3. Bloomington will invoice Richfield for the Services according to the following terms:

<b>Invoice Date</b>	<b>Amount</b>
April 15, 2020	\$64,750
July 15, 2020	\$64,750
October 15, 2020	\$64,750
January 15, 2021	\$64,750

4. Richfield shall make payment to Bloomington within fifteen (15) days of receipt after Bloomington's invoice.



**STAFF REPORT NO. 04**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director/Chief of Police  
1/8/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/8/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2020 Sno\*ball Dance taking place February 8, 2020.**

**EXECUTIVE SUMMARY:**

On December 10, 2019, the City received application materials for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South, for their 2020 Sno\*ball Dance taking place February 8, 2020. They will serve intoxicating liquor, wine and 3.2 percent malt liquor from 6:00 p.m. to 10:00 p.m. on Saturday, February 8, 2020, only.

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

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

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

**RECOMMENDED ACTION:**

**By motion: Approve issuance of a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at Church of St. Richard, 7540 Penn Avenue South for their 2020 Sno\*ball Dance taking place February 8, 2020.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

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

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

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

**C. CRITICAL TIMING ISSUES:**

- The event takes place on February 8, 2020; therefore, consideration of the license is required at the City Council's January 14, 2020 meeting.

**D. FINANCIAL IMPACT:**

- The required licensing fees have been received.

**E. LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

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



**STAFF REPORT NO. 05**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Kelly Wynn, Senior Office Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/6/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider approval to designate an Acting City Manager for 2020.**

**EXECUTIVE SUMMARY:**

It is necessary to designate a person to serve as the Acting City Manager for those times when the City Manager is absent from the City. In 2019, the City Manager designated the Assistant City Manager or an available Department Director as Acting City Manager.

**RECOMMENDED ACTION:**

**By motion: Direct the City Manager to designate the Assistant City Manager or an available Department Director as Acting City Manager for 2020 in the event the City Manager is absent from the City.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

- Past practice has been for the City Council to designate an Acting City Manager for times when the City Manager is absent from the City.
- This designation should be made at the first meeting in January of each year.

**C. CRITICAL TIMING ISSUES:**

It is necessary to designate a person to serve as Acting City Manager to ensure continuation of City operations during an absence of the City Manager.

**D. FINANCIAL IMPACT:**

None

**E. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may defer this designation to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A



**STAFF REPORT NO. 06**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
12/23/2019

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/7/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the resolutions designating official depositories for the City of Richfield for 2020, including the approval of collateral.**

**EXECUTIVE SUMMARY:**

In compliance with Minnesota statutes, the City of Richfield must designate on an annual basis those financial institutions it does business with.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund.

The following resolutions for the City Council's consideration will designate U.S. Bank/4M Fund as a depository of City funds, and designate certain savings and loan associations, banks, credit unions and certain financial institutions as depositories for the investment of City funds.

**RECOMMENDED ACTION:**

**By Motion: Adopt the attached resolutions designating official depositories, with the understanding that the City could not invest in any of the depositories beyond the level of insurance coverage or the pledged collateral.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

N/A.

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

In accordance with Minnesota Statutes Section 118A.01 - 118A.06, the City of Richfield must designate financial institutions annually. The institutions must pledge the collateral over and above the amount of federal insurance, as public depositories.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund. Monies received, checks written by the City, flow through U.S. Bank, however, at the end of each business day, any proceeds remaining in City U.S. Bank accounts are swept to the 4M Fund to be invested. Therefore, at the end of the business day the City accounts are zero, which means the collateral

requirements of Minnesota Statutes Section 118A.03 are not required. Accordingly, U.S. Bank has met all other statutory requirements and should be considered as a depository for the City's Deputy Registrar, payroll and vendor accounts and all savings deposits.

The City must also designate annually, certain savings and loan associations, banks, and credit unions as official depositories for deposit and investment of certain City funds. With approval of these official depositories, the City will be able to deposit and invest funds in these institutions, not exceeding the federal insurance of \$250,000.

Finally, a designation must be made for certain financial institutions as depositories for the investment of City funds for 2020. These institutions, such as investment brokerage firms, offer government securities in the manner required by law. These financial institutions include RBC Capital Markets, Wells Fargo Institutional Retirement & Trust, Raymond James & Associates, Inc., Northland Securities, Oppenheimer & Co., and the 4M Fund.

**C. CRITICAL TIMING ISSUES:**

N/A.

**D. FINANCIAL IMPACT:**

N/A.

**E. LEGAL CONSIDERATION:**

The City is required by Minnesota Statute 118A.01 - 118A.06, to designate as a depository of funds, insured banks or thrift institutions. Any collateral so deposited is accompanied by an assignment pledged to the City in the amount specified in the attached resolutions.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A.

**ATTACHMENTS:**

	Description	Type
▣	Resolution Designating certain financial institutions as depositories for investment of City funds	Resolution Letter
▣	Resolution Designating Certain Savings & Loan Associations, banks, and credit unions as depositories of City funds	Resolution Letter
▣	Resolution Designating US Bank a depository of funds for the City of Richfield	Resolution Letter



**RESOLUTION NO.**

**RESOLUTION DESIGNATING CERTAIN FINANCIAL  
INSTITUTIONS AS DEPOSITORIES FOR THE INVESTMENT OF  
CITY OF RICHFIELD FUNDS IN 2020**

**WHEREAS**, the City of Richfield has money which is available for investment, and

**WHEREAS**, different financial institutions offer different rates of return on investments,  
and

**WHEREAS**, the City of Richfield shall purchase U. S. Treasury Bills, U. S. Treasury  
Notes and other such government securities in the manner required by law from the  
institution offering the highest rate to the City of Richfield providing greater flexibility in the  
investment program and maximize interest income thereon.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Richfield, Minnesota, in  
accordance with Minnesota Statutes, Sections 118A.01 – 118A.06, as follows:

1. It is hereby found and determined that it is in the best interest of the proper  
management of City of Richfield funds that certain financial institutions be  
designated as additional depositories for City of Richfield funds for 2020.
2. The following financial institutions designated as depositories for the City of  
Richfield funds:

RBC Capital Markets  
Wells Fargo Institutional Retirement & Trust  
Northland Securities, Inc.

Raymond James & Assoc.  
4M Fund  
Oppenheimer & Co.

3. The Finance Director is hereby authorized to deposit the City of Richfield funds  
in any or all of the depositories herein designated. Such deposits may be made and  
withdrawn from time to time by the Finance Director's judgment and as the interest of the  
City of Richfield dictates.

4. The investment of funds and the reporting thereof pursuant to this resolution  
shall be conducted in accordance with established policies regarding the investment of  
these funds.

Adopted by the City Council of the City of Richfield, Minnesota this 14<sup>th</sup> day of January,  
2020.

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Marie Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

## **RESOLUTION NO.**

### **RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS AND CREDIT UNIONS AS DEPOSITORIES FOR THE DEPOSIT AND INVESTMENT OF CITY FUNDS IN 2020**

**BE IT RESOLVED**, by the City Council of City of Richfield, Minnesota

**WHEREAS**, pursuant to Minnesota Statutes, Sections 118A.01 – 118A.06, municipal funds may be deposited in any Savings and Loan Association, Bank or Credit Union which has its deposits insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), and

**WHEREAS**, the amount of said deposits may not exceed the FDIC/NCUA insurance covering such deposits which insurance amount is presently \$250,000, and

**WHEREAS**, the deposit of City funds in Savings and Loan Associations and Banks would provide greater flexibility in the City's investment program and maximize interest income thereon, and

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

1. It is hereby found and determined that it is in the best interest of the proper management of City funds that various banks be designated as additional depositories for City funds for 2020.
2. It is further found and determined that the purpose of such depository designation is to facilitate the proper and advantageous deposit and investment of City funds and that such designation is not exclusive nor does it preclude the deposit of any City funds in other officially designated depositories of the City.
3. The Finance Director is hereby authorized to deposit City funds in various depositories up to the amount of \$250,000, or such other amount as may be subsequently permitted by law, such deposits to be in the form of demand accounts, payable to the City of Richfield on the signature of the Finance Director. Such deposits may be made and withdrawn from time to time by the Finance Director as his best judgment and the interests of the City dictates.
4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies of the City regarding the investment of City funds.

Adopted by the City Council of the City of Richfield, Minnesota this 14h day of January, 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

**RESOLUTION NO.**

**RESOLUTION DESIGNATING U.S. BANK  
A DEPOSITORY OF FUNDS OF THE CITY OF RICHFIELD  
FOR THE YEAR 2020**

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

That, in accordance with Minnesota Statutes, Section 118A.01- 118A.06, U.S. Bank be, and hereby is designated a depository of the funds of the City of Richfield, subject to modification and revocation at any time by said City, and subject to the following terms and conditions:

The said depository shall not be required to give bonds or other securities for such deposits provided that the total sum thereof shall not at any time exceed in any depository the sums for which its deposits are insured under the Acts of Congress of the United States relating to insurance of bank deposits; but that in case such deposits in any such depository shall at any time exceed such insured sum, said depository shall immediately furnish bonds or other security for such excess according to law, approved by the City Council of said City.

That said depository shall pay on demand all deposits therein; and shall pay all time deposits, at or after the end of the period for which the same shall be deposited, on demand.

**BE IT FURTHER RESOLVED**, that there shall be maintained a general account in which shall be deposited all monies from the water, sewer, storm sewer, liquor, swimming pool/ice arena, deputy register fees, City permits and other deposits not otherwise specifically provided for. The following officers or their facsimile signatures shall sign checks on this account;

KATIE RODRIGUEZ, CITY MANAGER  
CHRIS REGIS, FINANCE DIRECTOR

**BE IT FURTHER RESOLVED**, that all funds remaining in the account at the end of each business day will be transferred from U.S. Bank to the 4M Fund where funds deposited are invested and insured.

Passed by the City Council of the City of Richfield, Minnesota this 14th day of January, 2020.

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

ATTEST:

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



**STAFF REPORT NO. 07**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
12/23/2019

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/7/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution authorizing the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.**

**EXECUTIVE SUMMARY:**

In accordance with Minnesota Statutes, the City of Richfield must authorize the use of credit cards by any City employee authorized to make purchases on behalf of the City.

In addition, in today's business environment, most retail businesses, will no longer allow the City to purchase on account and will only accept a City check or a City credit card.

Finally, the use of a City credit card provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

**RECOMMENDED ACTION:**

**By Motion: Adopt the attached resolution authorizing the use of City credit cards by City employees otherwise authorized to make purchases on behalf of the City.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The following are the current credit/purchasing cards in use by City employees:

- Two VISA credit cards issued through the Richfield Bloomington Credit Union in the name of the City. The cardholders are the following:
- Community Development Director
- Wood Lake Nature Center Manager

The City participates in Purchasing Card program as offered through US Bank. The program is designed to make the purchasing/procurement process for low dollar valued items more efficient. The intent is to save time and paperwork by reducing the need for purchase orders, petty cash, check requests and employee reimbursements.

The City Purchasing card program began in 2010 on a limited basis and has expanded since that time. The program will allow controls to be put in place to limit monthly and single purchase

amounts. Finally, a City Purchasing Card Policy has been established which is consistent with the City's Purchasing Policy and Minnesota Statutes.

- US Bank Purchasing Card Program. The following twenty eight purchasing cards will be issued to the following:
  - City Manager (1) – one card
  - Building Services Employees (1) – one card.
  - Utility Department Employees (3) – three cards.
  - Information Technology Employees (3) – three cards.
  - Administrative Services Director (1) – one card.
  - Communications Manager (1) – one card
  - Finance Director (1) – one card.
  - City Clerk (1) – one card
  - Recreation Service Employees (6) – six cards.
  - Public Safety Employees (4) – four cards.
  - Fire Employees (2) – two cards.
  - Public Works Employees (3) – three cards.
  - Community Development Accountant (1) – one card.

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

In accordance with Minnesota Statutes Section 471.382, the City of Richfield must authorize the use of credit cards by any City employee otherwise authorized to make a purchase on behalf of the City.

Further, if a City employee makes or directs a purchase by credit card that is not approved by the City Council, the employee could be personally liable for the amount of the purchase.

A purchase by credit card must otherwise comply with all statutes, rules, and City policies applicable to City purchases.

Finally, the City's auditors recommend that the City authorize the use of credit cards by City employees on an annual basis.

**C. CRITICAL TIMING ISSUES:**

N/A.

**D. FINANCIAL IMPACT:**

The holders of City credit cards are responsible for reviewing and approving all purchases entered into with the credit card.

**E. LEGAL CONSIDERATION:**

The City is required by Minnesota Statute 471.382 to authorize the use of credit cards by City employees otherwise authorized to make purchases on behalf of the City.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could decide to not authorize the use of credit cards by City employees. However, most retail businesses in today's environment will no longer allow the City to purchase on account and will only accept a City check or a City credit card. The use of City credit cards by employees provides efficiency and flexibility for employees to purchase goods and services on behalf of the City.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Resolution Authorizing The Use of Credit Cards by City Employees	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE USE OF CREDIT CARDS BY CITY EMPLOYEES  
OTHERWISE AUTHORIZED TO MAKE PURCHASES ON BEHALF OF THE CITY OF  
RICHFIELD  
FOR THE YEAR 2020**

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

That, in accordance with Minnesota Statutes, Section 471.382, the City Council of the City of Richfield may authorize the use of a credit card by City employees otherwise authorized to make a purchase on behalf of the City.

The authorization is subject to modification and revocation at any time by said City Council, of the City of Richfield, and subject to the following terms and conditions:

If a City employee makes or directs a purchase by credit card that is not approved by the City Council, the employee can be personally liable for the amount of purchase.

The purchases by credit card must comply with all statutes, rules and City of Richfield policies applicable to City purchases.

**BE IT FURTHER RESOLVED**, that designated City staff is hereby authorized to use the following City credit cards to make purchases on behalf of the City of Richfield:

- Two VISA credit cards issued through the Richfield Bloomington Credit Union in the name of the City. The cardholders are the following:
  - Community Development Director
  - Wood Lake Nature Center Manager
- Twenty eight U.S. Bank Purchasing cards. The cardholders will be the following:
  - City Manager (1) – one card
  - Building Services Employees (1) – two cards.
  - Utility Department Employees (3) – three cards.
  - Information Technology Employees (3) – three cards.
  - Administrative Services Director (1) – one card.
  - Communications Manager (1) – one card
  - Finance Director (1) – one card.
  - City Clerk (1) – one card
  - Recreation Services Employees (6) – six cards.
  - Public Safety Employees (4) – four cards.
  - Fire Employees (2) – two cards.
  - Public Works Employees (3) – three cards.
  - Community Development Accountant (1) – one card.

Passed by the City Council of the City of Richfield, Minnesota this 14th day of January, 2020.

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

ATTEST:

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



**STAFF REPORT NO. 08**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Kelly Wynn, Senior Office Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/6/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution designating an official newspaper for 2020.**

**EXECUTIVE SUMMARY:**

Section 13.01 of the Charter of the City of Richfield requires the City Council annually designate an official newspaper for the City.

The *Richfield Sun-Current* has served as the official paper for the City for many years and has proven to be a reliable and professional publication that is delivered to nearly all residences in the City. The *Richfield Sun-Current* has expressed an interest in continuing to serve as the official newspaper of the City.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution designating the *Richfield Sun-Current* as the official newspaper for the City of Richfield for 2020.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

This information is contained in the Executive Summary.

**C. CRITICAL TIMING ISSUES:**

The City Council typically considers the designation of an official newspaper at the first meeting in January of each year.

**D. FINANCIAL IMPACT:**

The 2020 price quote from the Sun-Current for the publication of legal notices is reasonable and similar to the cost of publishing in the Star Tribune.

**E. LEGAL CONSIDERATION:**

A newspaper must be designated each year by the City for publication of all official and legal City business.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may choose to postpone designation of an official newspaper to a future meeting and request the City Clerk's office to gather quotes from other newspapers.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ 2020 Star Tribune Bid	Backup Material
□ 2020 Sun Current Bid	Backup Material



**RESOLUTION NO.**

**RESOLUTION DESIGNATING AN OFFICIAL  
NEWSPAPER FOR 2020**

**WHEREAS**, the Charter of the City of Richfield requires in Section 13.01 thereof that the City Council annually designate an official newspaper for the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the *Richfield Sun-Current* is designated the official legal newspaper for the City of Richfield for 2020 for all publications required to be published therein.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of January, 2020.

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Maria Regan Gonzalez, Mayor

ATTEST:

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Elizabeth VanHoose, City Clerk

**From:** [Weicker, Daniel](#)  
**To:** [Kelly Wynn](#)  
**Subject:** RE: 2020 Quote for Legal Notices - City of Richfield  
**Date:** Friday, December 20, 2019 10:06:31 AM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)

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Hi Kelly,

Thank you for considering Star Tribune for your notice publishing needs

1. What is the rate per column inch for first insertion? \$15.07
2. What is the rate per column inch for subsequent insertions? \$15.07
3. How many characters per inch? 345
4. How many lines per inch? 11.5

Keep in mind that we charge by the line not the column inch, our per line rate is \$1.31

Please let me know if you have any other questions

Daniel

DANIEL WEICKER | ACCOUNT EXECUTIVE | STAR TRIBUNE  
o 612-673-4231 | c 612-499-4197 | [Daniel.weicker@startribune.com](mailto:Daniel.weicker@startribune.com)  
650 3<sup>rd</sup> Ave S | Minneapolis, MN | 55488

-  
**[Star Tribune Media Kit](#)**

StarTrib\_Logo\_Hor\_Signature



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**From:** Kelly Wynn <[KWynn@richfieldmn.gov](mailto:KWynn@richfieldmn.gov)>  
**Sent:** Friday, December 20, 2019 9:25 AM  
**To:** Wescome, Ryan <[Ryan.Wescome@startribune.com](mailto:Ryan.Wescome@startribune.com)>  
**Subject:** 2020 Quote for Legal Notices - City of Richfield

**Caution** (External, [kwynn@richfieldmn.gov](mailto:kwynn@richfieldmn.gov))

First-Time Sender [Details](#)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Hi Ryan,

Please let me know the Star Tribune's rates for publishing legal notices for calendar year 2019.

1. What is the rate per column inch for first insertion?
2. What is the rate per column inch for subsequent insertions?
3. How many characters per inch?
4. How many lines per inch?

Thank you,

Richfield-banner-email sig



Kelly Wynn | Senior Office Assistant  
City of Richfield  
Tel: (612) 861-9711 | Fax: (612) 861-9715  
[kwynn@richfieldmn.gov](mailto:kwynn@richfieldmn.gov)  
...A great place to thrive

 ☐ ☐



December 20, 2019

City of Richfield  
City Council  
6700 Portland Avenue  
Richfield, MN 55423-2599

Dear City Council Members:

Please accept the following bid from the ***Richfield Sun-Current*** for legal newspaper designation for the City of Richfield. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2020:

First insertion:	<b>\$11.90</b> per column inch
Subsequent insertions:	<b>\$7.00</b> per column inch
Characters per inch:	<b>320</b>
Lines per inch:	<b>9</b>

A notarized affidavit will be provided for each notice published. Additional affidavits are \$2.50 each. A \$20.00 charge will be assessed on legal notices that require typing. All published legal notices are posted on the *Sun-Current* website at no additional charge.

The *Sun-Current* is published weekly on Thursdays. The deadline is 2:00 p.m. on Thursday for publication the following Thursday. Please email legal notices to [publicnotice@ecm-inc.com](mailto:publicnotice@ecm-inc.com).

Thank you for considering the *Sun-Current* as the official newspaper for the City of Richfield for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

A handwritten signature in blue ink that reads "Steve".

Steve Gall  
Advertising Director



**STAFF REPORT NO. 09**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Blanca Martinez Gavina

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW:

**ITEM FOR COUNCIL CONSIDERATION:**

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

**EXECUTIVE SUMMARY:**

City advisory commission terms for youth members are for one year and terms expired on August 31, 2019. City Manager's office conducted recruitment seeking applicants to fill the youth vacancies for 2019-2020. This recruitment included information on the City's website, Facebook page, and communication with the local high schools.

Applicants were interviewed on November 25, 2019, and were considered for appointment based on their stated commission preference.

**RECOMMENDED ACTION:**

**Approve the appointment of persons to fill vacant youth terms on City advisory board/commissions.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

City advisory commissions were established by City ordinance or resolution.

C. **CRITICAL TIMING ISSUES:**

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

Andy Soto

August 31, 2020

# ARTS COMMISSION

August 31, 2020

Elise Melendez

August 31, 2020

# COMMUNITY SERVICES COMMISSION

August 31, 2020

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August 31, 2020

# FRIENDSHIP CITY COMMISSION

August 31, 2020

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August 31, 2020

## HUMAN RIGHTS COMMISSION

Ava Noack

August 31, 2020

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Hanna Milton

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August 31, 2020

# TRANSPORTATION COMMISSION

August 31, 2020

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August 31, 2020



**STAFF REPORT NO. 10**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Jesse Swenson, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/7/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution approving the contract with the Police Officers and Detectives LELS Local 123 for the contract period January 1, 2020 through December 31, 2021 and authorize the City Manager to execute the agreement.**

**EXECUTIVE SUMMARY:**

City staff has completed labor negotiations with the Police Officers and Detectives LELS Local 123 (Union). The provisions of the 2020-2021 labor agreement cover all of the employees in this Union which consists of approximately 32 positions.

The two-year contract provides a wage adjustment of 3.0% in 2020 and a wage adjustment of 3.0% in 2021.

The other provisions of the tentative agreement include:

- A one-time equity adjustment to the base wage of the top step of the police officer pay grade in 2020 and 2021. The one-time equity adjustment in each year is \$.50 per hour to the base hourly wage. An additional \$.30 per hour to the base hourly wage will be added to the top step of the pay plan in the last full pay period of 2021. When evaluating wages, the City strives to keep its employee groups' wages within the average of similarly-sized metro area cities. An analysis revealed that the top step of this pay plan had fallen below the average, necessitating an equity adjustment to the top step of this pay plan.
- A \$5 per month increase to the following special assignments: Special Investigative Unit (SIU), Violent Offenders Task Force (VOTF), Officer Assigned to Investigations.
- Up to a \$105 per month increase in the City's contribution towards health insurance, and
- A \$0.25 per month increase towards Employee single dental coverage.
- Agreement to accept the same level of contributions that Management and General Services employees will be receiving in 2021 for health and dental insurance coverage.
- An increase to the clothing and equipment allowance by \$20 in 2020 to \$885 and by \$20 in 2021 to \$905.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution approving the provisions of the 2020-2021 labor agreement with the Police Officers and Detectives LELS Local 123 bargaining unit and authorize the City Manager to execute the agreement.**



## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

The tentatively approved two year contract settlement includes the following significant changes:

- Wages: A 3.0% wage adjustment for 2020 and a 3.0% wage adjustment for 2021. An additional one-time equity adjustment in 2020 and 2021 to the base hourly wage of the top step of the pay grade. The one-time equity adjustment is \$.50 per hour in 2020 and 2021, plus an additional \$.30 per hour added the last full pay period of 2021.
- Special assignment pay: A \$5 increase to the monthly stipend paid to officers assigned to SIU, VOTF, and Investigations.
- Health Insurance: Up to a \$105 increase to the Employer health insurance contribution, which provides up to a maximum contribution of \$921.50 per month for single Employee coverage, \$1,312 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,435 per month for Employee plus family coverage.
- Dental Insurance: A \$0.25 per month increase to the Employer contribution for Employee single dental insurance coverage at \$60.00 per month.
- Clothing and equipment allowance increase of \$20 in 2020 to \$885 and an additional \$20 in 2021 to \$905.

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

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 3.0% wage increase represents the same 3.0% wage adjustment implemented for non-union City employees and all other contracts settled for 2020.
- The 3.0% wage adjustment and health insurance increase is comparable to other bargaining groups in similar metro cities. A survey of other similarly sized cities indicates that those cities are providing anywhere from a 2.75 to 3 percent increase. The City has a long history of trying to remain as close to the mid-range as possible for similar cities, in terms of wages and benefits.
- The 3.0% wage adjustment for 2021 is the City's and Union's best estimation of what will be the average of such settlements in the metro area. The Teamsters 320 (Lieutenants) and Teamsters 320 (Sergeants) and IAFF 1215 (Firefighters) have also agreed to this increase for 2021. The City is aware of at least three other metro area cities that have settled at 3.0% for 2021.

### **C. CRITICAL TIMING ISSUES:**

In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2020 wages and benefits, it is recommended that the City Council act on January 14, 2020 to adopt the attached resolution providing for contract changes, effective January 1, 2020.

### **D. FINANCIAL IMPACT:**

- A 3.0% wage increase for contract year 2020 and 3.0% wage increase for contract year 2021.
- A one-time equity adjustment of \$.50 per hour in 2020 and 2021 to the top step of the pay grade. An additional \$.30 per hour the last full pay period of 2021 to the top step of the pay grade. 24 of the 32 officers will be at the top step by 2021.
- A \$5 per month increase to special assignment pay to the officers assigned to SIU, VOTF, and Investigations. This is a \$360 total budget impact for the department.
- A maximum \$105 per month increase in Employer monthly contributions towards health insurance coverage for 2020.
- A \$0.25 per month increase in Employer monthly contributions towards dental insurance in 2020.
- A \$20 increase to clothing allowance in 2020 and an additional \$20 increase to clothing allowance in 2021.

### **E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE  
CITY OF RICHFIELD AND  
LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 123  
BARGAINING UNIT FOR THE YEARS 2020 AND 2021**

**WHEREAS**, the City Manager and the Richfield Police Officers and Detectives LELS Local 123 have reached an understanding concerning conditions of employment for years 2020 and 2021; and

**WHEREAS**, it would be inappropriate to penalize LELS Local 123 members who have negotiated in good faith; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Labor Agreement between the City of Richfield and LELS Local 123 Bargaining Unit for years 2020 and 2021, under the provisions of the Labor Agreement to be implemented, effective January 1, 2020 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of January 2020.

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

ATTEST:

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



**STAFF REPORT NO. 11**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Jesse Swenson, HR Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/7/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider a resolution approving the contract with the International Association of Firefighters Local 1215 for the contract period January 1, 2020 through December 31, 2021 and authorize the City Manager to execute the agreement.**

**EXECUTIVE SUMMARY:**

City staff has completed labor negotiations with the International Association of Firefighters Local 1215 (Union). The provisions of the two-year contract cover all twenty-five employees represented in this unit.

The tentative settlement provides a wage adjustment of 3.00%, effective the first full pay period of January 2020, and a wage adjustment of 3.00%, effective the first full pay period of January 2021.

The other provisions of the tentative agreement include:

- Up to a \$105 per month increase to the Employer health insurance contribution in 2020.
- A \$0.25 per month increase to the Employer contribution for single dental insurance coverage in 2020.
- Agreement to accept the same level of contributions that Management and General Services employees will be receiving in 2021 for health and dental insurance coverage.
- A \$15 per year increase to clothing and equipment allowance in 2020, and another \$15 increase in 2021.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution approving the provisions of the 2020-2021 labor agreement with the International Association of Firefighters Local 1215 bargaining unit and authorize the City Manager to execute the agreement.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The tentatively approved two-year contract settlement includes the following significant changes:

- Wages: A three percent wage adjustment in 2020 and a three percent wage adjustment in 2021.
- Health Insurance: Up to a \$105 increase to the Employer health insurance contribution, which provides up to a maximum contribution of \$921.50 per month for single Employee coverage,

\$1,312 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,435 per month for Employee plus family coverage.

- Dental Insurance: A \$0.25 per month increase to the Employer contribution for Employee single dental insurance coverage at \$60.00 per month.
- Clothing and Equipment: A \$15 increase to the clothing and equipment allowance in 2020 and \$15 increase to clothing and equipment in 2021.

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

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 2020 three percent (effective the first full pay period in 2020) wage increase represents the same wage adjustment implemented for non-union City employees, and all bargaining units in the City of Richfield. The 2021 three percent (effective the first full pay period in 2021) wage increase is within the range of comparable metro cities, and the same as three other bargaining units in the City of Richfield that have already settled for 2021.
- The wage settlement and health insurance provision is well within the range for other comparable bargaining groups in similar metro cities.

**C. CRITICAL TIMING ISSUES:**

In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2020 wages and benefits, it is recommended that the City Council act on January 14, 2020 to adopt the attached resolution providing for contract changes, effective January 1, 2020.

**D. FINANCIAL IMPACT:**

- Three percent (3.00%) wage increase, effective the first full pay period of 2020, for contract year 2020.
- Three percent (3.00%) wage increase, effective the first full pay period of 2021, for contract year 2021.
- A \$0.25 per month increase in Employer monthly contribution towards employee single dental insurance in 2020.
- Up to a \$105 per month increase in Employer monthly contribution towards health insurance coverage in 2020.
- A \$15 per year increase to the clothing and equipment allowance in 2020 and a \$15 per year increase in 2021.

**E. LEGAL CONSIDERATION:**

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

**ALTERNATIVE RECOMMENDATION(S):**

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

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
D Resolution	Resolution Letter

**RESOLUTION NO.**

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE  
CITY OF RICHFIELD AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1215  
BARGAINING UNIT FOR THE YEAR 2020 AND 2021**

**WHEREAS**, the City Manager and the Richfield Firefighters IAFF Local 1215 have reached an understanding concerning conditions of employment for year 2020 and 2021; and

**WHEREAS**, it would be inappropriate to penalize IAFF Local 1215 members who have negotiated in good faith; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Labor Agreement between the City of Richfield and IAFF Local 1215 Bargaining Unit for 2020 and 2021, under the provisions of the Labor Agreement to be implemented, effective January 1, 2020 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 14<sup>th</sup> day of January 2020.

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Maria Regan Gonzalez

Mayor

ATTEST:

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Elizabeth VanHoose

City Clerk



**STAFF REPORT NO. 12**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Kelly Wynn, Senior Office Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/6/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the designation of a Mayor Pro Tempore for 2020.**

**EXECUTIVE SUMMARY:**

The City Charter states it is necessary to designate a City Council Member to serve as the Mayor Pro Tempore for those times when the Mayor is absent from the City.

Council Member Edwina Garcia served a Mayor Pro Tempore in 2019.

**RECOMMENDED ACTION:**

**By motion: Approve the City Council designation of a Mayor Pro Tempore for 2020.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

- The City Council typically considers the designation of a Mayor Pro Tempore at the first meeting in January of each year.
- Section 2.06. The Mayor. Subdivision 1, of the City Charter states: "The Mayor shall be the presiding officer of the Council, except that the Council shall choose from its members a president pro temp who shall hold office at the pleasure of the Council and shall serve as president in the Mayor's absence and as Mayor in case of the Mayor's disability or absence from the City."

**C. CRITICAL TIMING ISSUES:**

It is necessary to designate a Mayor Pro Tempore to ensure continuation of City operations during an absence of the Mayor.

**D. FINANCIAL IMPACT:**

This designation is at no additional cost to the City.

**E. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may defer the designation to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A





**STAFF REPORT NO. 13**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Kelly Wynn, Senior Office Assistant

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/6/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider representatives to serve as the 2020 liaisons to various local, regional and state organizations, and City boards and commissions.**

**EXECUTIVE SUMMARY:**

Members of the City Council serve as the City's representatives on various local, regional and state organizations, and City boards and commissions. Each year, the City Council appoints these representatives.

**RECOMMENDED ACTION:**

**By motion: Designate City Council liaison appointments to various local, regional and state organizations, and City boards and commissions.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

This information is contained in the Executive Summary.

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

The City Council considers the designation of liaisons at the first meeting in January of each year.

**C. CRITICAL TIMING ISSUES:**

Representation on local, regional and state organizations, and City boards and commissions is a City Goal and designations should be made at the first meeting of the year.

**D. FINANCIAL IMPACT:**

None

**E. LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

The City Council may defer the designations to a future City Council meeting.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A



**STAFF REPORT NO. 14**  
**CITY COUNCIL MEETING**  
**1/14/2020**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
1/8/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the acceptance of bid minutes/tabulation, dated January 7, 2020, award of contract to Commercial Refrigeration Systems, the lowest bidder, in the amount of \$2,849,895.00 (minus an 8% contingency during construction), and the authorization of staff to execute the contract for the Richfield Ice Arena Refrigeration Project, managed by B32 Engineering Group.**

**EXECUTIVE SUMMARY:**

The Richfield Ice Arena was built with one sheet of ice in 1971, and an additional ice sheet was added in 1999. Both utilize R-22 chemical as the refrigerant to keep the ice cool. R-22 is being phased out of production at the end of 2019, so future costs are predicted to increase sharply as quantity diminishes. The financial and environmental risks associated with an R-22 leak are significant. The responsible next step to ensure the longevity of the Richfield Ice Arena is to seek another refrigeration system. Also, we have original mechanics to the facility that are 48 years old, many of which are no longer produced, so repairing the old system has become quite challenging and costly in recent years. For the renovation project, we have outlined the following work:

- New refrigeration system that utilizes ammonia vs. R-22
- ADA upgrades
- HVAC system to protect wood
- Dry-floor turf

The ice arena is a heavily-utilized community facility, with over 500,000 guest visits annually from Richfield and the greater region. We are home to numerous organizations, including:

- Minnesota Magicians
- Minnesota Recreation Youth Hockey
- Adult Hockey Association
- Richfield Rocks (curling)
- Bloomington Kennedy Richfield Hockey
- DinoMights
- St. Paul Figure Skating Club (FSC)
- Richfield High School Hockey
- Academy of Holy Angels Stars Hockey

- ETS Performance

The Arena also host over a dozen large hockey tournaments a year and a major regional figure skating championship. Richfield has had a strong history of hockey, and has produced several NHL players.

The Richfield Ice Arena provides important benefits to the community. It is a facility where both youth and adults participate in programming and all Richfield Public School fourth graders learn to skate. It provides a needed space for people to recreate and pursue fitness activities. Also, the arena is able to draw regional guests that bring money into the community at retail shops, restaurants, and hotels. With the potential of dry-floor capabilities, the facility will be able to do a much larger diversity of athletic and entertainment programming for the city and greater region.

A considerable outreach effort was made to invite the community to the Richfield Ice Arena Refrigeration Project Engagement Sessions. We reached the community through the following methods: emailed all participants of the ice arena programs and ice rentals, articles and a notice in the Sun Current Newspaper, multiple social media posts, personal invites from staff to community members and arena guests, information on the city website and calendar, and announcements at commission and Tourism Board meetings. We hosted a series of five engagement sessions that were on a variety of dates and times to help accommodate as many people as possible. Each session was held at the ice arena and included a presentation, tour of the facility and current refrigeration system, fact sheet, and time for questions. Every participant was asked to fill out a project feedback card (see attachment), to communicate thoughts about the project to Richfield City Council. The following comments highlight feedback from the community:

- "I've never been able to utilize the ice arena, so to get my community value, let's make the swing seasons available for Pickleball."
- "This project is positive for the City of Richfield. It gives lots of kids some place to be and stay active. I would like to see both craft and antique events."
- "Keep ice activities going for Richfield, make events happen to bring people here. Make it a viable space for craft shows, fundraising, etc. Thank you for letting us know more about the project and give feedback."
- "I would like to see the dry floor space utilized for a Farmers Market."
- "There is a high demand for ice already and we need to ensure there is enough ice sheets in the future. Would love to see lacrosse."
- "Would like to see indoor soccer."
- "Minneapolis Hockey buys 80 hours of ice. Keep it open, I would like to use the dry-floor space for dry land training."
- "Utilize dry floor events for whatever makes money, but keep skating activities here in city."
- "Getting rid of R-22 is important and environmentally friendly."
- "Continue viability of the arena, bring traffic to Richfield, a cat show would be a way to utilize dry-floor space."
- "This project will bring more events to Richfield and more revenue for Richfield restaurants and hotels. Craft shows and dog shows would bring non-Richfielders here."
- "The project is good for family activities and fitness."
- "Continue to bring in people for the many events this facility can support, and do it in an environmentally-friendly way. Wine events and drone racing would be neat to see in the dry-floor space."
- "I don't currently use the ice arena, but upgrades are always needed. I would like to see wine events, and have an indoor space that complements outdoor events like 4th of July."

Overall, the engagement sessions were positive, participants asked great questions, and we got a lot of positive feedback for the project and valuable opinions on the use of the dry-floor space.

### **RECOMMENDED ACTION:**

**By motion: Accept the bid minutes/tabulation, dated January 7, 2020, award the contract to Commercial Refrigeration Systems, the lowest bidder, in the amount of \$2,849,895.00 (minus the recommended 8% contingency to be carried during construction), and authorize staff to execute the contract for the Richfield Ice Arena Refrigeration Project, managed by B32 Engineering Group.**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

The Ice Arena was constructed in 1971, the second sheet of ice was added in 1999. Both sheets of ice run on a R-22 refrigeration system which is being phased out at the end of 2019. The arena is a popular city and regional attraction, hosting over 500,000 people a year. It provides positive opportunities for wellness, social interactions, and special events that center around ice sports (hockey, figure skating, ice-skating, and curling).

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

- Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, the United States is phasing out the production and import of hydrochlorofluorocarbons (HCFCs) in order to protect the stratospheric ozone layer. By phasing out the production of ozone-depleting substances (ODS) like HCFCs, we are reducing the risk of skin cancer caused by exposure to UV radiation. In addition, many of these ozone-depleting substances, as well as their substitutes, are greenhouse gases that contribute to climate change. No Immediate Change Is Required HCFC-22 is used as a refrigerant in many applications, including ice rinks. Starting on January 1, 2020, U.S. production and import of HCFC-22 will end (see attachment).

### **C. CRITICAL TIMING ISSUES:**

Every year the project is put on hold, the cost increase is estimated at a minimum of \$100,000. The elimination of R-22 production will put the cost at the demand of the market. Every year, we are leaking R-22 and have to add roughly 500 pounds to keep our system operating efficiently, which is expensive. There will be an increase in maintenance of the current refrigeration system as parts continue to become obsolete. Also, to stay within our current timeline to minimize ice arena programming and operations, we need to start construction late March, 2020 (please see timeline attachment).

### **D. FINANCIAL IMPACT:**

It was estimated the Richfield Ice Arena Refrigeration Project will cost approximately \$3.4 million for the refrigeration component, the bid recommendation of \$2,849,895.00 (minus the 8% contingency), is a lower price than anticipated. This will keep the project within budget, and we will be able to complete the other components. An additional \$280,000+ in building improvements (HVAC system-see attached quote, ADA upgrades, roof improvements, and dry-floor turf). There is a total of \$3.68 million budgeted for the project. The project is funded out of the golf course sale monies and additional funds that were budgeted in past years for this project.

The renovation will annually save the following amounts:

- \$30,000 on utilities
- \$5,000 on chemicals
- \$10-15,000 on maintenance costs

If the arena was to experience a major R-22 leak, it would cost over \$160,000 per rink to equalize the system again by purchasing reclaimed R-22. We can't afford to risk those types of accidents from happening, as they are expensive both financially and environmentally.

With the updated renovation timeline (see attachment), there should be limited impacts on keeping one sheet of ice available throughout the construction for rent and programming.

The following breakdown details the funds that have been identified for use on this project:

#### **Sources/Uses Ice Arena Refrigeration Project**

##### **SOURCES**

Internal Funding (Golf Course Funds)	\$3,400,000
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Special Revenue Funds	\$280,000
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<b>Total Sources</b>	<b>\$3,680,000</b>
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**USES**

Refrigeration Construction (\$2,849,895.00) + 8% contingency	\$3,077,886	
Fencing for outdoor mechanical components	\$10,000	
ADA Upgrades	\$75,000	
Artificial Turf	\$100,000	
HVAC System Upgrades	\$140,862 +	
Roof Improvements (will do last with funds available, this is an estimate)	\$276,252	
<b>Total Uses</b>		<b>\$3,680,000</b>

<b>Excess(Deficiency)Sources over Uses</b>	<b>\$0</b>
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**E. LEGAL CONSIDERATION:**

- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder. All such contracts can only be approved by City Council.
- The notice that bids are being solicited must be published once in the City's official newspaper, the Sun Current, at least ten days before the last day of acceptance of bids.
- The City has the authority to reject all bids.
- The City building code official will inspect the project specification and will continue to inspect the project as construction starts.
- A City building permit will be secured before construction begins.

**ALTERNATIVE RECOMMENDATION(S):**

- Reject the recommended bidder and award the contract to the next lowest responsible bidder.
- Reject all bids and direct staff how to proceed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
❑ Bid Recommendation Letter, Tab, and Copies of Original Bids	Cover Memo
❑ HVAC Upgrades Quote	Cover Memo
❑ Richfield Ice Arena Refrigeration Project Timeline	Cover Memo
❑ EPA Ice Rinks and R-22 Phaseout Information	Cover Memo



January 7, 2020

Mr. Kris Weiby  
City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423

Re: Richfield Ice Arena Ice System Replacement – Bid Recommendation  
Our File No. 900.16.273

Dear Mr. Bernstein:

On Tuesday January 7, 2020 bids were opened for the Ice System Replacement at the Richfield Ice Arena. The table below lists the two bids that were received. The engineer's estimate is also included based on the November 11, 2019 cost estimate presented to the City.

	Engineer's Estimate*	Total Mechanical	Commercial Refrigeration Systems
Total Base	<b>\$3,042,000</b>	<b>\$3,120,498.00</b>	<b>\$2,849,895.00</b>

\*The Engineer's Estimate does not include the recommended 8% contingency to be carried during construction.

The spread between the base bids is typical for the first ice rink projects bid during the year. The engineer's estimate was prepared prior to opening the bids.

We have reviewed the lowest bid submitted by Commercial Refrigeration Systems, Inc. and find no irregularities that would cause us to be concerned with their bid. We have performed a phone interview with the owner of Commercial Refrigeration Systems, Inc, Mark Rodrigo, to discuss their bid. They have experience with this type of specialty work, they are using experienced subconsultants and they have no concerns with their bid. We recommend awarding the contract base bid to Commercial Refrigeration Systems, Inc.

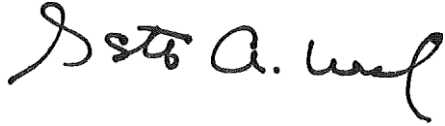
The award should be based on the condition that the Contractor will execute the contract documents and return them to B32 Engineering Group, Inc. within fifteen (15) days in conformance with the bidding documents. As a reminder and as will all construction projects, we recommend budgeting an 8% contingency in addition to the construction cost for any changes or unforeseen sight conditions that may arise during construction.

Enclosed is a bid tabulation of the two (2) bids received and the original bid forms from each bidder for your records.

I would be more than happy to discuss the bid results in more detail with you, your staff and the City Council. If you have any questions after reviewing this letter, please feel free to call us at 651.256.3090.

Sincerely,

B32 Engineering Group, Inc.

A handwritten signature in black ink, appearing to read "Scott A. Ward". The signature is fluid and cursive, with the first name "Scott" and last name "Ward" clearly distinguishable.

Scott A. Ward, P.E.  
President

Enclosure: Bid Tabulation & Original Bid Forms



## Bid Tabulation

**Project Name:** Richfield Ice Arena Ice System Replacement

**Owner:** City of Richfield

**Date and Time:** 1/7/2020 @ 10:00 AM

**File No.:** 900-16-273



				Bidder No. 1	Bidder No. 2
				<b>Commercial Refrigeration Systems</b>	<b>Total Mechanical Services, Inc.</b>
	Item	Qty	Units	Unit Price Total	Unit Price Total
	Base Bid	1	LS	\$2,849,895	\$3,120,498
	<b>Total Base Bids</b>			<b>\$2,849,895.00</b>	<b>\$3,120,498.00</b>
	<b>Bid Security</b>			5%	5%
	<b>Addenda Acknowledged</b>			1,2	1,2
	<b>Contractors Name</b>			Commercial Refrigeration Systems, Inc.	Total Mechanical Services, Inc.
	<b>Address</b>			104 Chestnut Street, PO Box 1066 Virginia, MN 55792	420 Broadway Avenyue St Paul, MN 55071
	<b>Email</b>			crsystems1003@qwestoffice.net	bpylkas@totalmech.com
	<b>Telephone</b>			(218) 749-3366	(651) 768-9367
	<b>Fax</b>			(218) 749-6810	(651) 768-9258
	<b>Bid Signed By</b>			Mark Rodorigo	Bruce Pylkas
	<b>Title</b>			CEO	President

**SECTION 004113**

**BID FORM**

Richfield Ice Arena Ice System Replacement  
Richfield, Minnesota  
February 2017

Project No. 900-16-273

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Name of Owner: *City of Richfield*

Address of Owner: *6700 Portland Avenue, Richfield, MN 55423*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged by Bidder by writing in the number and dates of addendums.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>December 30, 2019</u>
<u>2</u>	<u>January 2, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. *The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.*

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<i>Lump Sum Base Bid Price</i>	<b>\$2,849.895.00</b>
--------------------------------	-----------------------

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- ✓ A. Required Bid security;
- ✓ B. Section 004114 – Responsible Contractor Certification;
- ✓ C. Section 004115 – First-Tier Subcontractor List;
- ✓ D. Ice Rink Contractor (Division 13) Qualification Documents

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

### An Individual

Name (typed or printed): N/A

By: N/A  
(Individual's signature)

Doing business as: N/A

### A Partnership

Partnership Name: N/A

By: N/A  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

### A Corporation

Corporation Name: Commercial Refrigeration Systems, Inc. (SEAL)

State of Incorporation: Minnesota  
Type (General Business, Professional, Service Limited Liability):

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Mark Rodorigo

Title: CEO  
(CORPORATE SEAL)

Attest [Signature]  
Vicky Merten

Date of Qualification to do business in Minnesota [State where Project is located] is  
07 / 13 / 1992

**A Joint Venture**

Name of Joint Venture: N/A

First Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Second Joint Venturer Name: N/A (SEAL)

By: N/A  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**Additional Bidder Information**

Bidder's Business Address 104 East Chestnut P O Box 1066 Virginia, MN 55792

\_\_\_\_\_

\_\_\_\_\_

Phone No. 218.749.3366 Fax No. 218.749.6810

\_\_\_\_\_

E-mail crsystems1003@qwestoffice.net

SUBMITTED on January 7, 20 20.

State Contractor License No. HC000037. [If applicable]

SECTION 004114

MINNESOTA RESPONSIBLE CONTRACTOR CERTIFICATION

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

---

By signing this statement, I, Mark Rodorigo (typed or printed name),

CEO (title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

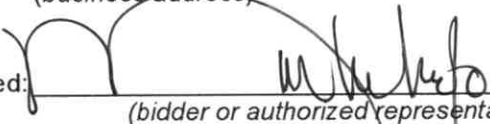
Commercial Refrigeration Systems, Inc.

(name of the person, partnership or corporation submitting this proposal)

104 East Chestnut P O Box 1066 Virginia, MN 55792

(business address)

Signed:

  
(bidder or authorized representative)

January 7, 2020

Date

**SECTION 004115**

**FIRST-TIER SUBCONTRACTOR LIST**

<b>FIRST-TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</b>	<b>Name of City where company home office is located</b>
Gustafson & Goudge	Clearbrook, MN
Jamar Company	Duluth, MN
Northern Air Corporation	Vadnais Heights, MN
Meisinger Construction	South St. Paul, MN
Rink Systems	Albert Lea, MN





# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Commercial Refrigeration Systems, Inc.  
104 E. Chestnut St.  
Virginia, MN 55792

**SURETY:**

*(Name, legal status and principal place of business)*

GREAT AMERICAN INSURANCE COMPANY  
301 E. Fourth Street  
Cincinnati, OH 45202

**OWNER:**

*(Name, legal status and address)*

City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423

**BOND AMOUNT:** \$ Five Percent of Bid Submitted—5%—

**PROJECT:** Project No. 900-16-273

*(Name, location or address, and Project number, if any)*

Richfield Ice Arena Ice System Replacement

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1345475917)

Signed and sealed this 13th day of December, 2019

Marion DeJage  
(Witness)

Marion DeJage  
(Witness)

Commercial Refrigeration Systems, Inc.

(Contractor as Principal)

(Seal)

(Title) Mark Rodorigo, CEO

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

(Title) Todd McGillivray, Attorney-In-Fact

Init.

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User Notes:

(1345475917)

## INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ } ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me,  
a Notary Public within and for said county, personally appeared, \_\_\_\_\_

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

(Notarial Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT

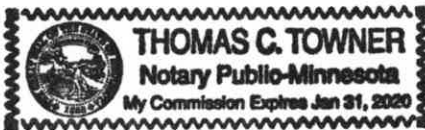
STATE OF Minnesota

COUNTY OF St. Louis } ss

On the 13th day of December, 20 19, before me,  
personally appeared Mark Rodorigo

to me known, who being by me duly sworn, did depose and say: that he resides in Virginia, MN and  
that he is the CEO of the Commercial Refrigeration Systems, Inc.

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.



(Notarial Seal)

\_\_\_\_\_  
Notary Public Carlton  
County, Minnesota  
My Commission expires 1/31/20

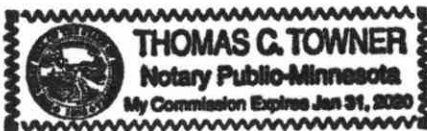
## ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF St. Louis } ss

On the 13th day of December, 20 19, before me,  
appeared Todd McGillivray Attorney-in-Fact

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.



(Notarial Seal)

\_\_\_\_\_  
Notary Public Carlton  
County, Minnesota  
My commission expires 1/31/20

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than EIGHT

No. 0 14959

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
THOMAS STENDER	MARY JANE DAVIES	ALL OF	ALL
RHONDA J. NIKUNEN	BRIAN POLOVINA	DULUTH, MINNESOTA	\$100,000,000
TODD MCGILLIVRAY	MARION DeLAGE		
LOIS BENSON	THOMAS TOWNER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of MAY 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 24TH day of MAY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

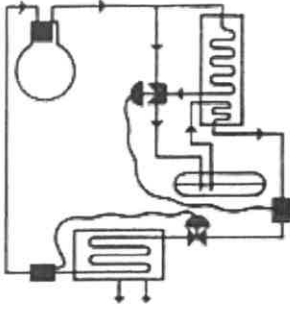
Signed and sealed this 13th day of December 2019



*Atty L C. B.*

Assistant Secretary





# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Centennial Ice Arena  
4810 103<sup>rd</sup> Lane NE  
Circle Pines, MN 55014

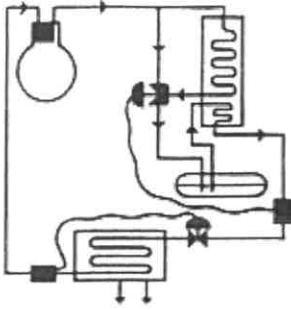
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. New  
Refrigeration Equipment. Fusion Weld Piping.  
1 Concrete Sheet.  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$1,357,598.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in December  
2019.

CONTACT: Nexus Solutions  
Attn: Brett Seiberlich  
6885 Sycamore Lane N  
Suite 200  
Maple Grove, MN 55369

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Lake of the Woods International Arena  
236 15<sup>th</sup> Avenue SW  
Baudette, MN 56623

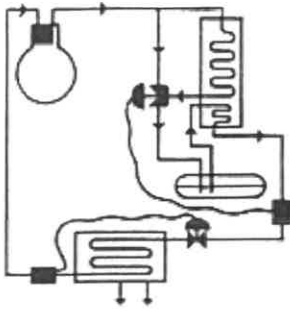
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. New  
Refrigeration Equipment. Fusion Weld Piping.  
1 Concrete Sheet.  
Concrete pour was performed by Gustafson & Goudge.

CONTRACT AMOUNT: \$931,347.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in March  
2019.

CONTACT: Kraus Anderson Construction Company  
Attn: Jim Golden  
206 Beltrami Avenue  
Bemidji, MN 56601

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Scheels Ice Plex  
4300 North Bobhalla Avenue  
Sioux Falls, SD 57104

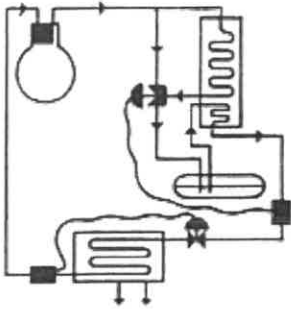
TYPE OF PROJECT: (3) Sheets. Rink Grid and Rink Floor Piping and Installation.  
Fusion Weld Piping, Anhydrous Ammonia Refrigerant.  
3 Sheets. 2 Sand, 1 Concrete  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$1,907,046.00

COMPLETION: This project was completed with Commercial Refrigeration Systems, Inc. as the Prime Contractor completing all phases of the project in-house. This project was completed in January of 2015.

CONTACT: Scheels Ice Plex  
Attn: Joe Zeuger  
4300 North Bobhalla Avenue  
Sioux Falls, SD 57107  
605.261.6243

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Chaska Curling Center  
3210 Chaska Boulevard  
Chaska, MN 55318

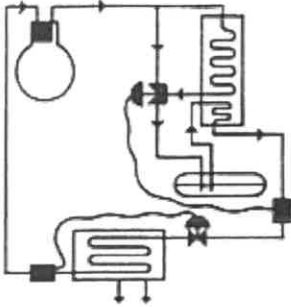
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
1 Concrete Sheet  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$865,848.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in July of  
2015.

CONTACT: Chaska Curling Center  
Attn: Ron Pieper  
3210 Chaska Boulevard  
Chaska, MN 55318  
952.227.7752

Signed: Mark W Rodorigo



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Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Southwest MN Regional Amateur Sports Center  
1651 Victory Drive  
Marshall, MN 56258

TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
3 Sheets - 1 Concrete, 2 Sand.  
Concrete pour was performed by Gustafson & Goudge.

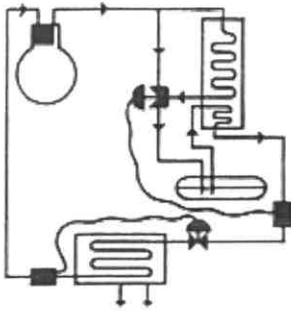
CONTRACT AMOUNT: \$1,707,322.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in May of  
2016.  
Control work was performed by Northern Air Corporation.

CONTACT: Southwest MN Regional Amateur Sports Center  
Cody Mellenthin  
507.828.8134

Signed: Mark W Rodorigo





# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: St. Louis Park Recreation Center  
3700 Monterey Drive  
St. Louis Park, MN 55416

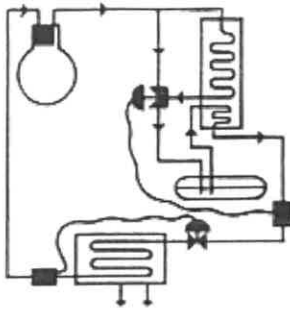
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
3 Concrete Sheets – 2 Indoor, 1 Outdoor  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$3,197,954.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in October  
2016.

CONTACT: St. Louis Park Recreation Center  
Jason Eisold  
3700 Monterey Drive  
St. Louis Park, MN 55416

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Shakopee Ice Arena  
1255 Fuller Avenue  
Shakopee, MN 55379

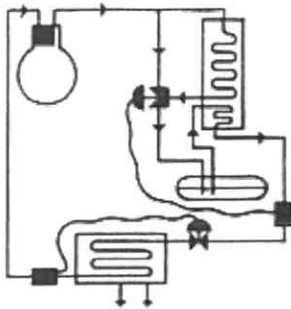
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
2 Concrete Sheets  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$1,981,072.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in October  
2016.

CONTACT: Shakopee Ice Arena  
Troy Ciernia  
1255 Fuller Avenue  
Shakopee, MN 55379  
952.233.9530

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: Plymouth Ice Center  
3650 Plymouth Blvd.  
Plymouth, MN 55446

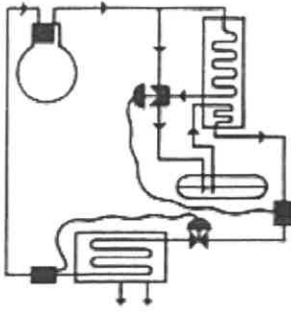
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
1 Concrete Sheet  
Concrete pour was performed by Gustafson & Goudge.  
Control work completed by Northern Air Corporation.

CONTRACT AMOUNT: \$1,758,788.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in  
September 2017.

CONTACT: Plymouth Ice Center  
Steve Lewis  
3650 Plymouth Blvd  
Plymouth, MN 55446

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: John E Carlson Coliseum  
807 17<sup>th</sup> Avenue North  
Fargo, ND 58102

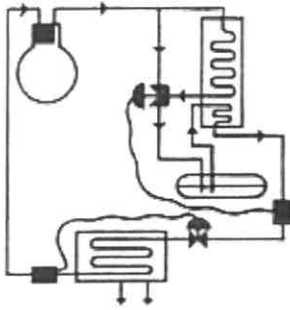
TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
1 Concrete Sheet  
Concrete pour was performed by Gustafson & Goudge.

CONTRACT AMOUNT: \$1,264,422.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in  
September 2017.

CONTACT: John E Carlson Coliseum  
Dean Ambeuhl  
807 17<sup>th</sup> Avenue North  
Fargo, ND 58102  
701.866.4510

Signed: Mark W Rodorigo



# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: West Fargo Public Schools Hockey Facility  
520 32<sup>nd</sup> Avenue West  
West Fargo, ND 58078

TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld  
Piping, Anhydrous Ammonia Refrigerant.  
2 Concrete Sheets  
Concrete pour was performed by Gustafson & Goudge.

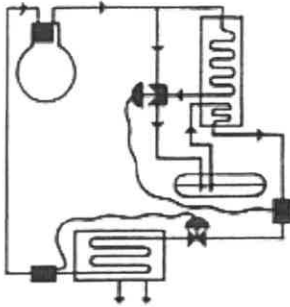
CONTRACT AMOUNT: \$1,954,969.00

COMPLETION: This project was completed with Commercial Refrigeration  
Systems, Inc. as the Prime Contractor completing all phases of  
the project in-house. This project was completed in  
September 2017.

CONTACT: West Fargo Public Schools Hockey Facility  
Wade Bach  
520 32<sup>nd</sup> Avenue West  
West Fargo, ND 58078  
218.329.8994

Signed: Mark W Rodorigo





# COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo  
Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066  
Virginia, Minnesota 55792

## PRIME CONTRACTOR PRE-QUALIFICATION

NAME / ADDRESS: ISD #704 - Proctor Ice Arena

TYPE OF PROJECT: Rink Grid and Rink Floor Piping and Installation. Fusion Weld Piping, Anhydrous Ammonia Refrigerant.  
1 Concrete Sheet  
Concrete pour was performed by Gustafson & Goudge.

CONTRACT AMOUNT: \$1,012,182.00

COMPLETION: This project was completed with Commercial Refrigeration Systems, Inc. as the Prime Contractor completing all phases of the project in-house. This project was completed September 2018.

CONTACT: Johnson Wilson Constructors  
Attn: Shane Johnson  
4431 West Michigan Street  
Duluth, MN 55807  
218.348.0201

Signed: Mark W Rodorigo

**Business Record Details »**

Minnesota Business Name

**Commercial Refrigeration Systems, Inc.****Business Type**

Business Corporation (Domestic)

**MN Statute**

302A

**File Number**

7M-397

**Home Jurisdiction**

Minnesota

**Filing Date**

07/13/1992

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2020

**Registered Office Address**104 E Chestnut Str PO Bx 1066  
Virginia, MN 55792  
USA**Number of Shares**

2,500

**Registered Agent(s)**

(Optional) Currently No Agent

**Chief Executive Officer**Mark W Rodorigo  
104 E Chestnut Str  
Virginia, MN 55792  
USA**Principal Executive Office Address**104 E Chestnut Str  
Virginia, MN 55792  
USA**Filing History****Filing History**

Select the item(s) you would like to order: Order Selected Copies

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	07/13/1992	Original Filing - Business Corporation (Domestic)	
	07/13/1992	Business Corporation (Domestic) Business Name (Business Name: Commercial Refrigeration Systems, Inc.)	

## LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type: HPP  
CONTRACTOR Number: HC000037

Application No: 41495 Status: ISSUED

Expire Date: 12/31/2021 Effect Date: 1/1/2020

Orig Date: 1/9/2001 Print Date: 10/14/2019

Enforcement Action: YES

Workplace Experience: N/A

Name: COMMERCIAL REFRIGERATION SYSTEMS INC

Address: PO BOX 1066  
VIRGINIA , MN 55792

Phone: 218-749-3366

### Business Relationship Requirements

Name: RODORIGO, MARK W

Lic/Reg No: HM037089

Status: ISSUED

Application No: 39192

Expire Date: 12/31/2021

Effect Date: 1/1/2020

Orig Date: 3/14/1995

[Another Lookup?](#)

## LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type: MECHANICAL  
CONTRACTOR Number: MB659449  
BOND

Application No: 294447 Status: ISSUED

Expire Date: 11/13/2020 Effect Date: 11/20/2018

Orig Date: 11/21/2012 Print Date: 11/26/2018

Enforcement Action: NO

Workplace Experience: N/A

Name: COMMERCIAL REFRIGERATION SYSTEMS INC

Address: PO BOX 1066  
VIRGINIA , MN 55792

Phone: 218-749-3366

### Business Relationship Requirements

Name: Lic/Reg No:

Status: Application No:

Expire Date: Effect Date:

Orig Date:

Another Lookup?



1001 Labore Industrial Court, Suite B  
Vadnais Heights, MN 55110

651-490-9868  
651-490-1636 fax  
nac-hvac.com

---

### **Ice Rink Control References**

**Project Description:** **New Hope Ice Arena**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls and HVAC Controls  
**Location:** 4401 Xylon Ave North  
New Hope, MN 55428  
**Construction Cost:** \$500,000.00  
**Completion Date:** Fall of 2012  
**Owner's Name:** City of New Hope  
**Owner's Representative:** McKinstry  
**Contact:** Mark Severson, New Hope Facilities, P 763-233-2440

**Project Description:** **University of Wisconsin Madison – LaBahn Arena**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls  
**Location:** 105 E Campus Mall  
Madison, WI 53715  
**Construction Cost:** \$120,000.00  
**Completion Date:** Fall of 2012  
**Owner's Name:** University of Wisconsin-Madison  
**Owner's Representative:** Stevens Engineering  
**Contact:** Art, Building Maintenance P 608-438-1915

**Project Description:** **Treasure Island Center – Minnesota Wild Practice Facility**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls  
**Location:** 400 Wabasha St. N  
St. Paul, MN 55102  
**Construction Cost:** \$80,000.00  
**Completion Date:** Winter of 2017-2018  
**Owner's Name:** City of St. Paul  
**Owner's Representative:** St. Paul Port Authority  
**Contact:** TBD

**Project Description:** **City of Chaska Ice Arena**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls  
**Location:** 1661 Park Ridge Drive  
Chaska, MN 55318  
**Construction Cost:** \$100,000.00  
**Completion Date:** Spring of 2014  
**Owner's Name:** City of Chaska  
**Owner's Representative:** 292 Design Group  
**Contact:** Jason Kirsch, Arena Manager, P 952-221-1840





1001 Labore Industrial Court, Suite B  
Vadnais Heights, MN 55110

651-490-9868  
651-490-1636 *fax*  
nac-hvac.com

**Project Description:** **City of Minneapolis Parade Ice Arena**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls and HVAC Controls  
**Location:** 1600 Kenwood Parkway  
Minneapolis, MN 55403  
**Construction Cost:** \$250,000.00  
**Completion Date:** Winter of 2013/2014  
**Owner's Name:** City of Minneapolis  
**Owner's Representative:** Stevens Engineering  
**Contact:** Pat Barribeau, McKinstry Manager, P 763-898-5280

**Project Description:** **Bud King Ice Arena-Winona**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls  
**Location:** 670 E Front St.  
Winona, MN 55987  
**Construction Cost:** \$65,000.00  
**Completion Date:** Winter of 2016/2017  
**Owner's Name:** City of Winona  
**Owner's Representative:** Stevens Engineering  
**Contact:** Chad Ubl, Rink Manager, P 507-457-8258

**Project Description:** **Plymouth Ice Arena-Winona**  
**Portion of Project Completed by NAC:** Ice Rink Refrigeration Equipment Controls and HVAC Controls  
**Location:** 3650 Plymouth Blvd.  
Minneapolis, MN 55446  
**Construction Cost:** \$140,000.00  
**Completion Date:** Winter of 2017-2018  
**Owner's Name:** City of Plymouth  
**Owner's Representative:** Stevens Engineering  
**Contact:** Steve, Rink Manager, P 763-688-1466

I hereby verify that the information provided above is correct to the best of my knowledge

Name: Corey Fitzsimmons

Title: NAC Automation Application Sales Engineer

Signature: \_\_\_\_\_

*Project Superintendent*

# *HD Supply Waterworks*

## *Certificate of Attendance*

*This is to certify that*

***Mark Rodorigo***

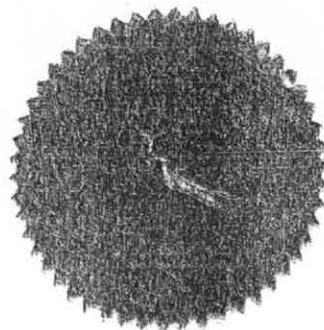
*Has attended a  
Fusion Training  
Seminar*

*Held at*

*St Michael, MN*

*on*

*March 4th, 2006*



General Foreman

# *HD Supply Waterworks*

## *Certificate of Attendance*

*This is to certify that*

***Mike O'Toole***

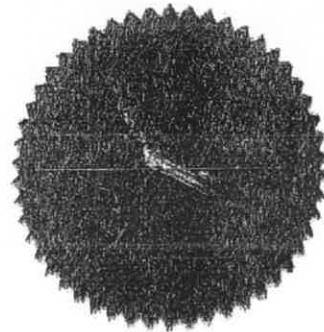
*Has attended a  
Fusion Training  
Seminar*

*Held at*

*St Michael, MN*

*on*

*March 4th, 2006*



## SECTION 004113

### BID FORM

Richfield Ice Arena Ice System Replacement  
Richfield, Minnesota  
February 2017

Project No. 900-16-273

#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Name of Owner: *City of Richfield*

Address of Owner: *6700 Portland Avenue, Richfield, MN 55423*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged by Bidder by writing in the number and dates of addendums.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>December 30, 2019</u>
<u>Two</u>	<u>January 2, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<i>Lump Sum Base Bid Price</i>	\$ 3,120,498.00
--------------------------------	-----------------

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Section 004114 – Responsible Contractor Certification;
  - C. Section 004115 – First-Tier Subcontractor List;
  - D. Ice Rink Contractor (Division 13) Qualification Documents

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: Total Mechanical Services, Inc. (SEAL)

State of Incorporation: Minnesota

Type (General Business, Professional, Service, Limited Liability): Gen. Bus.

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Bruce Pylkas

Title: President  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in [State where Project is located] is  
06 / 10 / 1988

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**Additional Bidder Information**

Bidder's Business Address 420 Broadway Avenue

St. Paul Park, MN 55071

Phone No. 651-768-9367 Fax No. 651-768-9258

E-mail bpylkas@totalmech.com

SUBMITTED on January 7, 2020

State Contractor License No. MB003208, HC004945 [If applicable]  
PC642805

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SECTION 004114

MINNESOTA RESPONSIBLE CONTRACTOR CERTIFICATION

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

---

By signing this statement, I, Bruce Pylkas (typed or printed name),

President (title) certify that I am an owner or officer of the company and

do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Total Mechanical Services, Inc

(name of the person, partnership or corporation submitting this proposal)

420 Broadway Avenue, St. Paul Park, MN 55071

(business address)

Signed:  (bidder or authorized representative)

1/7/20

Date



**SECTION 004115**

**FIRST-TIER SUBCONTRACTOR LIST**

<b>FIRST-TIER SUBCONTRACTOR NAMES</b> (Legal name of company as registered with the Secretary of State)	<b>Name of City where company home office is located</b>
<del>Bruce's Construction</del>	<del>Backus, MN</del>
Kelleher Construction	Burnsville, MN
NAC (Northern Air Corporation)	Vadnais Heights, MN
Merit Electric	St. Paul, MN
McCormick Insulation	Shoreview, MN
Advanced Concrete Sawing	St. Paul, MN

**SECTION 004116**

**ADDITIONAL SUBCONTRACTORS LIST**

<b>ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</b>	<b>Name of City where company home office is located</b>



420 Broadway Avenue  
St. Paul Park, MN 55071  
651-768-9367  
FAX 651-768-9258

January 6, 2020

Mr. Scott Ward  
B32 Engineering Group, Inc.  
2211 O'Neil Road  
Hudson, WI 54016

RE: Ice Arena Ice System Replacement

Dear Mr. Ward,

The purpose of this letter is to provide the required qualification information. We respectfully submit the following prequalification information.

Attached is a list of completed projects with the requested supporting information.

We propose to use Bruce's Construction or Kelleher Construction Company as the concrete contractor. Their references are attached

Attached are current HDPE fusion certifications for myself, Scot Singerhouse and Joel Anderson who will be supervising the HDPE welding.

I sincerely hope this letter satisfies your needs and if I can be of any further assistance please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'B. Pylkas', is written over a horizontal line.

Bruce Pylkas  
President  
Total Mechanical Services, Inc.  
bpylkas@totalmech.com  
Cell 651-775-5006



**McELROY**  
UNIVERSITY<sup>SM</sup>

# *Certificate of Attendance*

*Presented to:*

**Joel Anderson**

*For attending McElroy University Advanced Fusion Training:*

OQ201 - Medium Diameter Operator Qualification

  
McElroy Certified Instructor

St. Michael, MN  
Training Location

Mar-26-2015  
Date

 **McELROY**

Your participation in this course may be eligible for up to 20  
Professional Development Hours (PDH)



**McELROY**  
UNIVERSITY<sup>SM</sup>

# *Certificate of Attendance*

*Presented to:*

**Bruce Pylkas**

*For attending McElroy University Advanced Fusion Training:*

QQ201 - Medium Diameter Operator Qualification

  
McElroy Certified Instructor

St. Michael, MN  
Training Location

Mar-26-2015  
Date

 **McELROY**

Your participation in this course may be eligible for up to 20  
Professional Development Hours (PDH)



Scot Singerhouse of Total Mechanical  
(name) (company)

HAS SUCCESSFULLY COMPLETED THE

- ☐ Audit (no hands-on or testing)  
☐ Field Training (no written evaluation or destructive testing required)  
☐ M&I Qualification (w/ written & destructive testing)  
☒ 49 CFR Part 192 & 195 Individual Qualification (w/ written & destructive testing)  
☒ Initial (no prior qualification to Part 192, or in excess of 12 months prior)  
☐ Renewal (prior Wolseley qualification class to Part 192 within prior 12 months)

**INDUSTRIAL PLASTICS DIVISION'S POLYETHYLENE JOINING PROCEDURES and EQUIPMENT OPERATIONS CLASS**  
**2012, v3.0, FOR THE PROCESSES OF**

CONVENTIONAL FUSION, Per the Heat Fusion Joining procedures defined in ASTM F2620-xx (-12 or -13) and utilizing McElroy Mfg., Inc.'s fusion equipment

- ☒ SMALL DIAMETER FUSION (1/2" CTS - 6" DIPS)  
☒ MANUAL BUTT (1/2" CTS - 6" DIPS) ☐ SADDLE ( $\leq 4"$  OUTLET) ☒ SOCKET (1/2" CTS - 4" IPS)  
☒ MEDIUM DIAMETER HYDRAULIC FUSION (2" IPS - 20" OD)  
☒ BUTT FUSION (2" IPS - 20" DIPS) ☐ SADDLE FUSION (4" IPS - 18" IPS OUTLET)  
☐ LARGE DIAMETER HYDRAULIC BUTT FUSION (8" IPS - 65" OD)  
☐ 824/T630 ☐ 1236/T900 ☐ 1648 / ☐ 2065 / ☐ 1600 EQUIPMENT SPECIFIC CLASSES  
☒ ELECTRONIC DATA RECORDING EQUIPMENT OPERATIONS  
☐ DataLogger 3 ( ☐ Wired ☐ Wireless ) ☐ DataLogger 4 ☒ DataLogger 5

ELECTROFUSION, Per the electrofusion processor manufacturer's defined operations and the fitting manufacturer's defined installation instructions

- ☒ SMALL DIAMETER ELECTROFUSION ( $\leq 12"$ ) ☐ LARGE DIAMETER ELECTROFUSION ( $\geq 14"$ )  
Per the electrofusion processor operations defined by:  
☒ Georg Fischer Central Plastics ☐ IPEX Friatec ☐ Raptor ☐ Other \_\_\_\_\_  
And per fitting installation instruction defined by:  
☒ Georg Fischer Central Plastics ☐ IPEX Friatec ☐ Other \_\_\_\_\_  
☐ Coupling ☐ Saddle/Tapping Tee ☐ Restraint

(instructor)

(date)

Authorized by:

Bill Breckenridge, Manager of Training and Developing,  
Wolseley Industrial Group, Industrial Plastics Division  
[william.breckenridge@wolseleyind.com](mailto:william.breckenridge@wolseleyind.com)

This is a temporary certificate. A permanent replacement document will be issued by the Manager of Training and Developing.

The individual's Field Training, M&I Qualification or Individual Qualification (49CFR Part 192) will remain in effect for a period of no more than two years, as long as the individual completes a documentable fusion, for which they have been previously qualified, within each consecutive six month period; or shall require requalification if (a) there is a specific reason to question the fusion-specific knowledge, skills and abilities of the individual, and/or (b) the project-specific requirements require requalification. A proof of completion is not a warrantee of workmanship or a guarantee of pipeline integrity for any work completed by the above named individual.



420 Broadway Avenue  
St. Paul Park, MN 55071  
651-768-9367  
FAX 651-768-9258

August 28, 2019

Page 1 of 4

The following is a partial list of ice rink projects with the required supporting information:

- 1) Project Name: **Washington Canal Park**  
Project Location: **Washington DC**  
Project Size: **(Overall Project Size) \$12,000,000. Ice Ribbon Contract \$1,441,000**  
Project Type: **Trail Type Ice Ribbon**  
Brief narrative of complexity: **9,000 square foot ice ribbon type outdoor ice rink with an ammonia refrigeration system that is located in an adjacent building. Completed November of 2012.**  
Reference Name: **Mr. Bill Fay, WC Smith Company**  
Reference Phone #: **202-465-7064**  
Reference Name: **Mr. Tom Gnecco, James G. Davis Construction Company**  
Reference Phone #: **301-881-2990**  
Architect/Engineer: **Stantec, Gary Kristofitz 651-604-4877**
- 2) Project Name: **Schmitz-Maki Ice Arena Rehab**  
Project Location: **Farmington Minnesota**  
Project Size **\$ 750,000**  
Project Type: **Indoor Ice Rink**  
Brief narrative of complexity: **Replacement of ice rink floor and complete new ammonia refrigeration plant. Completed January 2011**  
Reference Name: **Mr. Randy Distad, City of Farmington, MN**  
Reference Phone #: **651-280-6851**  
Architect/Engineer: **Stantec, Gary Kristofitz 651-604-4877**
- 3) Project Name: **Wakota Arena Improvements**  
Project Location: **So. St. Paul, MN**  
Project Size **\$ 1,445,326**  
Project Type: **Indoor Ice Rink**  
Brief narrative of complexity: **Complete mechanical room up grade and new transmission piping to two existing ice sheet. Completed September 2014**  
Reference Name: **Mr. Jayson Dwelle, City of South St. Paul**  
Reference Phone #: **651-554-3331**

Architect/Engineer: **Stevens Engineers**

4) Project Name: **Skokie Ice Skatium**

Project Location: **Skokie, Illinois**

Project Size **\$ 701,505**

Project Type: **Indoor Ice Rink**

Brief narrative of complexity: **New outdoor package chiller and concrete floor of a reduced size hockey practice rink.**

Reference Name: **Mr. Mike Rea, Skokie Park District**

Reference Phone #: **847-929-7802**

Architect/Engineer: **Stantec, Gary Kristofitz 651-604-4877**

5) Project Name: **Ridgeland Common Recreation Center Remodel**

Project Location: **Oak Park, Illinois**

Project Size **\$ 995,000**

Project Type: **Indoor Ice Rink**

Brief narrative of complexity: **New ice rink floor and complete new ammonia refrigeration plant. Completion May of 2014**

Reference Name: **City of Oak Park, Park District prefers all contact thru Engineer**

Reference Phone #: **651-604-4877**

Architect/Engineer: **Stantec, Gary Kristofitz 651-604-4877**

6) Project Name: **Braemar Ice Arena**

Project Location: **Edina, MN**

Project Size **\$ 1,343,025**

Project Type: **Indoor/Outdoor Ice Rink**

Brief narrative of complexity: **Complete mechanical room up grade and new transmission piping to one existing ice sheet and one new outdoor ice sheet. Completion March 2015**

Reference Name: **Ms. Chad Eischens, City of Edina**

Reference Phone #: **952-833-9502**

Architect/Engineer: **Stevens Engineers**

7) Project Name: **Brentwood Recreation Complex**

Project Location: **Brentwood, MO**

Project Size **\$ 1,084,934**

Project Type: **Indoor Ice Rink**

Brief narrative of complexity: **New ice rink floor and complete new ammonia refrigeration plant. Completion October 2015**

Reference Name: **City of Brentwood, Eric Gruenenfelder**

Reference Phone #: **314-963-8681**

Architect/Engineer: **KJWW, Russ Arneson 314-951-2518**

- 8) Project Name: **Ice Rink Replacement at the Mohegan Sun Arena at Casey Plaza**

Project Location: **Wilkes-Barre, PA**

Project Size **\$ 869,900**

Project Type: **Indoor Ice Rink**

Brief narrative of complexity: **Replacement ice rink floor and brine pumping system.**

**Completion September 2017**

Reference Name: **Mike Wilczynski, Director of Operations**

Reference Phone #: **570-970-7601**

Architect/Engineer: **NEPA Engineering 570-885-4125, Bob Becker**

- 9) Project Name: **Duluth Entertainment and Convention Center North Pioneer Hall Curling Rink Replacement**

Project Location: **Duluth, MN**

Project Size **\$ 115,000**

Project Type: **Indoor Curling Rink**

Brief narrative of complexity: **Replacement curling rink floor. Completion October 2016**

Reference Name: **Joe Polo, Lakehead Constructors**

Reference Phone #: **715-395-2642**

Architect/Engineer: **Stevens Engineers**

- 10) Project Name: **Northern Arizona University Fieldhouse Ice Rink**

Project Location: **Flagstaff, AZ**

Project Size **\$ 546,585**

Project Type: **Indoor Ice Rink**

Brief narrative of complexity: **Conversion of fieldhouse to an indoor ice rink. Completion March 2017**

Reference Name: **David Nixon, Core Construction**

Reference Phone #: **928-592-2551**

Architect/Engineer: **IMEG (Formerly KJWW) Russel Birch 317-580-6901**

- 11) Project Name: **St. Paul Parks and Rec Outdoor Ice Rink Rehab**

Project Location: **St. Paul, MN**

Project Size **\$697,810**

Project Type: **Two Outdoor Ice Rinks**

Brief narrative of complexity: **Remove portable mats and provide complete concrete ice rink floor surfaces. Connection to existing air cooled packaged out door refrigeration systems. Northdale Rec Center Rink completed November of 2016. Phalen Rec Center Rink Completed November of 2017.**

Reference Name: **Joe Buzicky, City of St. Paul Parks and Rec**

Reference Phone #: **651-632-2419**

Architect/Engineer: **City of St. Paul**

12) Project Name: **Indian Creek Plaza**

Project Location: **Caldwell, Idaho**

Project Size: **(Overall Project Size) \$15,000,000. Ice Ribbon Contract \$1,300,000**

Project Type: **Trail Type Ice Ribbon**

Brief narrative of complexity: **10,000 square foot ice ribbon type outdoor ice rink with an ammonia refrigeration system that is located in an adjacent building. Completed November of 2018.**

Reference Name: **City of Caldwell prefers all contact to go through the engineer.**

Reference Phone #:

Reference Name: **Ms. Macy Lui, McAlvain Companies**

Reference Phone #: **208-908-5989**

Architect/Engineer: **Stantec, Jim Maland 612-712-2084**

13) Project Name: **Howard Park Redevelopment ( In Progress )**

Project Location: **South Bend, IN**

Project Size: **(Overall Project Size) \$25,000,000. Ice Ribbon Contract \$1,621,400**

Project Type: **Trail Type Ice Ribbon**

Brief narrative of complexity: **16,146 square foot ice ribbon type outdoor ice rink with an ammonia refrigeration system that is located in an adjacent building. Completion November of 2019.**

Reference Name: **City of South Bend prefers all contact to go through the engineer.**

Reference Phone #:

Reference Name: **Mr. Darin Meyer, Larson-Danielson Construction Co.**

Reference Phone #: **219-362-2127**

Architect/Engineer: **Stantec, Jim Maland 612-712-2084**



14) Project Name: **Apple Valley Sports Arena ( In Progress )**

Project Location: **Apple Valley, MN**

Project Size **\$ 1,900,900**

Project Type: **Indoor Ice Rink Replacement**

Brief narrative of complexity: **Complete mechanical room up grade and concrete hockey rink floor replacement. Completion November 2019**

Reference Name: **Mr. Brian Christenson, City of Apple Valley**

Reference Phone #: **952-953-2367**

Architect/Engineer: **B32 Engineering Group (Formerly Stevens Engineers)**

15) Project Name: **Cottage Grove Arena ( In Progress )**

Project Location: **Cottage Grove, MN**

Project Size **\$ 2,667,754**

Project Type: **Indoor Ice Rinks**

Brief narrative of complexity: **Complete mechanical room up grade and replacement of one hockey rink floor and one studio rink sand floor. Completion November 2019.**

Reference Name: **Mr. Jordan Hirman, City of Cottage Grove.**

Reference Phone #: **651-458-3415**

Architect/Engineer: **B32 Engineering Group (Formerly Stevens Engineers)**

Additional project references can be provided upon request.

# Bruce's Contracting, Inc.

## BCI Concrete

### Rink Performance Examples



*First-Time Winner  
BCI Concrete Backus, MN  
Struck off using two Somero S485 Ride-On Screeds  
The third-highest total F-Numbers ever for a full-sized ice rink*

**Golden<sup>®</sup>  
Trowel**

*In Recognition of Excellence in Construction of Flat & Level Concrete Floors*

**BCI Concrete**

**2017**

**NHL Size Ice Rink over Styrofoam • F<sub>F</sub> 80.1 / F<sub>L</sub> 65.8**

**17,000 ft<sup>2</sup> • Mandan Sports Complex • Mandan, ND**

**FACE<sup>®</sup>**

# BCI CONCRETE

## RECENT RINK SLAB PERFORMANCE DATA

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### PROJECT INFORMATION AND TEST RESULTS

1. Commercial Ice Floor Replacement
  - a. Location: North Dakota State Fair Grounds - Minot, ND
  - b. Engineer: EAPC Architects/Engineers
  - c. Test Results: +/- 0.25" (FF/FL Not Measured)
  - d. Slab Placement Date: 09/15/2014
2. ICON Sports Center – Rink 1
  - a. Location: ICON Sports Center – Grand Forks, ND
  - b. Engineer: B32 Engineering Group
  - c. Test Results: Ff 67 / FI 54
  - d. Slab Placement Date: 10/03/2014
3. ICON Sports Center – Rink 2
  - a. Location: ICON Sports Center – Grand Forks, ND
  - b. Engineer: B32 Engineering Group
  - c. Test Results: Ff 69 / FI 68
  - d. Slab Placement Date: 10/06/2014
4. Mandan Sports Complex – Practice Rink
  - a. Location: Mandan Sports Complex – Mandan, ND
  - b. Engineer: B32 Engineering Group
  - c. Test Results: Ff 80 / FI 71
  - d. Slab Placement Date: 04/21/2017
5. Mandan Sports Complex – Competition Rink
  - a. Location: Mandan Sports Complex – Mandan, ND
  - b. Engineer: B32 Engineering Group
  - c. Test Results: Ff 53 / FI 61
  - d. Slab Placement Date: 06/02/2017
6. Hopkins Pavilion
  - a. Location: Hopkins, MN
  - b. Engineer: B32 Engineering Group
  - c. Test Results: Ff 89.5 / FI 51.4
  - d. Slab Placement Date: 06/28/2019



**Kelleher**

Kelleher Construction, Inc.  
11531 Rupp Drive  
Burnsville, MN 55337  
(952) 890-6772  
Fax: (952) 890-5521

Ice Rink Pours (as of 3/11/15):

Edina, MN	July 2014
Woodbury, MN	August 2013
Ely, MN	September 29, 2012
Crookston, MN	October 10, 2010
Edina, MN	June 22, 2010
Duluth, MN	May 7, 2009
Duluth, MN	December 4, 2008
Duluth, MN	October 30, 2008
East St. Paul, MN	September 18, 2008
Eden Prairie, MN	August 27, 2008
Blaine, MN (4 of 4)	August 21, 2007
Blaine, MN (3 of 4)	July 17, 2007
Blaine, MN (2 of 4)	June 19, 2007
White Bear Lake, MN	August 25, 2006
Blaine, MN (1 of 4)	July 28, 2006
Mankato, MN	September 8, 2005
Kankakee, IL	June 17, 2005
St. Paul, MN	May 12, 2005
Cottage Grove, MN	April 7, 2005
Elk River, MN	July 16, 2004
Milwaukee, MN	June 18, 2004
St. Louis Park, MN	September 30, 2003
Superior, WI	August 8, 2003
Fargo, ND	July 25, 2003
Minnetonka, MN	July 15, 2003
Milwaukee, WI	June 17, 2003
Hoyt Lakes, MN	October 25, 2002
Bemidji, MN	October 18, 2002
Minneapolis, MN (University of Minnesota)	August 2, 2002
Rapid City, SD	November 9, 2001
Buffalo, MN	October 19, 2001
Thunder Bay – Ontario, Canada	October 5, 2001
Minnetonka, MN	September 26, 2001
Glenwood Springs, CO	September 21, 2001
Blaine, MN	September 18, 2001
York, PA	July 27, 2001
Fond du Lac, WI	July 20, 2001
York, PA	July 13, 2001
Sault St. Marie, MI	June 29, 2001
Shoreview, MN	June 23, 2001
Wilmar, MN	June 22, 2001
Davenport, IA	June 8, 2001
Waupun, WI	May 4, 2001

Breck Ice Arena, MN	March 2, 2001
Onalaska, WI	October 10, 2000
San Angelo, TX	August 25, 2000
Eagle River, WI	July 7, 2000
Redwood Falls, MN	May 19, 2000
River Falls, WI	May 5, 2000
Breckenridge, CO	April 21, 2000
South Haven, MS	March 13, 2000
Owatonna, MN	January 13, 2000
Monroe, WI	October 22, 1999
Red Wing, MN	October 20, 1999
Red Lake, MN	October 1, 1999
Jackson, MS	September 17, 1999
Duluth, MN	September 16, 1999
Kalkaska, MI	July 9, 1999
Crosby, MN	June 18, 1999
Yackel - St. Paul, MN	June 15, 1999
Brainerd, MN	May 27, 1999
Ramsey/White Bear, MN	April 30, 1999
Wacota Ice Arena - St. Paul, MN	April 27, 1999
Marquette, MI	April 20, 1999
Virginia, MN	November 20, 1998
Kerry Park - International Falls, MN	September 25, 1998
Tupelo, MS	September 1, 1998
Wisconsin Dells, WI	August 28, 1998
Monroe, LA	August 20, 1998
Nisswa Arena	August 5, 1998
Eagan 2nd Sheet - Eagan, MN	July 1, 1998
Rapides Coliseum - Alexandria, LA	June 17, 1998
Amery, WI	June 11, 1998
Quad City Curling Club - Eveleth, MN	April 24, 1998
Hastings Ice Arena - Hastings, MN	March 6, 1998
Mankato, MN	February 20, 1998
Baldwin, WI	December 12, 1997
Davenport, IA	October 10, 1997
Braemer Arena	September 19, 1997
Sioux City, IA	September 12, 1997
Apple Valley, MN	August 6, 1997
Orono Ice Arena	July 31, 1997
LaCrescent, MN	July 11, 1997
Bloomington Ice Gardens, MN	June 25, 1997
Shadduck School	June 9, 1997
Wakota Arena, MN	May 16, 1997
Plymouth Ice Arena, MN	April 17, 1997
St. Louis Park Arena, MN	April 1, 1997
Rochester Ice Arena, MN	January 13, 1997



Tarten Ice Arena, MN	January 8, 1997
Edison Ice Arena	December 11, 1996
Dodge County Arena – Kasson	November 15, 1996
New Prague, MN	October 15, 1996
Maple Grove Arena, MN	October 2, 1996
Baraboo, WI	October 1, 1996
Champlin, MN	September 19, 1996
Sommerset, WI	September 3, 1996
Prairie Du Sac, WI	August 24, 1996
Osseo Ice Arena, MN	August 2, 1996
Faribault Ice Arena, MN	July 30, 1996
Moose Lake Arena, MN	July 16, 1996
Sauk Center Arena, MN	June 26, 1996
Inver Grove 2nd Sheet, MN	January 23, 1996
Inver Grove 1st Sheet, MN	December 1, 1995
Shakopee Arena, MN	October 18, 1995
Apple Valley, MN	October 12, 1995
Hutchinson Arena, MN	September 8, 1995
Eagan Ice Arena, MN	August 18, 1995
Minocqua, WI	November 2, 1994
Waterloo, IA	October 14, 1994
Waseca, MN	August 31, 1994
Prior Lake, MN	August 16, 1994
Rochester, MN	October 30, 1994
Long Prairie, MN	October 13, 1993
Marshfield, WI	October 9, 1993
Rosemount, MN	September 27, 1993
Bloomington, MN	September 3, 1993
Albert Lea, MN	May 28, 1993
Onalaska, WI	January 22, 1993
Reedsburg, WI	October 16, 1992
Beaver Dam, WI	September 4, 1992
Two Harbors Curling Club, MN	August 21, 1992
Centennial Lakes Olympic Facility, MN	February, 1992
Fairmount	Fairmount, MN
St. Mary's College	Winona, MN
Chisago Lakes Arena	Chisago, MN
Rice Lake Hockey Association	Rice Lake, MN
Chippewa Falls Arena	Chippewa Falls, WI
Superior Wisconsin Curling Club	Superior, WI
Rice Lake Curling Club	Rice Lake, MN
Buffalo, MN Arena	Buffalo, MN



Mechanical & Electrical Services – Automation Division

24 Hour Service  
www.nac-hvac.com

1001 Labore Industrial Court, Suite B Vadnais Heights, Minnesota 55110

tel: 651-490-9868 fax: 651-490-1636

### **Ice Rink Control References**

Project Description:	<b>New Hope Ice Arena</b>
Portion of Project Completed by NAC:	Ice Rink Refrigeration Equipment Controls and HVAC Controls
Location:	4401 Xylon Ave North New Hope, MN 55428
Construction Cost:	\$500,000.00
Completion Date:	Fall of 2012
Owner's Name:	City of New Hope
Owner's Representative:	McKinstry
Contact:	Mark Severson, New Hope Facilities, P 763-233-2440
Project Description:	<b>University of Wisconsin Madison – LaBahn Arena</b>
Portion of Project Completed by NAC:	Ice Rink Refrigeration Equipment Controls
Location:	105 E Campus Mall Madison, WI 53715
Construction Cost:	\$120,000.00
Completion Date:	Fall of 2012
Owner's Name:	University of Wisconsin-Madison
Owner's Representative:	Stevens Engineering
Contact:	Art, Building Maintenance P 608-438-1915
Project Description:	<b>City of Brooklyn Park – Community Activity Center</b>
Portion of Project Completed by NAC:	Ice Rink Refrigeration Equipment Controls and HVAC Controls
Location:	5200 85 <sup>th</sup> Avenue North Brooklyn Park, MN 55443
Construction Cost:	\$1,400,000.00
Completion Date:	Winter of 2010/2011
Owner's Name:	City of Brooklyn Park
Owner's Representative:	McKinstry
Contact:	Steve Lawrence, Brooklyn Park Facilities, P 763-493-8007
Project Description:	<b>City of Chaska Ice Arena</b>
Portion of Project Completed by NAC:	Ice Rink Refrigeration Equipment Controls
Location:	1661 Park Ridge Drive Chaska, MN 55318
Construction Cost:	\$100,000.00
Completion Date:	Spring of 2014
Owner's Name:	City of Chaska
Owner's Representative:	292 Design Group
Contact:	Jason Kirsch, Arena Manager, P 952-221-1840



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Project Description:	<b>City of Minneapolis Parade Ice Arena</b>
Portion of Project Completed by NAC:	Ice Rink Refrigeration Equipment Controls and HVAC Controls
Location:	1600 Kenwood Parkway Minneapolis, MN 55403
Construction Cost:	\$250,000.00
Completion Date:	Winter of 2013/2014
Owner's Name:	City of Minneapolis
Owner's Representative:	Stevens Engineering
Contact:	Pat Barribeau, McKinstry Manager, P 763-898-5280

I hereby verify that the information provided above is correct to the best of my knowledge

Name: Corey Fitzsimmons

Title: NAC Automation Application Sales Engineer

Signature: Corey Fitzsimmons

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Total Mechanical Services, Inc.  
420 Broadway Avenue Saint Paul Park, MN 55071

**SURETY (Name, and Address of Principal Place of Business):**

The Guarantee Company Of North America USA  
1 Towne Square, Ste. 1470 Southfield, MI 48076

**OWNER (Name and Address):**

City Of Richfield  
6700 Portland Ave. Richfield, MN 55423-2599

**BID**

Bid Due Date: 1/07/2020

Description (Project Name— Include Location):

Richfield Ice Arena Ice System Replacement (Replace Two New Sheets and New Ammonia System)

**BOND**

Bond Number: GB001530

Date: 1/06/2020

Penal sum Five Percent of Amount Bid \$ (5% Amount of Bid)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Total Mechanical Services, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Bruce Ryikas

Print Name

PRESIDENT

Title

Attest:

Signature

Title

WITNESS

**SURETY**

The Guarantee Company Of North America (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Troy Staples

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

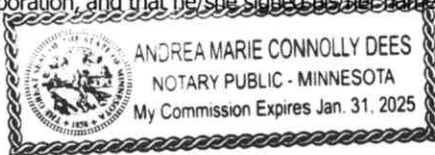
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Dakota )

On this 6th day of January, in the year 2020, before me personally come(s) Bruce Pytker to me known, who, being duly sworn, deposes and says that he/she is the President of the Total Mechanical Services Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

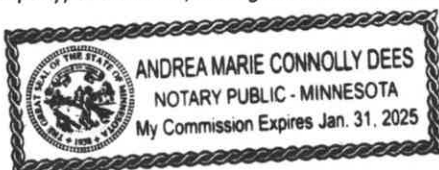


\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 6th day of January, in the year 2020, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of The Guarantee Company Of North America USA with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of The Guarantee Company Of North America USA company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Jonathan Pate, Thomas M. Lahl, Thomas G. Kemp, Jennifer M. Boyles, Zachary Pate, Troy Staples  
Pate Bonding, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of January, 2020

Randall Musselman, Secretary

April 20, 2019

Richfield Ice Arena  
Attn. Bob Baltgalvis  
636 E 66<sup>th</sup> St  
Richfield, MN 55423



### **Supply and Install Hockey Arena Dehumidification Unit – **TURNKEY Proposal****

Scope of work: Supply and Install new CDI DH-160

- Furnish and Install new CDI DH-160
- Furnish and install a new electrical feed to new Dehumidification Unit as required
- Crane up new dehumidification unit
- Furnish and install all required piping, valves and fittings as required
- Provide and install new double wall sheet metal for distribution duct
- Supply and Install new CDI CDH-160 Model Dehumidifier on new curb at new location
  - o DH-160
  - o Supply Airflow - 12,000 CFM
  - o 460/60/3 voltage
  - o Advanced Double-lip Viton rotor air seal system
  - o Direct-fired natural gas reactivation system with CRRC microprocessor reactivation rate and unit function controller system
  - o Graphic diagnostic annunciator panel and remote user interface panel
  - o 2" double wall construction with fiberglass insulation
  - o 2" MERV 8 filters with filter gauge
  - o Room Dewpoint transmitted with display
  - o Plenum supply fan with premium efficiency motor
  - o Factory mounted VFD
  - o Discharge plenum section for vertical discharge
  - o DDC temperature and humidity controls – BACnet communication card
  - o Start-up and first year labor warranty by SVL Service
  - o Includes standard 24" horizontal discharge custom curb
  - o Proudly Manufactured in Owatonna, MN
  - o Includes owners training
- Furnish and install required sheet metal for air distribution including 50' of spiral with grilles for proper air distribution
- Connect gas piping with new gas regulator(s) as required
- Any applicable permits included
- Power and Control wiring
- Complete site cleanup
- Down payment of 40% due at time of Purchase order/Acceptance

This proposal excludes any costs associated with the following:

- Does not Include:
  - o Temporary HVAC, bonding, allowances, dust control, site restoration, testing and balancing or temperature controls, mechanical drawings.
- SVL will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- SVL Assumes we will be provided we ample access to the arena to be able to hang our duct work
- All work to be performed during normal working hours (8:00 AM to 5:00 PM, M-F, non-holidays)
- No structural or architectural work is included as part of this proposal



- No structural engineering, labor or materials to enhance building structure for new location of new Dehumidification unit are included, if required.

**Total Price to City of Richfield for TURNKEY DHU Project.....\$140,862.00**

We look forward to partnering with City of Richfield for your HVAC installation and service needs. I appreciate the opportunity to earn your business. Please contact me if you have any questions/concerns regarding this proposal.

Sincerely,

Cameron Sigecan  
SVL

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

## Updated Timeline of Richfield Ice Arena Refrigeration Renovation Timeline

A. Milestone Dates in the following table:

Anticipated Contract Award by City Council	February 1 <sup>st</sup> 2020
Phase 1 – Start Work / Rink 2 Ice System Shut-down	March 23 <sup>rd</sup> 2020
Phase 1 - Substantial Completion	July 15 <sup>th</sup> 2020
Phase 1 - Rink 2 Dasher Board Install by Owner	July 27 <sup>th</sup> -31 <sup>st</sup> 2020
Phase 1 - Owner make ice on Rink 2	August 3 <sup>rd</sup> -7 <sup>th</sup> 2020
Phase 2 – Start Work / Rink 1 Ice System Shut-down	May 25 <sup>th</sup> 2020
Phase 2 - Substantial Completion	August 15 <sup>th</sup> 2020
Phase 2 - Rink 1 Dasher Board Install by Owner	August 24 <sup>th</sup> -28 <sup>th</sup> 2020
Phase 2 - Owner Make Ice on Rink 1	September 1 <sup>st</sup> -4 <sup>th</sup> 2020



# Ice Rinks and the Phaseout of HCFC-22

## What You Need to Know



### What Is the HCFC Phaseout?

Under the U.S. Clean Air Act and the *Montreal Protocol on Substances that Deplete the Ozone Layer*, the United States is phasing out the production and import of hydrochlorofluorocarbons (HCFCs) in order to protect the stratospheric ozone layer. By phasing out the production of ozone-depleting substances (ODS) like HCFCs, we are reducing the risk of skin cancer caused by exposure to UV radiation. In addition, many of these ozone-depleting substances, as well as their substitutes, are greenhouse gases that contribute to climate change.

### No Immediate Change Is Required

HCFC-22 is used as a refrigerant in many applications, including ice rinks. Starting on January 1, 2020, U.S. production and import of HCFC-22 will end. This does not mean that use of HCFC-22 must stop at that time. Since a significant inventory of virgin HCFC-22 exists, and recovered and reclaimed material will be available, the U.S. Environmental Protection Agency (EPA) expects use of HCFC-22 to continue well into the future.

### Planning for the Future Is Important

Even though there is no immediate need for change, supply of HCFC-22 will decline over the next few years, and prices may rise. For existing HCFC-22 systems, this makes tightening leaks and performing preventive maintenance even more important to keep refrigerant emissions down and reduce the need to purchase additional HCFC-22. When the time does come to replace or retrofit an existing system, there are many alternatives available that are safer for the environment. EPA has listed several examples of alternatives in the table on the next page.

### What Alternatives Can Be Used Instead of HCFC-22?

Many alternatives that are safer for the environment than HCFC-22 are available for use both in new rinks and in existing systems that require retrofit. See the table on the next page for a list of some acceptable non-ozone-depleting alternatives under EPA's Significant New Alternatives Policy (SNAP) Program. Some of these alternatives are listed for use in retrofitted HCFC-22 systems, and others are only listed for new ice rink refrigeration systems. A full list of acceptable alternatives under SNAP is available at [www.epa.gov/ozone/snap/refrigerants/lists/icerinks.html](https://www.epa.gov/ozone/snap/refrigerants/lists/icerinks.html).



## Acceptable Non-Ozone-Depleting Alternatives to HCFC-22 Under EPA's SNAP Program

Chemical	GWP	Ozone Depleting?	Retrofit	New
Ammonia	0	No		X
THR-03	918	No		X
R-134a	1,430	No	X	X
RS-24 (2002 formulation)	1,505	No	X	X
R-426A	1,508	No	X	X
R-407C	1,774	No	X	X
R-407F	1,825	No	X	X
R-442A	1,888	No	X	
R-410A	2,088	No		X
R-407A	2,107	No	X	X

GWP = Global Warming Potential. GWP is a measure of how much a given mass of greenhouse gas is estimated to contribute to global warming relative to the same mass of carbon dioxide.

When considering an alternative for retrofitting a system, be sure to follow the manufacturer's suggested handling and installation guidelines and to consider possible effects on the system's energy consumption.

### Are There Other Refrigerant Regulations Affecting Ice Rinks?

Ice rinks are subject to refrigerant management regulations under section 608 of the Clean Air Act, specifically the requirement to keep leak rates below 15% for comfort cooling appliances and below 35% for refrigeration equipment. In addition, it is illegal to knowingly vent refrigerant—both ozone-depleting refrigerants and the alternatives<sup>1</sup>—during servicing, maintaining or disposing of a refrigeration or air conditioning system.

### For Further Information

- Phaseout of Ozone-Depleting Substances: [www.epa.gov/ozone/title6/phaseout](http://www.epa.gov/ozone/title6/phaseout)
- Leak Repair Requirements for HCFC-22 Systems: [www.epa.gov/ozone/title6/608/leak.html](http://www.epa.gov/ozone/title6/608/leak.html)
- Leak Prevention and Retrofit Guidelines: [www2.epa.gov/greenchill/reports-guidelines-and-tools](http://www2.epa.gov/greenchill/reports-guidelines-and-tools)

### Other EPA Resources for Ice Rink Managers

- Indoor Air Quality and Ice Rinks: [www.epa.gov/iaq/icearenas.html](http://www.epa.gov/iaq/icearenas.html)
- ENERGY STAR for Buildings and Plants: [www.energystar.gov/buildings](http://www.energystar.gov/buildings)



**FOR MORE INFORMATION** Visit [www.epa.gov/ozone/title6/phaseout/classtwo.html](http://www.epa.gov/ozone/title6/phaseout/classtwo.html) or contact David Donaldson at (202) 343-9086 or [donaldson.david@epa.gov](mailto:donaldson.david@epa.gov).

<sup>1</sup>Several alternatives have been exempted from the venting prohibition. Examples include ammonia in commercial or industrial process refrigeration or in absorption units, and carbon dioxide, nitrogen or water in any application. A complete list is available in the U.S. Code of Federal Regulations at <http://go.usa.gov/kAhQ>.

